Service Level Agreement

When you want proof, not just a promise

In Compliance with General Data Protection Regulation (GDPR) This Service Level Agreement is designed to protect the client against all legislative actions relating to I.T. Asset Disposal and Data Destruction when ustilising the services of Ecosystems Retail Ltd who act as the Data Processor in these activities.

The agreement legally binds Ecosystems Retail Ltd to only act on the written instructions of the Data Controller that are set out in the Risk Assessments/Method Statements.

This SLA informs how Ecosystems work in regard to data destruction and data processing in relation to every single data bearing device collected and how evidence of such destruction is supplied for each device processed.

This SLA details how the client is protected by a comprehensive insurance backed guarantee that incorporates all associated costs of a Data Breach.

Ecosystems Retail Ltd, Cashel Road, Wallasey, Merseyside CH41 1DY
Tel: 01244 289 023
Email: Office@ecosystems-group.co.uk
VAT Registration Number 247 7054 92

The Agreement

In Compliance with General Data Protection Regulation (GDPR) This Service Level Agreement is designed to legally bind the data processor (Ecosystems Retail Ltd) to only act as directed and to work to the written instructions of the Data Controller provided in the risk and method statements when dealing with data processing activities.

The subject matter and duration of the processing

The SLA is a rolling 1 year agreement that covers all equipment that is collected from the Data Controller where Ecosystems is acting as the Data Processor. The subject matter of the agreement is the irreversible destruction of Data held on any devices disposed of by the client and adherence to all relevant legislation when conducting these activities.

The nature and purpose of the processing

Secure and irreversible destruction by the Data Processor of all data held on and redundant data bearing devices specified to be disposed of by the Data Controller.

The type of personal data and categories of data subject

Ecosystems will not investigate, examine, inspect, share or use any data whatsoever that has been collected from the data controller for the processing purposes set out in this agreement. All data irrespective of its content and because the data is unknown will be treated as special category data and irreversibly destroyed.

The processor must ensure that people processing the data are subject to a duty of confidence

All Ecosystems Staff are DBS Checked and go through continuous rigorous training schemes. Specific contracts of employment and methods of working practice are in place in every section of the process to ensure conformance to the Data Controllers written instructions.

The processor must take appropriate measures to ensure the security of processing

Ecosystems operate under NHS Information Governance Toolkit and ISO27001 Accredited Information Security Management Systems. We have extensive physical security in place to protect the Data Controller's equipment and information that includes:

External

Fully Enclosed 12 Ft High Electrified Fencing Protects the Building, Electric Roller Shutter Doors and Windows, External 360 Monitored CCTV, Monitored Alarm System, Linked External Security Guards .

Internal

Monitored CCTV, Airport Style Body Scanner/Metal Detector, Restricted Access to Data Destruction Area through RF Controlled Locked Gateway.

The processor must only engage a sub-processor with the prior consent of the data controller and a written contract

Ecosystems will not use any 3rd Party sub-processors.

The processor must assist the data controller in providing subject access and allowing data subjects to exercise their rights under the GDPR

Ecosystems do not examine or investigate any data supplied by the Data Controller, its only purpose is to destroy Data. Should the Data Controller identify an item of data bearing equipment that holds data that is relevant to a subject access request and has not been processed and had the data destroyed. Upon request we will return the item of data bearing equipment to the Data Controller.

The processor must assist the data controller in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments

Ecosystems will assist the Data Controller when acting as the Data Processor in meeting its GDPR Obligations in relation to security of processing. We will notify the Data Controller of any breaches of personal data within 24 hours of the breach and assist with data protection impact assessments. We will protect the Data Controller with a 3rd party professional indemnity insurance in the event of a data breach that is the fault of Ecosystems Retail Ltd, the total liability (including for related costs, fees and expenses) in respect of any one transgression shall be limited to £10,000,000.

The processor must delete or return all personal data to the controller as requested at the end of the contract

Upon request by the Data Controller and at any time through the term of the contract Ecosystems will delete or return all personal data to the Data Controller.

The processor must submit to audits and inspections, provide the controller with whatever information it needs to ensure that they are both meeting their Article 28 obligations, and tell the controller immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state

Upon request from the Data Controller, Ecosystems acting as the Data Processor will submit to an audit and inspection of its data processing activities and provide the data controller with whatever information it needs to ensure that they are both meeting their Article 28 obligations, Ecosystems will tell the controller immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state.

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ACTIVITIES OF ECOSYSTEMS AS THE DATA PROCESSOR

The Data Processor will collect, transport, process and data erase all equipment whilst adhering to all UK legislation relating to this activity including Duty of Care, RoHS, WEEE Directive and Data Protection.

The Data Processor is to maintain a full record of equipment that tracks each individual item disposed of from collection to final outcome.

The Data Processor is to maintain a transparent chain of custody that proves each individual data storage device has had its data irreversibly sanitised.

The Data Processor is to, as instructed by the client, only process the following data storage devices using the following methods to ensure data destruction:

PCs, Laptops, Servers and Tablets. Overwrite Hard Drive using Kill Disk using a British HMG IL5 baseline standard. Supply information relating to make, model, grade, technical specification and serial number of the machine, plus all hard drive serial numbers. Provide individual Hard Drive Overwrite Certificates that details the successful outcome of the process, the Hard Drive Serial, Capacity, Number of wipes plus time and date of process completion. If process fails, physical destruction of the hard drive with time stamped certificate evidence showing hard drive serial number, capacity and the operator who completed the destruction.

a) Photocopiers, Multifunction Printers, CCTV Systems, EPOS and Firewalls. Overwrite Hard Drive using Kill Disk on a British HMG IL5 baseline standard. Supply information relating to make and serial number of the machine, plus hard drive serial number. Provide individual Hard Drive Overwrite Certificate that details the successful outcome of the process, the Hard Drive Serial, Capacity, Number of wipes plus time and date of process completion. If process fails, physical destruction of the hard drive with time stamped certificate evidence showing hard drive serial number, capacity and the operator who completed the destruction.

b) SD Cards, Zip Drives, Floppy Discs, CD-R/DVD-R, Back Up tapes, Dictaphone Tapes, USB Memory Sticks, Video Tapes and Flash Drives. Individually Bar Code for tracking and physical destruction through shredding. Supply certificate of destruction with time stamped certificate showing serial number where possible, capacity and the operator who completed the destruction.

e) Mobile Phones. Supply evidence of factory reset certificate showing make, model, serial number, time stamp of reset and operator who performed the process. Where not possible provide certificate of destruction with time stamped certificate showing serial number where possible, capacity and the operator who completed the destruction

f) Cameras. Supply information relating to make and serial number of the item, plus any removable media storage. Supply certificate of destruction with time stamped certificate showing serial number where possible, capacity and the operator who completed the destruction.

g) Individual HDD and SSD. Overwrite Hard Drive using Kill Disk on a British HMG IL5 baseline standard. Provide individual Hard Drive Overwrite Certificates that details the successful outcome of the process, the Hard Drive Serial, Capacity, Number of wipes plus time and date of process completion. If process fails, physical destruction of the hard drive with time stamped certificate evidence showing hard drive serial number, capacity and the operator who completed the destruction.

The Data Processor is to provide the Data Controller with a comprehensive asset report no later than 2 weeks from uplift of equipment that details every item of equipment collected. This has to be backed by downloadable individual Data Destruction evidence of each data bearing device that is collected and processed.

Provide Risk Assessments and Method Statements that detail how each individual data storage device is to be stored, collected, transported and processed.

The Data Processor is to maintain all licenses and accreditations specified in this agreement and on an annual basic provide the Data Controller of evidence that these licenses and accreditations are still in force.

The Data Processor is to maintain a level of professional indemnity insurance specific to the activities detailed in the agreement at a financial level detailed within this SLA and on an annual basis provide the Data Controller with evidence the insurance is still in force.

THE CLIENT

Company Name: ..... Limited Co./Public Limited Co. ☐
Trading as: ..... Limited Liability Partnership ☐
Or full name of proprietor/partners: ..... Sole Trader ☐
Invoice/Notice address:..... Partnership ☐
.....

Tel:..... Email: .....

Contact Name: .....

Collection Site Address: .....

Tel:..... Email: .....

Contact: ..... Company Registration Number.....

CONFIRMATION

AGREED by the Customer:

Authorised Signature(s) .....

Name (please print) .....

Job Title .....Date .....

AGREED by Ecosystems

Authorised Signature 

Name (please print) Chris Littlewood

Job Title Managing Director Date 02/01/2018

This Agreement may be terminated by either party by providing 1 month's written notice of termination

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