

Data processing agreement

Template for Every Letter Right exercises. Fill in the details in square brackets. Under UK GDPR Article 28, the organisation is the controller and Every Thing Right HR is the processor.

1. Parties

Controller	[Organisation name], [registered address], company number [number]
Processor	Fraser Reading, trading as Every Thing Right HR, 203 West Street, Fareham, Hampshire, PO16 0EN
Date	[date]

2. What this covers

The processor will process personal data only to prepare, check and issue personalised letters and related documents for the exercise described in Schedule 1, and only on the controller's documented instructions, including this agreement and the signed-off scope. If the law requires any other processing, the processor will tell the controller before doing it, unless the law forbids that. If the processor believes an instruction breaks data protection law, it will tell the controller straight away.

3. Where the data is processed

Live personal data is processed only on systems or devices provided or approved by the controller. Build and testing use dummy data. Personal data is not uploaded to any third-party service, and is not transferred outside the UK.

4. Confidentiality

Only the processor (Fraser Reading) will access the personal data. No one else is given access without the controller's prior written agreement.

5. Security

The processor will apply the measures in Schedule 2, appropriate to the risk, in line with Article 32 UK GDPR.

6. Sub-processors

The processor will not engage any sub-processor without the controller's prior specific written authorisation. None is used at the date of this agreement.

7. Helping the controller

Taking into account the nature of the processing, the processor will help the controller respond to requests from individuals exercising their rights, and with its obligations on security, breach notification, impact assessments and prior consultation (Articles 32 to 36).

8. Personal data breaches

The processor will tell the controller without undue delay, and in any event within 24 hours, after becoming aware of a personal data breach, with the information then available, and will keep the controller updated.

9. End of the exercise

On the date in Schedule 1, or earlier on the controller's request, the processor will, at the controller's choice, delete or return all personal data and working files, delete any remaining copies, and confirm this in writing, unless the law requires them to be kept.

10. Audit

The processor will make available all information needed to show compliance with Article 28, and allow for and contribute to reasonable audits by the controller or its auditor, on reasonable notice.

11. Law

This agreement is governed by the law of England and Wales.

Schedule 1: processing details

Exercise	[for example, annual pay review 2027]
Nature and purpose	Preparing, checking and issuing personalised letters and documents
Individuals	Employees and managers in scope of the exercise
Personal data	Names, employee reference, job title, work location, pay and benefit details, contact details, manager
Special category data	None, unless agreed in writing
Duration	From [start date] until deletion on [deletion date]

Schedule 2: security measures

- Work only on controller-provided or controller-approved systems and devices
- Device encryption, strong passwords and multi-factor authentication
- No live data in email attachments to the processor, personal cloud storage or AI services
- Dummy data for build and testing
- Least-access: only the files and folders needed for the exercise

- Reconciliation log of what was issued, to whom and when
- Deletion of working files on the agreed date, confirmed in writing

Signed

Controller		Processor
Name		Fraser Reading
Role		Every Thing Right HR
Signature		
Date		