GROCOTT, Sally

By Email
7 June 2022

AGREEMENT FOR PROCESSING OF PERSONAL DATA
NOTICE OF CHANGE OF CONTRACT

Dear Data Controller - Association of Former Members of Parliament

As you will be aware, the Corporate Officer of the House of Commons and the Corporate Officer of the House of Lords process on behalf of your Association personal data about third parties which you control. This takes place in accordance with the terms of a contract, as required by Article 28 of the UK General Data Protection Regulation (UK GDPR). This was signed by the appropriate person in your Association when the GDPR came into force in May 2018, and updated if needed due to a change in your personnel.

The existing contract is about to be replaced with a new contract to reflect the key changes: the move to the UK GDPR following UK's exit from the EU; amendments to the data retention period and updated service list; for example video conferencing tools.
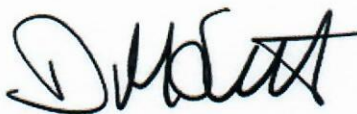
In accordance with clause 4 of the existing contract, we hereby give notice that the contract will be terminated on 5 July 2022 – i.e. in 28 days from the date of this email.

A copy of the new contract is included below, you will also receive a separate email with a guidance note which explains the contract's terms. This new contract will come into force automatically when you first use your Parliamentary IT account on or after 5 July 2022 – i.e. in 28 days from the date of this email.

This mechanism means that you will no longer need to sign the contract or keep this updated.

As you know, we use services from sub-processors: an up-to-date list can be found on the Parliamentary Intranet by searching 'GDPR sub-processor' or by emailing Digital Service Data Processing Enquiries: dsdpenquiries@parliament.uk .

Yours sincerely,

David Smith, Chief Information Officer & Managing Director, Parliamentary Digital Service

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Between:

The Corporate Officer of the House of Commons and the Corporate Officer of the House of Lords, acting jointly and severally (referred to in this agreement as "the Processor").

And

Association of Former Members of Parliament (referred to in this agreement as "The Controller").

WHEREAS:

The Processor and the Controller enter into this agreement in order to ensure that they comply with their respective obligations under the United Kingdom General Data Protection Regulation ("the UK GDPR" – which has the meaning given in section 3(10) of the Data Protection Act 2018).

AND WHEREAS the Controller is, within the meaning of the UK GDPR, the controller of certain types of personal data for purposes connected with the Controller's activities in relation to the Houses of Parliament and/or persons who work for either House and/or for Members of either House.

AND WHEREAS the Controller wishes to use the services described in the Annex ("the Services") provided by the Processor for the processing of that personal data on behalf of the Controller.

IN SO FAR AS THE PROCESSOR PROCESSES PERSONAL DATA ON BEHALF OF THE CONTROLLER, THROUGH PROVIDING DATA PROCESSING SERVICES TO THE CONTROLLER:

AND WHEREAS:
- The Processor has offered to provide the Services to the Controller in accordance with the terms of this agreement;
- The Processor has provided a copy of the terms of this agreement to the Controller;
- The Processor has informed the Controller that the Controller will be deemed to have accepted these terms by using the Services on or after the specified day;
- The Controller (or the Controller's employees or agents) has used the Services on or after the specified day; and
- the terms of this agreement are deemed to be accepted by and binding upon the Controller and the Processor immediately upon the use of the Services by the Controller (or by the Controller's employees or agents) on or after the specified day.

In this Agreement, "the specified day" means the 28th day after the day on which the Processor provided a copy of the terms of this agreement to the Controller.

IN SO FAR AS THE PROCESSOR PROCESSES PERSONAL DATA ON BEHALF OF THE CONTROLLER, THROUGH PROVIDING DATA PROCESSING SERVICES TO THE CONTROLLER:

1. The Processor will provide the data processing services to the Controller as set out in the Annex ("the Services").

2. The Controller will, if requested to do so by the Processor, pay the fee of one pound (£1.00) to the Processor as payment for the Services.

11. The Processor acknowledges that, in providing the Services, it is subject to the same requirements as the Controller to keep the personal data that it is processing securely, as set out in Article 32 of the UK GDPR. The Processor will take all appropriate technical and organisational measures to ensure that its processing complies with Article 32.

Sub-processors:

12. The Processor will not engage sub-processors without either the Controller's prior authorisation notified in writing to the Processor or the Controller's general written authorisation.

13. This agreement constitutes the Controller's general written authorisation to allow the Processor to use the sub-processors specified on the Parliamentary intranet[1] and, subject to the Processor first notifying the Controller in accordance with clause 22, to engage a new sub-processor or make changes to the sub-processors that are used when this agreement comes into force. However, the Processor is not required to notify the Controller where a sub-processor is engaged or changed for reasons of national security.

14. If the Processor engages another processor, the Processor will ensure that their contract imposes the contract terms set out in Article 28.3 of the UK GDPR on the sub-processor.

15. The Processor acknowledges that it will remain liable to the Controller for the sub-processor's compliance with the requirements of the UK GDPR.

Assistance:

16. In the event that the Controller receives a request by a data subject to access their data or to exercise another right under the UK GDPR, the Processor will notify the controller without undue delay and provide all reasonable assistance to the Controller in complying with that request.

17. The Processor will provide all reasonable assistance to the Controller in meeting the Controller's own obligations under the UK GDPR in relation to the security of processing, the notification of personal data breaches without undue delay and data protection impact assessments, taking into account the nature of processing and the information available to the Controller.

18. The Processor will provide such co-operation as is reasonable with any audit or inspection into its provision of the Services which may be carried out by the Controller or by an auditor appointed by the Controller. The conduct and scope of any audit or inspection shall be agreed in advance between the parties in writing.

19. The Processor will provide the Controller with whatever information held by the Processor that the Controller needs, and is reasonable for the Processor to provide, to ensure that both parties are meeting their obligations under Article 28 of the UK GDPR.

20. The Processor will immediately inform the Controller if the Processor is asked to do something infringing the UK GDPR or other data protection law of the United Kingdom.

Other:

21. This agreement constitutes the entire agreement between the parties relating to the provision of the Services as listed in the Annex for the purposes of Article 28 of the UK GDPR. This agreement supersedes all prior negotiations, representations and undertakings, whether written or oral, specifically about the provision of the Services for those purposes. For the avoidance of doubt, the User Responsibilities (as amended from time-to-

Duration and retention of data after termination:

3. This agreement will come into force immediately upon the first use of the Services by the Controller (or the Controller's employees or agents) on or after the specified day.

4. This agreement will remain in force until terminated by one party by giving to the other a minimum of 28 days' written notice.

5. In the event that this agreement is terminated under clause 4, the Processor will allow access to any data which is held on behalf of the Controller for the period of one month beginning with the date of expiry of the notice given under clause 4, after which the data will be deleted. The Processor will notify the Controller in writing before deleting the data and certify the destruction thereafter. The specified time period may be extended, at the sole discretion of the Processor, in exceptional circumstances.

Processing instructions:

6. Subject to clause 7, in providing the services to the Controller, the Processor will act only on the written instructions of the Controller, either as set out in this Agreement or after notifying the Controller in accordance with clause 22 that different action is required.

7. The Processor will not be bound by clause 6 if the Processor is required to act without the Controller's instructions:

   (a) by law (including where required by a government body in pursuit of its public functions);

   (b) for reasons of national security (including cyber security and the protection of the Parliamentary network);

   (c) for the purpose of the prevention or detection of crime; or

   (d) by either House of Parliament or by a Committee of either House.

8. Where clause 7 applies, the Processor will inform the Controller before processing the data unless that:

   (a) is itself prohibited by law or by either House of Parliament or by a Committee of either House;

   (b) would constitute a risk to national security (including cyber security and the protection of the Parliamentary network); or

   (c) would prejudice the prevention or detection of crime.

9. For the purposes of clauses 7 and 8, references to "the Processor" mean either the Corporate Officer of the House of Commons or the Corporate Officer of the House of Lords or both Corporate Officers.

Confidentiality:

10. The Processor will ensure that all staff who process personal data on behalf of the Controller are subject to a duty of confidence, through their terms and conditions of employment or engagement.

Data security:

time) for computer and telecommunications equipment and services, provided by the Parliamentary Digital Service to persons who work in or for the Houses of Parliament, does not form part of, and remains unaffected by, this agreement.[2]

22. The Processor will give written notice to the Controller of any intention to change the terms of this agreement, including any change to the service description, or to take different action under clause 6, or to engage a sub-processor as mentioned in clause 13. The Controller will be deemed to have agreed to the changes to the terms of the agreement, to the different action or (as the case may be) to the engagement of a sub-processor upon the first use of the Services by the Controller (or by the Controller's employees or agents) after the expiry of seven days from any such notice being given.

23. For the purposes of this agreement, a notice which confirms the engagement of a sub-processor shall be deemed to have been given to the Controller if it is published on the Parliamentary Intranet. In all other cases, a notice shall be deemed to be in writing if it is in electronic form contained in or attached to an email message; and any such notice sent by email shall be deemed to have been given—

    (a) in the case of a notice given by the Processor to the Controller, at the time it is transmitted to the Controller's email address; and

    (a) in the case of a notice given by the Controller to the Processor, at the time it is transmitted to this email address: dsdpenquiries@parliament.uk; and

    (b) that no connection or delivery failure messages are received within 24 hours of sending, allowing for "reasonable delivery" of that notification.

24. This agreement will be governed by and interpreted in accordance with the law of England and Wales and shall be subject to the jurisdiction of the courts of England and Wales.

25. The provisions of clauses 5, 21, 24 and this clause 25 will survive the expiry or prior termination of this agreement.

ANNEX

Data processing services provided by the Processor to the Controller

The following table shows the data processing services carried out by the Processor on behalf of the Controller. This may include processing personal data to enable the Controller to:

- interact with members of the Group or Association and members of the public;
- maintain those persons' accounts and records;
- support and manage staff.

The types of personal data to be processed may include the information about data subjects': personal details; business activities; members of their family; social circumstances; goods or services they use; housing circumstances; financial circumstances and employment.

This may include the following special categories of special data: physical or mental health details; racial or ethnic origin; religious or other beliefs; sexual orientation; political opinions; trade union membership; offences or alleged offences.

The categories of data subjects whose personal data is processed is likely to include: employees or other staff; suppliers; business or other contacts; professional advisers and experts and consultants.

Service	Description
Office productivity tools	The Processor provides the Microsoft Office 365 suite of productivity tools including: Word, Excel, and PowerPoint. These operate both as web versions using online storage and as applications installed on the Controller's PC.
Email, calendaring and communication tools	The @parliament.uk email address is provided using the Microsoft Office 365 suite including the Outlook and application on the Controller's PC, the Outlook Web App and the Outlook App for mobile devices.
Personal file storage	Online personal file storage provided either using the OneDrive service in Microsoft Office 365 or a file server maintained by the Digital Service.
Shared file storage	Shared file storage using either a shared drive or a Microsoft SharePoint Online website integrated with Office 365.
Cyber-security	In order to protect its systems, the Processor uses a range of cyber-security tools including: intrusion detection and prevention tools; anti-malware tools; and email filters. The Processor carries out scans for vulnerabilities and weak passwords and conducts investigations.
IT support	The Processor provides IT support services and may use tools to backup and migrate data. These services also include the secure destruction of IT equipment.
Authentication services	The processor provides secure authentication services to the data controller to enable single-sign-on with other services provided by the controller
Video Conferencing	The Processor provides services to enable virtual meetings either by video, audio or both.

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[1] An up-to-date list can be found on the Intranet by searching 'GDPR sub-processor' or by emailing Digital Service Data Processing Enquiries: dsdpenquiries@parliament.uk

[2] The User Responsibilities are published on the Parliamentary intranet