Data Processing Clause

October 2018

This is a template clause covering data protection compliance obligations that must be included in all sponsor contracts where any delegate information is shared and or processed by a third party (sponsor).

Please note, the final section, Schedule 101, must be completed for each event and for all individual sponsors involved.

If you have any queries about this clause, please contact dataprotection@step.org
Data Processing Clause

“Data Protection Legislation”
Means 1) unless and until EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK and subsequently 2) any legislation which succeeds the GDPR.

1. Data Processing

1.1 In this Clause, “personal data”, “data subject”, “data controller”, “data processor”, and “personal data breach” shall have the meaning defined in Article 4, EU Regulation 2016/679 General Data Protection Regulation (“GDPR”).

1.2 The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.

1.3 For the purposes of the Data Protection Legislation and for this Clause, STEP is the data controller and the Sponsor is the data processor.

1.4 The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing are set out in Schedule 101.

1.5 STEP shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Sponsor for the purposes described in this Agreement.

1.6 The Sponsor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under this Agreement:

1.6.1 Process the personal data only on the written instructions of the STEP unless the Sponsor is otherwise required to process such personal data by law. The Sponsor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law.

1.6.2 Ensure that it has in place suitable technical and organisational measures (as approved by STEP) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken are set out in Schedule 101.

1.6.3 Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential; and

1.6.4 Not transfer any personal data outside of the European Economic Area without the prior written consent of STEP and only if the following conditions are satisfied:

1.6.4.1 STEP and/or the Sponsor has/have provided suitable safeguards for the transfer of personal data;

1.6.4.2 Affected data subjects have enforceable rights and effective legal remedies;
1.6.4.3 The Sponsor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and

1.6.4.4 The Sponsor complies with all reasonable instructions given in advance by STEP with respect to the processing of the personal data.

1.6.5 Assist STEP in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner’s Office);

1.6.6 Notify STEP without undue delay of a personal data breach;

1.6.7 On STEP’s written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to STEP on termination of this Agreement unless it is required to retain any of the personal data by law; and

1.6.8 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause and to allow for audits by STEP and/or any party designated by STEP.

1.7 The Sponsor shall not sub-contract any of its obligations to a sub-processor with respect to the processing of personal data under this Clause without the prior written consent of STEP (such consent not to be unreasonably withheld). In the event that the Sponsor appoints a sub-processor, the Sponsor shall:

1.7.1 Enter into a written agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Sponsor by this Clause and which shall permit both the Sponsor and STEP to enforce those obligations; and

1.7.2 Ensure that the sub-processor complies fully with its obligations under that agreement and the Data Protection Legislation.

The Sponsor shall be liable to STEP for any failure by the sub-processor to comply with its data protection obligations.

1.8 The Sponsor shall, at the choice of STEP, delete or return all personal data to STEP following completion of the agreement and delete all copies unless European Union or member state law requires storage of the personal data by the Sponsor.

1.9 The Sponsor shall immediately inform STEP if, in the Sponsor’s opinion, an instruction given by STEP infringes the GDPR or other European Union or member state data protection provisions.
Schedule 101

Please note, this must be completed for each sponsor

1. Data Processing

- **Scope**
  
  Example: A short description of the context within which the third party is processing the data e.g. processing personal data for x event.

- **Nature**
  
  Example: Use of personal data for emailing delegates promoting x event.

- **Purpose**
  
  Example: To keep attendees up to date with the event or sponsors role within the event.

- **Duration**
  
  Example: Data gathered from a predefined time before the event, not to be stored for no longer than six months after completion of event.

2. Types of Personal Data

  First name, last name, place of work

3. Categories of Data Subject

  Event attendees (STEP members and non-members)

4. Organisational and Technical Data Protection Measures

  To be completed by the processor. Include information such as their data protection policy and if applicable DPO details.

The sponsor shall only process the personal data within the agreed scope, nature, purpose, duration, using the types of Personal Data and categories of Data Subject detailed in accordance with Schedule 101 of this clause.

The sponsor must include information detailing their GDPR compliance in section 4.