

Processor contract – what to provide

Checklist of compulsory details

<input type="checkbox"/>	Name and contact details of the controller and the processor
<input type="checkbox"/>	Subject matter and duration of the processing
<input type="checkbox"/>	Nature and purpose of the processing
<input type="checkbox"/>	Categories of personal data and data subject involved
<input type="checkbox"/>	Obligations and rights of the controller
<input type="checkbox"/>	Processor's commitment to only process personal data on written instructions of the controller (unless required by law to act without such instructions)
<input type="checkbox"/>	Processor's commitment to ensure that the persons processing the data are subject to a duty of confidentiality
<input type="checkbox"/>	Processor's commitment to take appropriate measures to ensure the security of processing
<input type="checkbox"/>	Processor's commitment to only engage sub-processor with the prior consent of the data controller or a written contract
<input type="checkbox"/>	Processor's commitment to maintain a written record of processing activities carried out on behalf of the controller
<input type="checkbox"/>	Processor's commitment to assist the controller in providing data subject access and allowing data subject to exercise their rights
<input type="checkbox"/>	Processor's commitment to assist the controller in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments
<input type="checkbox"/>	Fate of data - Processor's commitment to return all personal data to the controller as requested at the end of the contract
<input type="checkbox"/>	Processor's commitment to submit to audits and inspections, provide the controller with whatever information it needs to ensure that they are both meeting their obligations, and tell the controller immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state
<input type="checkbox"/>	Reminder that nothing within the contract relieves the processor of its own liability under the GDPR
<input type="checkbox"/>	Indemnity agreed between processor and controller in case one party breaches its obligations