Data Processing Agreement (DPA)

1. Parties

This Data Processing Agreement ("Agreement") is between:

(1) The Customer, acting as **Data Controller**, and

(2) Millbank Technologies Limited ("Millbank"), a company registered in England and Wales, acting as **Data Processor**, in connection with the Customer's use of the compraPRO SaaS platform.

This Agreement forms part of the Customer's contract for the use of compraPRO.

2. Definitions

Terms used in this Agreement have the meanings given in UK GDPR, including:

"Controller": the entity determining the purposes and means of processing personal data.

"Processor": the entity processing personal data on behalf of the Controller.

"Personal Data": any information relating to an identified or identifiable natural person.

"Processing": any operation performed on personal data.

"UK GDPR": the UK General Data Protection Regulation.

"Data Protection Legislation": UK GDPR and the Data Protection Act 2018.

3. Subject Matter and Duration

3.1. Millbank will process Personal Data on behalf of the Customer for the purpose of providing the compraPRO procurement management platform.
3.2. Processing continues for the duration of the Customer's active subscription and ends upon deletion of Processor Data in accordance with this Agreement.

4. Nature and Purpose of Processing

4.1. Millbank processes Personal Data solely to:
  4.1.1. host and operate the compraPRO platform
  4.1.2. store Supplier contact details and procurement-related data entered by the Customer
  4.1.3. provide support, maintenance, and security
  4.1.4. generate audit logs and diagnostic information
  4.1.5. enable the Customer to manage procurement operations
4.2. Millbank will not process Personal Data for its own purposes.

5. Types of Personal Data and Categories of Data Subjects

5.1. Processor Data includes:
  5.1.1. Suppliers contact details
  5.1.2. Supplier representatives
  5.1.3. Operational procurement data entered by the Customer
  5.1.4. Any other personal data uploaded by the Customer into compraPRO
5.2. Data subjects include:

5.2.1. Supplier employees
5.2.2. Supplier representatives
5.2.3. Individuals whose data the Customer enters into the platform

6. Controller Instructions

6.1. Millbank will process Personal Data only on documented instructions from the Customer, including:
6.1.1. actions taken within the compraPRO platform
6.1.2. deletion requests
6.1.3. export requests
6.1.4. configuration changes
6.1.5. written instructions provided via support channels
6.2. Millbank will immediately inform the Customer if an instruction appears unlawful.
6.3. The Customer is responsible for ensuring that any Personal Data provided to Millbank had been collected, disclosed, and instructed for processing in compliance with Data Protection Legislation.

7. Confidentiality

7.1. Millbank ensures that all personnel authorised to process Personal Data:
7.1.1. are subject to confidentiality obligations
7.1.2. receive appropriate data protection training
7.1.3. access Personal Data only when necessary to provide the service

8. Security Measures

8.1. Millbank will implement appropriate technical and organisational measures, including:
8.1.1. encryption at rest and in transit
8.1.2. access controls and authentication
8.1.3. audit and activity logging
8.1.4. secure development practices
8.1.5. regular vulnerability management
8.1.6. backup and recovery processes
8.1.7. data minimisation and segregation
8.2. A detailed description of security measures is available upon request.

9. Sub-processors

9.1. Millbank may use sub-processors to provide hosting, storage, email delivery, analytics, or support services.
9.2. A current list of sub-processors is maintained in the compraPRO Sub-processor Register.
9.3. Millbank will notify the Customer of any intended changes.
9.4. The Customer may object on reasonable grounds.
9.5. Millbank will ensure sub-processors are bound by equivalent data protection obligations.

10. International Transfers

10.1. Millbank will not transfer Personal Data outside the UK without ensuring appropriate safeguards, such as:
10.1.1. UK Addendum to the EU Standard Contractual Clauses
10.1.2. adequacy regulations
10.1.3. other lawful transfer mechanisms

11. Assistance to the Controller

11.1. Millbank will assist the Customer in fulfilling obligations under UK GDPR, including:
- 11.1.1. responding to data subject rights requests
- 11.1.2. breach notifications
- 11.1.3. security assessments
- 11.1.4. impact assessments
- 11.1.5. deletion or export of data

11.2. Millbank will not respond directly to data subjects unless instructed.

12. Personal Data Breach

12.1. Millbank will notify the Customer without undue delay after becoming aware of a Personal Data Breach affecting Processor Data.

12.2. Notifications will include:
- 12.2.1. nature of the breach
- 12.2.2. categories of affected data
- 12.2.3. likely consequences
- 12.2.4. measures taken or proposed to address the breach

13. Retention and Deletion of Processor Data

13.1. Aligned with the compraPRO Data Retention Policy:
- 13.1.1. Processor Data is retained for the duration of the Customer's active subscription.
- 13.1.2. Upon termination, the Customer has 30 days to export their data.
- 13.1.3. After the export window, Millbank will permanently delete Processor Data from live systems unless instructed otherwise or required by law.
- 13.1.4. Deleted data may persist in encrypted backups for a limited period, after which it is automatically purged.
- 13.1.5. Operational logs containing Processor Data may be retained for up to 12 months for security and diagnostics.
- 13.1.6. Where immediate deletion is not technically possible, data will be anonymised.

14. Audit and Compliance

14.1. Millbank will:
- 14.1.1. make available information necessary to demonstrate compliance
- 14.1.2. allow audits by the Customer or an independent auditor
- 14.1.3. ensure audits do not compromise security or other customers' data
- 14.1.4. require reasonable notice and scope

15. Liability

15.1. Liability is governed by the main service agreement between the parties.

15.2. This Agreement does not expand Millbank's liability beyond that contract.

16. Termination

16.1. Upon termination of the Customer's subscription or this Agreement:
- 16.1.1. Millbank will delete Processor Data as described above
- 16.1.2. Obligations relating to confidentiality and security survive termination

17. Governing Law

This Agreement is governed by the laws of England and Wales.

18. Signatures

For the Customer (Controller)		For Millbank Technologies Limited (Processor)	
Name:	.....	Name:	.....
Role:	.....	Role:	.....
Signature:	.....	Signature:	.....
Date:	.....	Date:	.....