



Glasgow
Council
for the
Voluntary
Sector

Glasgow Council for the Voluntary Sector

The Albany, 44 Ashley Street, Glasgow,
G3 6DS

T: 0141 332 2444 W: www.gcv.org.uk

GDPR Controller Processor Agreement

As you know data protection laws are changing, the General Data Protection Regulation (2016/679/EU) (“GDPR”) came into full effect on the 25th May 2018 and proposed UK legislation (the Data Protection Bill 2018) on the horizon covering similar ground. Where we refer to “**Data Laws**” below we refer to the GDPR and any relevant national laws (like the Data Protection Bill once enacted) and regulations relating to Personal Data and any amendments or updates or successor legislation to the same.

We already have contract arrangements in place with you; however the GDPR requires arrangements between controller (yourself) and processors Glasgow Council for the Voluntary Sector (GCVS) of personal data to be more specific, noting the arrangements in writing (in this case by you acknowledging this document).

Our aim is to simply reflect the obligations brought in by the new legislation whilst not adding significant further burden on either party. We consider that our approach in this document simply reflects the requirements of relevant Data Laws which are now in force.

Relationship and Agreement

We have identified that our businesses share some limited Personal Data, you are the Data Controller for Personal Data for which we GCVS are the Data Processor.

Personal Data, Data Processor, Data Controller, Special Category Data and Data Subject in this email are as defined in the GDPR.

Personal Data is defined in the GDPR as “*any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly*”.

This agreement will take effect from when you acknowledge it and confirm your agreement to it. It will continue for the duration of any provision of services to us (which shall include any agreed continuing processing of Personal Data at our request. It shall act as an agreed written variation of the existing contract between us.



Relevant Personal Data

Under GDPR good practice requires we both identify the following aspects of the Personal Data processing taking place:

| | |
|---|---|
| Scope | You provide details relating to Data Subjects in respect of your engagement with us regarding delivery of our services to you. UK/EU stored and processed Personal Data is provided relating to Data Subjects so that we can provide our services to you. We only process as directed by you and Personal Data is not processed by us outside of the UK/EU. |
| Nature and purpose | The details relating to individual Data Subjects will be used for the following:- <ul style="list-style-type: none"> a. Calculate payroll including statutory deduction (Tax and National Insurance) b. Calculate Statutory Payments (SMP, SPP, SSP etc.) where applicable c. Process pension and healthcare provision d. Process Wage Arrestment's where applicable e. Process Salary Sacrifice schemes where applicable f. Workplace pension admin g. RTI and pension filing h. Bacs bureau payments and same day fastpay |
| Data Sharing | We may share your Data with the following organisations; <ul style="list-style-type: none"> a. HMRC b. Pension Companies c. Funding providers – only when authorised by the employer d. DWP e. Bacs f. Healthcare companies |
| Duration of processing and retention of data | The duration of supply of services by GCVS and for a further period of up to 7 years as specified in our Data Retention Policy. The personal data is kept for this period to allow us to meet legal obligations regarding record keeping for payroll, benefits, Tax and NI related purposes. |
| Types of Personal Data | Limited to that which is required to consider facilitate, maintain and improve provision of services. The only Special Category Personal Data that may be processed would be relating to health e.g. SSP |

Agreed Obligations

Both parties agree that they will comply with all applicable requirements of the current Data Protection laws.

We both agree that each will ensure that it will gain and hold all necessary and appropriate consents and notices to enable lawful transfer of the Personal Data to the other for the duration and purposes of this agreement.

We will process the relevant Personal Data provided by you only as agreed above and under your written instruction.

We will ensure that we have in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage.

We will ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential and are aware of current data protection legislation.

We agree not to transfer any Personal Data outside of the European Economic Area unless prior written consent has been obtained, appropriate safeguards are in place and both comply with your reasonable requests;

We agree to assist you in responding to any request from a Data Subject and in complying with obligations under the Data Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators in relation to the agreement.

We agree to inform you and the ICO within 72 hours of becoming aware of a data breach affecting any relevant Personal Data.

We shall comply with your written direction, to delete or return Personal Data and copies thereof to you on termination of the agreement unless (and only to the extent) required by Data Laws or wider legal obligations to store or maintain a copy of some or all of the Personal Data. We shall keep records to show compliance and make them available to you reasonably promptly on request.

Replacing this email Agreement

Either party may, at any time on not less than 30 days' notice, revise this email agreement by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when specifically agreed in writing to replace this agreement).

Confirmation of Agreement

By acknowledging this email and confirming your agreement to its terms, it shall be deemed a written variation of our existing agreement and an agreement in writing.

Please apply by email confirming your agreement because we necessary that a controller processor is in place under GDPR