



Data Processing Agreement

This Data Processing Agreement (DPA) amends our underlying Terms and Conditions between **STB Ltd** trading as '**Surrey Translation Bureau**' and **you**, only to the extent the Service is used to process personal data covered under the General Data Protection Regulations (GDPR).

Customer name		STB Ltd
Signature		
Name		
Position		
Date		

Definitions

We will use the following definitions in this DPA:

- 'We', 'us' and 'our' means STB Ltd, the Data Processor
- 'You' means you, our customer, the Data Controller
- When 'you' and 'us' are referred to, these are the 'Parties'.

The following terms and definitions relate specifically to the processing of data under the GDPR:

Term	Definition
Data Controller	The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
Data Subject	A person whose personal data is being collected, held or processed.
Personal Data	Any information provided by and relating to an identified or identifiable Data Subject; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. The Personal Data is that information provided directly or indirectly by you for Processing.

Processing	Any operation or set of operations performed on Personal Data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, and erasure or destruction.
Data Processor	The entity that processes Personal Data on behalf of the Data Controller.
Services	The Services we provide to you via our Terms and Conditions.
Sub-processor	Any Data Processor engaged by us.

1. Effective date

This DPA will be effective from the date signed above. This DPA supersedes and replaces any pre-existing agreement or terms relating to data privacy, data protection or data security. In the event of a conflict between this DPA and our Terms and Conditions (see: <https://www.surreytranslation.co.uk/terms-conditions-document-translation-services/>), the terms of this DPA will govern.

2. Term

This DPA will terminate on your request to conclude our working business relationship, following any post-termination period relevant to data processing, see Section 10 'Return and deletion of Personal Data'.

3. Processing of Personal Data

Roles of the Parties. The parties acknowledge and agree that, with regard to the Processing of Personal Data, you are the Data Controller, we are the Data Processor and that we will engage Sub-processors as set forth in Section 7 'Sub-processors' below.

Processing of your Personal Data. We will only process Personal Data in accordance with your written instructions, which shall comply with the data protection laws and regulations in force. You have the sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which you acquired the Personal Data.

Processing of third-party Personal Data. You are responsible for obtaining any necessary permissions for the Processing of Personal Data belonging to a third party and referred in the documents you instruct us to process. If the status of permission changes, or the applicable third party removes their consent, you will advise us without delay.

Non-compliant instructions. We will inform you should you give us a Processing instruction that we consider non-compliant with the GDPR or related data protection law.

Our Processing of Personal Data. We shall treat Personal Data as confidential information and shall only process Personal Data on behalf of and in accordance with your documented instructions for the following purposes: (i) Processing in accordance with our Terms and Conditions; (ii) Processing to comply with other documented reasonable instructions provided by you (e.g. via email) where such instructions are consistent with our Terms and Conditions.

Details of the Processing. The subject matter of the Processing of Personal Data by us is the performance of the Services pursuant to our Terms and Conditions. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and the categories of Data Subjects processed under this DPA should be specified by you and are documented in the Schedule below as necessary.

4. Data Privacy Impact Assessments

DPIA assistance. Where you deem it necessary to conduct a Data Privacy Impact Assessment (DPIA) we will cooperate with your reasonable requests to assist. To the extent legally permitted, you shall be responsible for any costs arising from our provision of such assistance.

5. Rights of Data Subjects

Data Subject Requests. We shall, to the extent legally permitted, promptly notify you if we receive a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, right to erasure, right to data portability, right to object to the Processing, or its right not to be subject to an automated individual decision making ('Data Subject Request'). Taking into account the nature of the Processing, we will assist you using appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to a Data Subject Request under data protection laws and regulations. In addition, to the extent you, in your use of the Services, do not have the ability to address a Data Subject Request, we shall upon your request make commercially reasonable efforts to assist you in responding to such request, to the extent that we are legally permitted to do so and the response to such Data Subject Request is required under data protection laws and regulations. To the extent legally permitted, you shall be responsible for any costs arising from our provision of such assistance.

6. Our personnel

Confidentiality. We shall ensure that our personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. We shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

Reliability. We shall take commercially reasonable steps to ensure the reliability of any of our personnel engaged in the Processing of Personal Data.

Limitation of access. We shall ensure that our access to Personal Data is limited to those personnel performing Services in accordance with our Terms and Conditions.

Data protection concerns. We have appointed a Compliance Officer who will address data protection concerns and may be reached at gdpr@surreytranslation.co.uk.

7. Sub-processors

Appointment of Sub-processors. You acknowledge and agree that we may engage third-party Sub-processors in connection with the provision of the Services. We have agreements with each Sub-processor containing data protection obligations not less protective than those in this DPA with respect to the protection of your data to the extent applicable to the nature of the Services provided by such Sub-processor.

Liability. We shall be liable for the acts and omissions of our Sub-processors to the same extent we would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in our Terms and Conditions.

8. Security

Controls for the protection of your data. We shall maintain appropriate technical and organisational measures for protection of the security (including protection against unauthorised or unlawful Processing and against accidental or unlawful destruction, loss or alteration, or damage to, unauthorised disclosure of or access to your data), confidentiality and integrity of your data. We will not materially decrease the overall security of the Services during the term.

Audits. We will cooperate with your reasonable requests to verify our compliance with our obligations under this DPA by making available, subject to non-disclosure obligations, third-party audit reports (where available), descriptions of security controls and other information reasonably requested by you regarding our security practices and policies.

9. Customer data incident management and notification

Notification of security breach. If we become aware of and confirm a breach of our security leading to the accidental or unlawful destruction, loss, alteration or unauthorised disclosure of, or access to Personal Data covered by the GDPR in our custody or control, we will, without undue delay, notify you and exercise best efforts to mitigate the effects and to minimise any damage resulting from such a security breach.

Remediation of security breaches. We shall make reasonable efforts to identify the cause of such Data Incident and take those steps we deem necessary and reasonable in order to remediate the cause of such a data incident to the extent that the remediation is within our reasonable control.

Unsuccessful security incident. You agree that an unsuccessful security incident will not be subject to this section. An unsuccessful security incident includes but is not limited to things such as attempts at unauthorised access to Personal Data or to any of our equipment or facilities storing Personal Data, attacks on firewalls or edge servers, port scans, unsuccessful login attempts, denial of service attacks or other unauthorised access to data that does not result in access beyond IP addresses.

Security breach liability. Our obligation to report or respond to a security incident will not be construed as an acknowledgement of any fault of liability on our part. The obligations herein shall not apply to incidents that are caused by you or anyone acting with your authorisation.

10. Return and deletion of Personal Data

Data deletion post-expiration or termination of contract. Within a reasonable amount of time following expiration or formal termination of our contractual relationship plus any post-termination period during which you have the ability to export or have Personal Data returned, we will delete your Personal Data to the extent required by applicable law. You hereby instruct us to delete all Personal Data after such period. It is your responsibility to ensure all Personal Data has been exported and/or returned to you prior to its deletion by us.

Periodical data deletion. Project data, including Personal Data and associated documents, will be kept for five (5) years from the project order date. After which point, Project data, including Personal Data and associated documents, will be periodically deleted from our system. It is your responsibility to ensure all data has been exported and/or returned to you prior to its deletion by

us. However, personal information included in accounting records will be kept for a minimum of 7 years.

Personal Data stored in translation memories. Personal Data contained in our translation memories cannot be separately identified and deleted. Therefore, personal data in our translation memories will not be deleted on an ongoing basis. Content in translation memories is fragmented and therefore personal data cannot be clearly identified. Following expiration or formal termination of our contractual relationship, we will return to you extractions of all translation memory content used in the course of our working relationship and delete our local copies.

11. Limitation of liability

To the maximum extent required by applicable law, the total combined liability for both you and us is subject to the exclusions and limitations of liability set out in our Terms and Conditions. Any regulatory penalties imposed on either party resulting from this DPA will count towards such liability cap.

12. Governing law

This DPA is subject to the exclusive jurisdiction of the courts of England and Wales.

Schedule

Required Information	Detail
The subject-matter of the processing	<p>(i) Translation: Localisation of written text, software files, documentation and ancillary materials to meet the requirements and standard idioms of the language or languages used in a particular country or countries;</p> <p>(ii) Revision: Comparison of the target text (translation) and source text (original) in order to check the translation for accuracy and style. This includes making corrections and improvements to texts, with particular attention to tailoring them to the given readership;</p> <p>(ii) Editing: A monolingual task. Checks to be carried out as per Revision, however an in-depth comparison against the source file is not required (if provided);</p> <p>(iv) DTP: Inserting translated text into existing artwork files created in Adobe Illustrator, Adobe InDesign or similar and subsequently producing ready-to-print files;</p> <p>(v) Other linguistic services as required.</p>
The duration of the processing	We will process the Personal Data as necessary to provide the Services in our Terms and Conditions, as per Section 3 'Processing of Personal Data' above and as further instructed by you.
The nature and purpose of the processing	We will process the Personal Data as necessary to provide the Services as specified in our Terms and Conditions, Section 3 'Processing of Personal Data' above and as further instructed by you.
The type of personal data to be processed	The type of Personal Data to be processed as instructed by you, for the Services specified in our Terms and Conditions.
The categories of data subjects	<p>We may process Personal Data to the extent that it is determined and controlled by you, which may include but is not limited to the following categories of data subjects:</p> <ul style="list-style-type: none"> • employees, suppliers, customers or other contacts of yours; • details of third party individuals referred to in the documents you send to us for Processing.
The obligations and rights of the data controller	As set out under this Data Processing Agreement or otherwise under applicable data protection law