**ENTRUSTMENT AGREEMENT OF PERSONAL DATA**

**PROCESSING**

THIS AGREEMENT is made in Haga clic aquí para escribir texto., on the Elija un elemento. day of Elija un elemento. Elija un elemento.

**BY AND BETWEEN**

Haga clic aquí para escribir texto. *,* with personal ID number Haga clic aquí para escribir texto., Director of the Educational Centre Haga clic aquí para escribir texto.*,* with code Haga clic aquí para escribir texto., acting in the name and on behalf of the Dirección General de Formación Profesional y Régimen Especial de la Consejería de Educación de la Comunidad de Castilla y León, whose registered office is at Avenida del Real Valladolid s/n 47014 Valladolid; hereinafter known as the CONTROLLER

Haga clic aquí para escribir texto. *,* with personal ID number Haga clic aquí para escribir texto., acting in the name and on behalf of Haga clic aquí para escribir texto., whose registered office is at Haga clic aquí para escribir texto., with tax ID number/personal ID number Haga clic aquí para escribir texto.; hereinafter known as THE COMPANY or THE PROCESSOR.

The parties have sufficient legal capacity to enter into this Agreement.

**BACKGROUND**

**I.-** The parties have signed up a ‛Educational Centre-Workplace Execution Document′ for the completion of the Workplace Training Module (in Spanish, Formación en Centros de Trabajo, FCT) by the selected students at THE COMPANY’s premises.

**II.-** In compliance with personal data protection regulations, the Dirección General de Formación Profesional y Régimen Especial shall act pursuant to the powers conferred on the personal data CONTROLLER.

**III.-** Both parties agree to execute this Agreement to entrust the processing of personal data, which is attached as an Annex to the ‛Educational Centre-Workplace Execution Document′, to ensure that the processing of the data is carried out in accordance with the following terms.

**AGREED TERMS**

**1. Purpose**

The COMPANY is authorised to be the PROCESSOR of the personal data required for the development of the FCT module on behalf of the Dirección General de Formación Profesional y Régimen Especial, the CONTROLLER of such processing.

**2. Duration**

The Agreement herein shall remain in force during the lifetime of the FCT vocational training module.

**3. Nature and purposes**

The processing of personal data by the PROCESSOR is intended to enable students involved the FCT module to complete their apprenticeships at the company’s premises.

**4. Type of personal data, processing operations and stakeholders categories**

**4.1. Type of personal data**

The following personal data will be processed: identifying data that includes contact and academic details.

**4.2. Processing operations**

The processing of these personal data shall involve the following operations:

|  |  |  |  |
| --- | --- | --- | --- |
| 🞎 Collection | ☒ Recording | 🞎 Organisation | 🞎 Structuring |
| 🞎 Storage | 🞎 Adaptation | 🞎 Change | 🞎 Retrieval |
| 🞎 Consultation | ☒ Use | 🞎 Transmission | 🞎 Dissemination |
| 🞎 Access | 🞎 Collation | 🞎 Interconnection | 🞎 Restriction |
| ☒ Removal | 🞎 Destruction |  |  |
| 🞎 Others:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**4.3. Stakeholders Categories**

These processing operations affect the following stakeholders categories:

- Students attending an FCT module within the scope of vocational training.

- Teachers accountable for FCT module delivery.

**5. Obligations and rights of the Controller**

**5.1.** Ensuring **compliance with the General Data Protection Regulation (GDPR)** by the Processor, both before and during the processing.

**5.2. Monitoring** the processing, including audit and inspection processes.

**5.3. Assessing the impact,** if any**,** of the processing operations on the protection of personal data by the Processor.

**5.4.** Undertaking the appropriate **prior consultations**, if any.

**5.5.** Definingthe **type** of personal data to be collected and the information clauses made available to the stakeholders.

**5.6.** Appointing **other processors** to manage on his/her behalf **all or part of the processing** referred to in the Agreement herein. In such case, the Controller shall report to the Processor, through prior written means, the identity of the new processors, the data to be reported, the security measures to be applied to reports and other necessary instructions.

**5.7.** **Making available the following documentation to the Processor**:

* identifying and contact details of those students completing the FCT module;
* identifying and contact details of teachers accountable for FCT module delivery.

**5.8.** **Collecting personal data**, including the preparation of forms or any other means that enable to gather any necessary information.

**6. Obligations of the Processor**

**6.1.** **Processing** the personal data only on **instructions** from the Controller. Shall the Processor believes that any instruction violates the GDPR or other EU or Member State data protection provisions, he/she will immediately report it to the Controller.

If the Processor is obliged by EU or Member State law to transfer personal data to a third country or an international organisation, the Processor will report about that legal requirement before processing to the Controller, unless that Law prohibits such information on important grounds of public interest.

**6.2.** Ensuring that persons authorised to process the personal data have committed themselves to **confidentiality** or are under an appropriate statutory obligation of confidentiality.

**6.3.** Implementing appropriate **technical and organisational measures** to ensure an appropriate level of security, in particular:

* the pseudonymisation and encryption of personal data, where necessary;
* the ability to ensure the on-going 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;
* a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
* only personal data which are necessary for each specific purpose of the processing shall be processed.

**6.4.** **Assisting the Controller** by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the stakeholder's rights. When persons concerned exercising their right to request from the Controller access to and rectification or removal of personal data or restriction of processing or objection to processing as well as their right to data portability and their right not to be subject to a decision based solely on automated processing, the persons concerned shall have to notify the Controller by e-mail, without undue delay, and, in any case, not later than the first working day following the request, and attach, when appropriate, any other relevant information to this end.

**6.5.** **Assisting the Controller** in ensuring compliance with the obligations for security of personal data taking into account the nature of processing and the information available to the Processor.

**6.6.** Making available to the Controller **all information and supporting documentation** necessary to **demonstrate compliance** with the obligations laid down in this Agreement and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller.

**6.7.** Where the Processor considers engaging **another processor** for carrying out one or several processing operations, the Processor shall notify it to the Controller by e-mail at least **72 hours** in advance, identifying the processing operations to be entrusted and clearly and unambiguously indicating the other processor’s contact details. If the Processor raises no objection within this time limit, the new processor could start performing the tasks given as a processor subject to the same conditions and requirements in terms of the adequate processing of personal data and guaranteeing the concerned persons’ rights.

The initial Processor shall issue a legal act in written form establishing the relationship between the Processor and that other processor. That other processor shall be liable for the obligations set out in this Agreement, in particular for providing sufficient guarantees to implement appropriate technical and organisational measures and the instructions from the Controller.

In the event of non-compliance by that new processor, the initial Processor shall remain fully liable to the Controller for any consequences arising from such processing.

**6.8. Communicating** to the Controller any personal data **breach** by e-mail, **without undue delay** and, in any case, not later than **48 hours** after having become aware of it, and all information relevant to notify and document the incident.

The communication to the Controller shall not be required if the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons.

The communication shall at least:

* Describe the nature of the personal data breach including, where possible, the categories and approximate number of stakeholders concerned, and the categories and approximate number of personal data records concerned;
* Identify other contact points where more information can be obtained;
* Describe the likely consequences of the personal data breach;
* Describe the measures taken or proposed to be taken to tackle the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

**6.9.** Using the personal data processed, or any other data collected, **only for the purposes of this entrustment**. The Processor may never use the data for its own purposes.

**6.10. Not to communicate data to third parties** without the express authorisation of the Controller under the circumstances provided by law.

**6.11. Safeguarding the duty of secrecy** concerning the personal data that they have access under this entrustment, even after its completion.

**6.12. Ensuring authorised personal to process personal data is suitably trained in personal** data protection

**6.13.** Maintaining a written **record** of all **categories of processing operations** under the Controller’s responsibility that shall contain:

* the name and contact details of the Processor and the Controller and, where applicable, their representatives, and the data protection Officer;
* the categories of any data processing performed by the Controller;
* where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1) of the GDPR, the documentation of suitable safeguards;
* a general description of the technical and organisational security measures referred to in Section 6.3 of this Agreement.

**6.14.** **Deleting**, once the vocational training module in Workplace Training is completed, all the gathered personal data and all existing copies and records collected unless the law requires further storage of such data by the Processor.

**7. Communications**

Any communication from the Processor to the Controller shall be sent via e-mail at the following address: protecciondatos.dgfpre.educacion@jcyl.es.

IN WITNESS WHEREOF the parties have signed this Agreement in duplicate, at the place and on the date first above written.

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| **The Controller** | **The Processor** |
| (By delegation of the power of signature of the Director General de Formación Profesional y Régimen Especial, of 13/03/2019)The Director of the Educational Centre | Haga clic aquí para escribir texto. |
| Signature: | Signature: |