

For the attention of:

*Our Ref:* **DP20**

[Data Processor Representative]

*Date:* XX XXX 2013

Dear Sir

**Data Processing Contract between [ ] and Melton Borough Council**

1. We refer to the processing contract between us dated [ ] under which you have undertaken to provide certain processing services on our behalf.
2. The Data Protection Act 1998 became law in March 2000 and this concerns our relationship with you.
3. Under that document, by virtue of the Seventh Principle contained in Schedule 1 of the Act "data controllers", we, Melton Borough Council, are obliged to impose certain obligations of security upon you as "data processors" on our behalf. The Seventh Principle states that:  
"Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data."
4. Since it is our legal requirement to include such provision in our Contract, we would be grateful if you would undertake to us as set out below. (In consideration of that undertaking, we would be prepared to contemplate continuing future relationships with you.) If you are unable to give such an undertaking, then we may (be forced to seek services elsewhere in the future ) (will not renew the Contract) (on expiry of the Contract) since, if we are unable to obtain appropriate assurances from you, we will be in breach of our legal obligations under the Act.
5. The assurance that we seek from you is that you undertake to comply with the obligations of a "data controller" under the provisions of the Seventh Data Protection Principle, Schedule 1, Part ii as regards any personal data you process in providing the services.
6. In addition you:
  - 6.1 Warrant and undertake that you have an will at all times during the term of the Contract appropriate technical and organisational measures in place acceptable to us to protect any personal data accessed or processed by you against unauthorised or unlawful processing of personal data and against accidental loss

or destruction of, or damage to, personal data held or processed by you, and that you have taken all reasonable steps to ensure the reliability of any of your staff which will have access to personal data processed as part of the service.

6.2 Undertake that you will act only on our instructions in relation to the processing of any personal data provided to you by us, (or ) on our behalf, (or) by our employees (or former employees)

6.3 Undertake to provide the service at least to the level of security described in the seventh principle, and allow us or our representative access to any relevant premises owned or controlled by you on reasonable notice to inspect your procedures as in (1) above.

6.4 Undertake to consider all reasonable suggestions which we may put to you to ensure that the level of protection you provide for personal data is in accordance with this letter and to make changes suggested unless you can prove to our reasonable satisfaction that they are not necessary to ensure ongoing compliance with your warranty and undertaking in (1) above.

7. Breach of any of the above warranties or undertakings will entitle us to terminate the Contract forthwith.
8. Any terms defined in the Act will have the same meaning in this letter.
9. Please indicate your agreement to the provisions set out above by signing and returning this letter.

Yours faithfully

[Job title], for and on behalf of Melton Borough Council

Accepted and Agreed on behalf of .....

Name.....

Position in Company.....