

DATED

.....

-and -

Manx Computer Bureau Ltd

Data Processor Memorandum of Agreement

For the purposes of paragraphs 17 to 20 of Schedule 1 to the Data Protection Act 2002, this agreement was made on the day of

Parties

1. a company incorporated in the Isle of Man and having its registered office at (“the Data Controller”)
2. **Manx Computer Bureau Ltd** a company incorporated in the Isle of Man and having its registered office at M&G House, Head Road, Douglas, IM1 5BF, Isle of Man (“the Data Processor”)

Whereas

The Data Processor is engaged to provide payroll-processing services to the Data Controller at its premises, and may require to retain records that may contain “Personal data” as defined in the Data Protection Act.

Definitions

For the purposes of this agreement the following terms shall have the same meaning and interpretations as set out in the Data Protection Act 2002

“The Supervisor”; “Data Controller”; “Data Processor”; “Personal Data” or “personal data”; “Data Subject”; “Processing” or “processing”; “Sensitive Personal Data”

1. Warranties of the Data Controller.

The Data Controller, having allowed the Data Processor to process personal data (which, in whole or in part, is hereinafter referred to as the “Personal Data”) on its behalf, warrants that:

- a. The Personal Data has been collected and processed in accordance with the Data Protection Act 2002 and
- b. The processing of the Personal Data has been notified to the Supervisor as required under the Data Protection Act 2002

2. Undertakings of the Data Controller.

The Data Controller will take such actions as are necessary to ensure it has fulfilled, and will continue to fulfil, the warranties set out in Clause 1.

3. Warranties of the Data Processor.

The Data Processor, having agreed to process the Personal Data on behalf of the Data Controller, warrants that it has:

- a. appropriate technical and organisational measures are in place against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access of/to the Personal Data and adequate security programs and procedures to ensure that unauthorised persons will not have access to the data processing equipment used to process the Personal Data, and that any persons it authorises to have access to the Personal Data will respect and maintain the confidentiality and security of Personal Data;
- b. appropriate security measures which reflect the nature of the Personal Data and the level of harm that might be suffered by a Data Subject as a result of unauthorised access or disclosure of the Personal Data.

4. Undertakings of the Data Processor.

The Data Processor undertakes to:

- a. act only within the terms of this agreement and any other contract entered into with the Data Controller.
- b. do such actions as are necessary to ensure it has fulfilled, and will continue to fulfil, the warranties set out in section 3;
- c. enable the Data Controller to provide a Data Subject the rights of access, correction, blocking, suppression or deletion available to such an individual under the Data Protection Act 2002;
- d. comply with any changes in applicable laws. In the event it is unable to do so, it shall forthwith notify the Data Controller and the Data Controller shall be entitled to terminate this agreement, unless the parties have agreed or forthwith agree to take such steps as shall enable the Data Processor to so comply.

5. Indemnities.

The Data Controller and the Data Processor will indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss resulting from its breach of any of the provisions of this agreement.

6. Termination.

In the event of termination of this agreement, the Data Processor shall forthwith return all Personal Data and all copies of the Personal Data to the Data Controller or, at the Data Controller’s choice, shall destroy all copies of the same and certify to the Data Controller that it has done so, unless the Data Processor is prevented by law from destroying all or part of such Personal Data, in which event the Personal Data will be kept confidential and will not be processed for any purpose.

The Data Processor irrevocably agrees with the Data Controller that, if so requested by the Data Controller or the Supervisor, it will allow the Data Controller or the Supervisor access to its establishment to verify that this has been done or will allow access for this purpose by any duly authorised representative of the Data Controller.

7. Governing Law.

This agreement shall be governed by the laws of the Isle of Man

IN WITNESS thereof the parties hereto have executed this Agreement the day and year first above written.

SIGNED BY

for and on behalf of)
)
 in the presence of:-)

SIGNED BY

for and on behalf of)
Manx Computer Bureau Limited)
 in the presence of:-)