

Trackit Lights Subscription Agreement

GDPR Compliance Notes

To assist schools in understanding our compliance as a “Processor” to the new EU General Data Protection regulations within our contract, we provide the following guidance notes. The UK government may issue recommended clauses for GDPR compliant contracts for “Processors” in due course in which case we will review those with a view to updating our contract. Until then our contract, to the best of our knowledge, is compliant with the regulations.

The following are the basic principles of GDPR and the references refer to the relevant clause in our contract.

Any work undertaken by a data processor must be clearly set out in a written contract and must include:

- The subject matter and the duration of processing; [Ref: Clause 5.2](#)
- The nature and purpose of the processing [Ref: Clause 5.2](#)
- The personal data and categories of individuals; and [Ref: Clause 5.2](#)
- The obligations and rights of the controller [Ref: Clause 1.4/5](#)

The contract must also stipulate that the processor:

- only acts on written instructions from the controller; [Ref: Clause 5.4](#)
- ensures confidentiality when undertaking the processing; [Ref: Clause 5.4](#)
- takes appropriate measures to ensure the security of processing; [Ref: Clause 5.5](#)
- obtains prior written authorisation from you if they use or intend to use a sub-processor to undertake the work; [Ref: Clause 5.4](#)
- assists the controller in providing subject access and allowing individuals to exercise their rights under GDPR; [Ref: Clause 5.2](#)
- assists the controller in meeting its GDPR obligations in relation to the security of processing, data breach notification, data protection impact assessments; [Ref: Clause 5.5](#)
- deletes or returns all personal data to the controller at the end of the service; [Ref: Clause 5.2](#)

- submits to audits and inspections from the controller and provides the controller with whatever information it needs to demonstrate compliance with its obligations as a data processor. [Ref: Clause 5.5](#)

If sub-processors are used, the contract must also provide that:

- your processor should not employ another processor without your prior specific or general written authorisation; [Ref: Clause 5.4](#)
- if another processor is employed under your prior general written authorisation, your processor should let you know of any changes it has made and give you a chance to object to them; [Ref: Clause 5.4](#)
- if your processor employs another processor, then it must impose the contract terms that are required by GDPR on the sub-processor; and [Ref: Clause 5.4](#)
- if your processor employs another processor, then the original processor will still be liable to you for the compliance of the sub-processor. [Ref: Clause 5.4](#)

If you have any questions on our contract please email us at

info@trackitlights.com

Graham Davies
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