Data Processing Agreement Policy

Policy Area	Data Processing Agreement Policy
Policy no.	Policy no. 40
Policy version	Version number 1
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Policy review date	22.01.2026

torc.CFRC

Putting *people* first

AN AGREEMENT BETWEEN:

(1)   torc.CFRC – Data Controller
Established at torc.CFRC Main Office,

Ballyspillane Estate, Killarney, Co Kerry V93 FD1H and

(2)   O'Brien, Coffey & MacSweeney Accountants
Allman House, Rock Road Killarney , Co Kerry - **"the Data Processor"**

RECITALS

(A)   Under the Irish Data Protection legislation, a written Agreement must be in place between the Data Controller and any organisation which processes personal data on its behalf, governing the processing of that data. This Agreement is intended to satisfy that obligation.

(B)   The Data Controller is engaging the services of the Data Processor as its agent for the purpose of providing the following data management services:
- Audits all Accounts.
- Finance Support
- Returns & Compliance for CRO & CRA

(C)   The Data Processor agrees to process the personal data strictly within the defined length of time agreed between the Data Controller and the Data Processor. This length of time will be based on an annual contract.

(D)   The Data Controller and the Data Processor have agreed that the type(s) of personal data being processed will be:
- All Financial Operations

And, where relevant, the following categories of Sensitive Personal Data:
- Management Salaries
- Staff Wages
- Employers PRSI
- Revenue Information
- Travel & Subsistence Expenses – General
- Details of each Funder
- Bank & Credit Union Details

(E)   The Data Controller authorises the Data Processor to process the data in any manner that may reasonably be required for the Data Processor to carry out the processing in compliance with this Data Processor Agreement.

(F)   The Data Controller shall refrain from providing instructions which are not in accordance with applicable laws and, in the event that such instructions are given, the Data Processor is entitled to resist carrying out such instructions.

(G)   The parties now wish to enter into this Agreement in order to regulate the provision, use and processing of Personal Data which the Data Processor will be processing on behalf of the Data Controller.

(F)   The terms referred to in this Agreement will be used as they are used in applicable laws or, if not inconsistent with these laws, in accepted general principles and practices. Specifically, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Sensitive Personal Data" and "Processing" shall be defined as by applicable data protection legislation.

AGREEMENT

1.1   This Agreement shall continue in full force for the duration stated, unless terminated for breach by either party.

2.   OBLIGATIONS OF THE DATA CONTROLLER

2.1   The Data Controller shall authorize the Data Processor to process the personal data in any manner that may reasonably be required in order to provide the Services.

2.2   The instructions given by the Data Controller to the Data Processor in respect of the Personal Data shall always be in accordance with the laws of Ireland.

3.   OBLIGATIONS OF THE DATA PROCESSOR

3.1   In discharging its obligations under this Agreement, the Data Processor must comply with all applicable law, in particular data protection regulations. In particular, the Data Processor will ensure that all necessary logging, registrations, and notifications are made and will cooperate with the Data Controller in relation to evidential matters, amendments, or alterations.

3.2   The Data Processor undertakes that he shall only process the personal data on documented instructions from the Data Controller, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by applicable law to which the Data Processor is subject.

In such a case, the Data Processor undertakes to inform the Data Controller of that legal requirement before processing takes place, unless that law prohibits such information on important grounds of public interest.

"Third country" or "international organisation" in this context means a destination outside the European Economic Area.

3.3   The Data Processor will process the Personal Data for the following purposes only:
- [Purpose] preparing of BCFRC audited accounts for financial compliance purposes.
- [Purpose]financial transparency, governance, revenue compliance, payroll

3.4   The Data Processor agrees to execute its obligations in this contract using the following process:
- [Process]
- [Process]

3.5 The Data Processor will treat the personal data and any other information provided by the Data Controller as confidential and will ensure that access to the personal data is limited only to authorized persons who require accessing it for the purposes defined in this Agreement.

The Data Processor will ensure that persons authorized to process the persona data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. In this context, the Data Processor will ensure that all such authorized persons have undergone the required training to discharge the obligation to uphold confidentiality as required by applicable laws.

The Data Processor will not disclose any personal data to a third party in any circumstances other than at the specific written request of the Data Controller unless such disclosure is necessary in order to deliver the Services or is required by applicable legislation.
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3.6 The Data Processor undertakes to implement the appropriate organizational and technological measures in such a manner that meet the requirements of applicable law, in particular relevant data protection legislation, to ensure the protection of the rights of the Data Subjects.

3.7 The Data Processor will not transfer the Personal data to a destination outside the European Economic Area (EEA), other than at the specific written request of the Data Controller, unless the transfer is required by law.

3.8 The Data Processor shall not engage another processor without the prior specific written authorization of the Data Controller. The Data Processor shall inform the Data Controller of any intended changes concerning the addition or replacement of other processors before such changes are affected, thereby giving the controller the opportunity to object to such changes. (Amend as appropriate).

Where engaging a sub-contractor, the Data Processor will obtain guarantees from such other processor that he will implement organizational, operational, and technological processes and procedures in compliance with the principles of appropriate standards and all applicable laws and will use such principles and laws as the basis for discharging his obligations in this regard.

3.9 The Data Processor will implement appropriate technical and organisational measures to ensure a level of security appropriate to identified risks, including inter alia as appropriate:
- the pseudonymizing and encryption of personal data,
- the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services,
- the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident,

- processes for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of processing.

  In assessing the appropriate level of security, the Data Processor will implement all reasonable measures to keep the personal data safe from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored, or otherwise processed.

3.10   The Data Processor will notify the Data Controller as soon as possible once becoming aware of a personal data breach.

   The Data Processor will cooperate with the Data Controller in implementing any appropriate action concerning the breach, including corrective actions, unless such action is contrary to applicable law.

3.11   In the event that the Data Processor receives a complaint, notice or communication which relates directly or indirectly to the processing of the data or other connected activities, or which relates directly or indirectly to the compliance of the Data Processor, the Data Controller or other involved parties with relevant laws and relevant data protection legislation, the Data Processor will immediately bring this complaint, notice or communication to the attention of the Data Controller

3.12   The Data Processor will assist the Data Controller to delete or return all the personal data to the Data Controller after the end of the provision of services relating to processing and deletes existing copies available unless the instruction of the Data Controller conflicts with applicable legislation on the continued retention and storage of such data.

   The Data Processor shall not delete or return to the Data Controller any data without the prior written notification for same, allowing the Data Controller reasonable time to object to such deletion or return, even upon the termination, discharge or conclusion of this agreement or the processing activity, as the case may be.

3.13   Without prejudice to other legal provisions concerning the data subject's right to compensation and liability of the parties generally, as well as legal provisions concerning fines and penalties, the Data Processor will carry full liability in the instance where he is found to have infringed applicable laws, including data protection regulations, by determining the purposes and means of processing.

4.   **RIGHT OF AUDIT**

4.1   The Data Processor will allow for and contribute to audits, including inspections, which may be carried out by the Data Controller or another auditor mandated by the Data Controller.

4.2   In the event that the Data Processor forms the opinion that the instruction of the Data Controller infringes applicable law, he/they will immediately inform the Data Controller.

4.3   The Data Controller may make a written request, or request during an audit or inspection, a copy of all data and data-related activity logs from the Data Processor

and such information shall be provided by the Data Processor without unreasonable delay in the format and on media as reasonably specified by the Data Controller.

4.4 In the event of the Data Controller receiving notification of an official audit, the Data Processor will provide any support required.

5. **DATA SUBJECT RIGHTS**

5.1 The Data Processor will assist the Data Controller, whenever reasonably required, in so far as possible, to fulfil the Data Controller's obligation to respond to requests for exercising the Data Subject's rights as provided by relevant legislation.

In doing so, both the Data Controller and the Data Processor will consider the nature of the processing and the appropriate technical and organizational measures, which have been implemented.

5.2 The Data Processor will assist the Data Controller in ensuring compliance with its legal obligations as provided by applicable legislation, in particular data protection legislation, concerning the security of processing, the notification requirements to relevant authorities, the requirement to communicate personal data breaches to the data subject, the requirement to carry out data protection impact assessments and the requirement to consult with relevant authorities concerning high-risk processing prior to carrying out such processing. In discharging this obligation, the Data Processor may have regard to the nature of the processing and the information available to him.

The Data Processor will make all the information necessary to demonstrate compliance with the obligations by applicable law, in particular applicable data protection legislation.

5.3 The Data Subject is hereby entitled to enforce the terms and conditions of this Agreement as a third-party beneficiary.

6. **INDEMNITIES**

Each party shall indemnify the other against all costs, expense, including legal expenses, damages, loss, including loss of business or loss of profits, liabilities, demands, claims, actions, or proceedings which a party may incur arising out of any breach of this Agreement howsoever arising for which the other party may be liable.

National forum
Jackie for ref

7.   **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with EU law and each party hereby submits to the non-exclusive jurisdiction of the courts.

Signed... Date.....................................

on behalf of torc.CFRC - the Data Controller

Signed.. Date....................................

O'Brien, Coffey & MacSweeney Accountants - the Data Processor

Review
- This agreement will be reviewed in 3 years or sooner, should circumstances change.