Data Processing Agreement

UK GDPR Article 28 terms – part of the Master Services Agreement

PARTIES

(1) **Ataman Consulting Ltd**, a company incorporated in England and Wales with company number 13597881, whose registered office is at 124 City Road, London, England, EC1V 2NX (the **"Provider"**); and

(2) the client named in the Ataman Consulting **Contract Acceptance Form** that refers to this document (the **"Client"**).

The Client is the **Controller** and the Provider is the **Processor** of the personal data described in Schedule 1. This Data Processing Agreement forms part of the Master Services Agreement between the parties (the **"MSA"**) and applies automatically whenever the Provider processes personal data on the Client's behalf.

AGREED TERMS

1. DEFINITIONS

1.1 **"UK GDPR"**, **"Controller"**, **"Processor"**, **"Personal Data"**, **"Data Subject"**, **"Processing"** and **"Personal Data Breach"** have the meanings given in the UK GDPR and the Data Protection Act 2018 (together, **"Data Protection Law"**).

2. PROCESSING INSTRUCTIONS

2.1 The Provider shall process Personal Data only on the Client's documented instructions, as set out in this DPA, the MSA, the selected SOW and the Contract Acceptance Form, unless required otherwise by law. The Provider shall tell the Client if it believes an instruction breaches Data Protection Law.

2.2 The subject matter, duration, nature and purpose of the processing, the types of Personal Data and the categories of Data Subjects are set out in Schedule 1.

3. CONFIDENTIALITY OF PERSONNEL

3.1 The Provider shall ensure that anyone authorised to process the Personal Data is bound by a duty of confidentiality.

4. SECURITY

4.1 The Provider shall implement appropriate technical and organisational measures to protect the Personal Data, as required by Article 32 UK GDPR, including the measures in Schedule 3.

5. SUB-PROCESSORS

5.1 The Client gives general authorisation for the Provider to use the sub-processors listed in Schedule 2. The Provider shall notify the Client of any intended addition or replacement, and the Client may object on reasonable data protection grounds within 14 days.

5.2 The Provider shall impose data protection obligations on each sub-processor that are no less protective than this DPA and remains liable for their performance.

6. INTERNATIONAL TRANSFERS

6.1 The Provider shall not transfer Personal Data outside the United Kingdom unless the transfer is to a country covered by UK adequacy regulations or is protected by an appropriate safeguard, such as the UK International Data Transfer Agreement or the UK Addendum to the EU Standard Contractual Clauses.

7. DATA SUBJECT RIGHTS AND ASSISTANCE

7.1 The Provider shall promptly pass to the Client any request it receives from a Data Subject and shall assist the Client, taking into account the nature of the processing, to respond to such requests.

7.2 The Provider shall reasonably assist the Client with security, breach notification, data protection impact assessments and prior consultation under Articles 32 to 36 UK GDPR.

8. PERSONAL DATA BREACHES

8.1 The Provider shall notify the Client without undue delay, and in any event within 48 hours, after becoming aware of a Personal Data Breach affecting the Client's Personal Data, and shall provide the information the Client reasonably needs to meet its own obligations.

9. RETURN AND DELETION

9.1 At the end of the Services, the Provider shall, at the Client's choice, delete or return the Personal Data and delete existing copies, unless the law requires it to keep them.

10. AUDIT

10.1 The Provider shall make available the information reasonably needed to demonstrate compliance with this DPA and allow audits by the Client or its appointed auditor, on at least 30 days' notice, no more than once a year, during normal business hours.

11. LIABILITY AND TERM

11.1 The limitations of liability in the MSA apply to this DPA. This DPA continues for as long as the Provider processes Personal Data on the Client's behalf.

12. GOVERNING LAW

12.1 This DPA is governed by the law of England and Wales.

SCHEDULE 1 – DETAILS OF PROCESSING

Item	Details
Subject matter	Personal Data provided by or for the Client in connection with the Services
Nature and purpose	Performing the Services selected in the Contract Acceptance Form, including advice, audits, training, content management, software, hosting and coaching
Duration	The term of the Services, plus the period needed for return or deletion
Types of Personal Data	Names, contact details, job roles, training and competency records, site and incident records, user account and usage data, content and images, and other data the Client provides
Special category data	Only where needed for the Services (for example, health information in incident records) and agreed with the Client
Categories of Data Subjects	The Client's employees, contractors, customers, website and app users, and other individuals whose data the Client provides

SCHEDULE 2 – APPROVED SUB-PROCESSORS

Sub-processor	Service	Transfer safeguard
Hostinger	Virtual private server hosting	UK adequacy regulations or IDTA / UK Addendum
Amazon Web Services	Company email and cloud services	UK adequacy regulations or IDTA /

		UK Addendum
Google (Cloud / Workspace)	Cloud services, email and storage	UK adequacy regulations or IDTA / UK Addendum
Microsoft (365 / OneDrive)	Productivity software and storage	UK adequacy regulations or IDTA / UK Addendum
Cloudflare	Content delivery, DNS and security	UK adequacy regulations or IDTA / UK Addendum

SCHEDULE 3 – SECURITY MEASURES

Area	Measure
Access control	Role-based access, least privilege and multi-factor authentication for administrative accounts
Encryption	Encryption in transit (TLS) and encrypted storage where supported by the hosting provider
Resilience	Regular backups and tested restoration
Monitoring	Uptime and security monitoring, and logging of administrative access
People	Confidentiality obligations and data protection awareness for anyone processing Personal Data
Incidents	Documented incident response and breach notification process
Deletion	Secure deletion at the end of the retention period or engagement

ACCEPTANCE

This document is accepted by signing the Ataman Consulting Contract Acceptance Form, electronically or by hand. The version accepted is the version shown in the footer and published at atamanconsulting.co.uk/legal/data-processing-agreement.pdf on the date the form is signed. The Client's details, the agreed fees and any special terms are recorded in that form.

A typed name with confirmation of acceptance through the Provider's signing platform is an electronic signature and has the same effect as a handwritten signature.