

Processor Agreement Compliance Checklist

Information to be provided where personal data are transferred to a Processor under strict instructions and assurances of security and confidentiality

Item	Article	Assessment
Processor is providing sufficient guarantees to implement appropriate technical and organizational measures	28.1	
Processor does not engage another processor without prior specific written authorisation from the controller	28.2	
Processing is governed by a contract or other legal act that is binding on the processor by setting out:		
<ul style="list-style-type: none"> • Subject-matter of the processing 	28.3	
<ul style="list-style-type: none"> • Duration of the processing 	28.3	
<ul style="list-style-type: none"> • Nature of the processing 	28.3	
<ul style="list-style-type: none"> • Purpose of the processing 		
<ul style="list-style-type: none"> • Type of personal data 	28.3	
<ul style="list-style-type: none"> • Categories of personal data 	28.3	
<ul style="list-style-type: none"> • Obligations and rights of the controller 	28.3	
The contract specifically stipulates:	28.3	
<ul style="list-style-type: none"> • The processor processor only on documented instructions from the controller, including with regard to transfer to a third country. 	(a)	
<ul style="list-style-type: none"> • The persons authorised to process the personal data have committed themselves to confidentiality under a statute of obligation. 	(b)	
<ul style="list-style-type: none"> • The processor has taken all appropriate measures to secure Personal Data under Article 32, namely: <ul style="list-style-type: none"> ○ Pseudonymisation and encryption ○ Ongoing confidentiality, availability, resilience ○ Restore from backup ○ Regular testing and evaluation 	(c)	

<ul style="list-style-type: none"> ○ Where applicable, commitment to an approved Code of Conduct 		
<ul style="list-style-type: none"> • The processor respects the conditions for engaging another processor (not without authorisation, and under the same contracted terms) 	(d)	
<ul style="list-style-type: none"> • The processor commits to assist the controller insofar as is possible, to fulfil its requirement to respond to Data Subjects who exercise their rights 	(e)	
<ul style="list-style-type: none"> • The processor commits to assist the controller with its obligations under Article 32 to 36 namely: <ul style="list-style-type: none"> ○ Security ○ Management and reporting of Data Breaches ○ Data Protection Impact Assessments ○ Seeking prior consultation to process from the ICO 	(f)	
<ul style="list-style-type: none"> • The processor commits to delete or return (at the controller's preference) the personal Data upon completion of the processing 	(g)	
<ul style="list-style-type: none"> • The processor commits to produce on request all information to evidence its compliance with all requirements, and to allow and contribute to audits and inspections, by the controller or by another auditor. 	(h)	
<ul style="list-style-type: none"> • The processor and any person acting under the authority of the controller or of the processor, who has access to personal data, shall not process those data except on instructions from the controller, unless required by law. 	29	