



Dublin Cultural Institute
34a Bachelors Walk,
Dublin 1, D01 A437, Ireland

Data Transfer and Processing Agreement

This Agreement is made between:

Data

Dublin Cultural Institute, 34° Bachelor's Walk, Dublin

Controller:

and

Accommodation Provider

1. Purpose of the Agreement

The purpose of this Agreement is to set out the terms under which personal data is shared by the School with the Accommodation Provider for the purpose of arranging, managing, and monitoring student accommodation. This Agreement ensures compliance with applicable data protection legislation, including the EU GDPR and relevant national data protection laws.

2. Status of the Parties

For the purposes of this Agreement: Dublin Cultural Institute acts as the **Data Controller**. - The Accommodation Provider acts as a **Data Processor** when processing personal data strictly on the School's instructions.

The Accommodation Provider must not determine the purposes of processing or use the data for its own independent purposes.

3. Lawful Basis for Data Transfer

The lawful bases for transferring personal data include: - Performance of a contract (provision of accommodation) - Compliance with legal and safeguarding obligations - Legitimate interests in ensuring student welfare and placement suitability.

4. Categories of Data Subjects

Personal data transferred under this Agreement may relate to: - Students (including under 18s) - Parents or guardians (where applicable) - Host family members (where relevant)

5. Categories of Personal Data



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Personal data shared may include: - Name, age, gender, and contact details - Nationality and first language - Course dates and arrival/departure information - Accommodation preferences and requirements - Emergency contact details - Health, dietary, or safeguarding information (where necessary)

Special category data will be limited to what is strictly necessary and subject to enhanced safeguards.

6. Processing Instructions

The Accommodation Provider agrees to: - Process personal data only on documented instructions from the School - Use the data solely for accommodation placement, management, and welfare monitoring - Ensure confidentiality of all personal data

7. Safeguarding and Welfare

Where students are under the age of 18, the Accommodation Provider must: - Comply with the School's Safeguarding and Child Protection Policy - Report safeguarding concerns immediately to the School - Cooperate with monitoring, checks, and visits as required

8. Data Security

The Accommodation Provider must implement appropriate technical and organisational measures to protect personal data, including: - Secure storage of paper and electronic records - Restricted access to authorised individuals only - Secure communication methods when sharing data

9. Sub-Processors

The Accommodation Provider must not engage sub-processors without prior written approval from the School. Where approved, the same data protection obligations must be imposed on the sub-processor.

10. Data Subject Rights

The Accommodation Provider must assist the School in responding to data subject rights requests (including access, rectification, or erasure) without undue delay.



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11. Data Breaches

The Accommodation Provider must notify the School without undue delay of any actual or suspected personal data breach and cooperate fully in investigating and managing the incident.

12. Data Retention and Deletion

Personal data must be retained only for the duration of the accommodation placement and any legally required period thereafter. Upon request or termination of this Agreement, data must be securely returned or deleted.

13. Audits and Monitoring

The School reserves the right to conduct reasonable audits or checks to ensure compliance with this Agreement and safeguarding requirements.

14. Liability

Each party shall be responsible for its own compliance with data protection obligations. Breach of this Agreement may result in termination of accommodation arrangements.

15. Term and Termination

This Agreement shall remain in force for the duration of the accommodation arrangement and may be terminated by either party with written notice. Termination does not remove data protection obligations relating to data already processed.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Ireland.

17. Signatures

For the School (Data Controller):



Name: _____

Role: _____

Signature: _____

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Date: _____

For the Accommodation Provider (Data Processor):

Name: _____

Role: _____

Signature: _____

Date: _____

