

# **AGREEMENT FOR THE PROCESSING OF PERSONAL DATA BY THE CORPORATE OFFICERS ON BEHALF OF MEMBERS OF EACH HOUSE OF PARLIAMENT**

Between:

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

And

You, in your capacity as a Member of the House of Commons or as a Member of the House of Lords. (You are 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 Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as supplemented by the Data Protection Act 2018 (the General Data Protection Regulation or “GDPR”).

AND WHEREAS the Controller is, within the meaning of the GDPR, the controller of certain types of personal data for purposes relating to the Controller’s membership of the House of Commons or the House of Lords.

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.

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 25 May 2018; and
- the Controller (or the Controller’s employees or agents) has used the Services on or after 25 May 2018;

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 that date.

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.

**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 25 May 2018.
4. This agreement will remain in force until:
  - (a) terminated by one party by giving to the other a minimum of 28 days' written notice, or
  - (b) the Controller ceases to be a Member of the House of Commons or a Member of the House of Lords.
5. In the event of the death of the Controller, the Processor will retain all data which is held on behalf of the Controller for a period of six months beginning with the date of death, after which the data will be deleted. If, during that period, the Controller's personal representatives make any requests in relation to that data, the Processor will assist as far as possible while complying with its own obligations under relevant legislation.
6. In the event that the Controller ceases to be a Member of the House of Commons or a Member of the House of Lords, the Processor will allow access to any data which is held on behalf of the Controller for a period of one month beginning with the date on which the Controller ceases to be a Member of that House, after which the data will be deleted. The Processor will notify the Controller (or the Controller's legal or personal representatives) in writing before deleting the data.
7. For the purposes of clauses 4(b) and 6, a Controller who is a Member of the House of Commons immediately before Parliament is dissolved is to be treated as if he or she were a Member of that House until the end of the fourth day after the day on which the subsequent general election is held.
8. In the event that the Processor terminates the agreement under clause 4(a) after having been provided with medical evidence that the Controller has lost mental capacity, the Processor will retain all data which is held on behalf of the Controller for a period of six months beginning with the date of notification, after which the data will be deleted. If, during that period, the Controller's legal or personal representatives make any requests in

relation to that data, the Processor will assist as far as possible while complying with its own obligations under relevant legislation.

9. In the event that this contract is terminated under clause 4(a) (and clause 8 does not apply), 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(a), after which the data will be deleted. The Processor will notify the Controller in writing before deleting the data.

**Processing instructions:**

10. Subject to clause 11, 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 24 that different action is required.
11. The Processor will not be bound by clause 10 if required by law or by either House of Parliament or by a Committee of either House to act without instructions. In these circumstances, the Processor will inform the Controller before processing the data, unless that is itself prohibited by law or by either House of Parliament or by a Committee of either House.

**Confidentiality:**

12. 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:**

13. 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 GDPR. The Processor will take all appropriate technical and organisational measures to ensure that its processing complies with Article 32.

**Sub-processors:**

14. The Processor will not engage sub-processors without either the Controller's prior consent notified in writing to the Processor or the Controller's general written authorisation.
15. This agreement constitutes the Controller's general written authorisation to allow the Processor to use the sub-processors specified on the Parliamentary intranet<sup>1</sup> and, subject to

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<sup>1</sup> The list of sub-processors can be found here: <https://intranet.parliament.uk/computers-equipment/advice-and-support/pds-data-controller-assistance>

the Processor first notifying the Controller in accordance with clause 24, 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.

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

**Assistance:**

18. In the event that the Controller receives a request by a data subject to access their data or to exercise another right under the GDPR, the Processor will provide all reasonable assistance to the Controller in complying with that request.
19. The Processor will provide all reasonable assistance to the Controller in meeting the Controller's own obligations under the 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.
20. 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.
21. 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 GDPR.
22. The Processor will immediately inform the Controller if the Processor is asked to do something infringing the GDPR or other data protection law of the EU or the United Kingdom.

**Other:**

23. 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 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-time) for

computer and telecommunications equipment and services, provided by the Parliamentary Digital Service to Members of each House of Parliament and their staff, does not form part of, and remains unaffected by, this agreement.<sup>2</sup>

24. 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 10, or to engage a sub-processor as mentioned in clause 15. 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.
25. For the purposes of this agreement, 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 Parliamentary email address; and
  - (b) 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](mailto:dsdpenquiries@parliament.uk).
26. 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.
27. The provisions of clauses 5 to 9, 23, 25, 26 and this clause 27 will survive the expiry or prior termination of this agreement.

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<sup>2</sup> The User Responsibilities are published on the Parliamentary intranet.

## ANNEX

### (1) Data processing services provided to Members of the House of Commons

The following table shows the data processing services carried out by the Processor on behalf of the Controller for purposes relating to his or her membership of the House of Commons. This may include processing personal data to enable the Controller to:

- carry out casework on behalf of constituents;
- work on issues and campaigns;
- maintain his or her accounts and records;
- support and manage staff or agents.

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

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: constituents; employees or other staff; complainants; enquirers; suppliers; business or other contacts; professional advisers and experts; consultants; lobbyists; journalists and media contacts.

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	The @parliament.uk email address is provided using the Microsoft Office 365 suite including the Outlook 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 to support constituency work 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.

## (2) Data processing services provided to Members of the House of Lords

The following table shows the data processing services carried out by the Processor on behalf of the Controller for purposes relating to his or her membership of the House of Lords. This may include processing personal data to enable the Controller to:

- take up the individual cases of members of the public who approach the Controller directly or through lobbyists;
- work on issues and campaigns;
- maintain his or her accounts and records;
- support and manage staff or agents.

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

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: individual members of the public; employees or other staff; complainants; enquirers; suppliers; business or other contacts; professional advisers and experts; consultants; lobbyists; journalists and media contacts.

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	The @parliament.uk email address is provided using the Microsoft Office 365 suite including the Outlook 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.
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.