



Snap Surveys,
4-5 Mead Court,
Cooper Road,
Thornbury,
Bristol,
BS35 3UW

18 March 2015

Dear Louise,

SNAP WEBHOST DATA SHARING

Under the Data Protection Act 1998, Borough of Poole is required to put in place an agreement between Borough of Poole and any organisation which processes personal data on its behalf governing the processing of that data.

Under a Software License and Services Agreement made between Borough of Poole and Snap Surveys ("the Agreement"), Snap Surveys processes the following data ("the Personal Data") on behalf of Borough of Poole:

- any personal data that may be contained within the survey data (being data entered by the Borough of Poole, its users or survey respondents in the course of using Snap Survey's software or services)

Snap Surveys will process the Personal Data for the following purpose(s) only:

- performing its obligations under the Agreement.

The Personal Data above are and will remain the property of Borough of Poole at all times.

This letter evidences an undertaking by Snap Surveys that it will process the Personal Data strictly in accordance with its obligations under the Agreement and with the following conditions. This letter is hereby incorporated into and is subject to the terms of the Agreement. In the event of any conflict between the terms of this letter and the terms of the Agreement, the terms of the Agreement shall prevail.

1. Snap Surveys shall employ appropriate operational and technological processes and procedures to keep the Personal Data safe from unauthorised use or access, loss, destruction, theft or disclosure and Snap Surveys has attained ISO/IEC 27001:2005 certification to meet this obligation.

2. Snap Surveys will not keep the personal data on any laptop or other removable drive or device unless that device is protected by being fully encrypted, and the use of the device or laptop is necessary for the provision of the services under this agreement. Where this is necessary, Snap Surveys will keep an audit trail of which laptops/drives/devices the Personal Data are held on.
3. Snap Surveys shall ensure that only such of its employees who may be required by it to assist it in meeting its obligations under the Agreement shall have access to the Personal Data.
4. Snap Surveys shall ensure that all employees used by it to provide the services as defined in the Agreement have undergone training in the law of data protection, their duty of confidentiality under contract and in the care and handling of Personal Data;
5. Snap Surveys agrees to assist Borough of Poole promptly with all subject information requests which may be received from the data subjects of the Personal Data;
6. Snap Surveys shall not use the Personal Data for any purposes other than those detailed above.
7. Snap Surveys shall not disclose the Personal Data to a third party (other than Snap Survey's third party server hosting and network infrastructure provider (the "Hosting Provider") in any circumstances other than at the specific written request of the Borough of Poole.
8. Snap Surveys is NOT permitted to sub-contract any of the processing, nor transfer the personal data to any third party (other than the Hosting Provider), without explicit written agreement from Borough of Poole.
9. Snap Surveys will NOT transfer the Personal Data to any other country without explicit written agreement from Borough of Poole, but the Borough of Poole acknowledges that the Hosting Provider may transfer the Personal Data outside of the EEA. Snap Surveys shall ensure that (a) the Hosting Provider shall, and shall ensure its subcontractors or affiliates shall, act only on Snap Surveys' instructions when processing any Personal Data and shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data and (b) the Hosting Provider shall remain liable for any subcontractors or affiliates as if it performed the relevant service itself.
10. Snap Surveys will ensure that the Personal Data is **securely** removed from their systems and any printed copies securely destroyed at the end of this work, or on termination of the Agreement. In complying with this clause, electronic copies of the Personal Data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software that meets HM Government standards. Any hard copy will be destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste.
11. Borough of Poole will ensure that it is entitled to transfer the Personal Data as envisaged under this letter and the Agreement so that Snap Surveys and its Hosting Provider may lawfully use, process, store and transfer the Personal Data in accordance with this letter and the Agreement on the Borough of Poole's behalf.

12. Borough of Poole will ensure that all relevant third parties (including survey respondents) whose personal data may be contained in the Personal Data) have been informed of, and have given their consent to, such use, processing, storage and transfer described in condition 11 as required by all applicable data protection laws.
13. This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales..

Signed



Peter Stratford
Corporate Research Manager

On behalf of:

Borough of Poole

On behalf of:

Snap Surveys Limited
(Company No. 01672722)

