



Data Processing Agreement

This Data Processing Agreement ("DPA") is entered into between you, the subscribing organisation ("Controller", "you", "your"), and Bishop Consultancy UK Ltd, a company registered in England and Wales ("Processor", "Bishop Consultancy", "we", "our").

This DPA applies only to Personal Data processed by Bishop Consultancy on behalf of the Controller in connection with the Service. It does not apply to personal data processed by Bishop Consultancy as a controller in its own right, including personal data processed for account administration, billing, payment processing, customer relationship management, business records, legal compliance or similar purposes. Such processing is governed by Bishop Consultancy's privacy policy which can be found [here](#).

1. Definitions

In this DPA the following terms have the meanings given below:

- "UK GDPR" means the UK General Data Protection Regulation as retained in UK law by the European Union (Withdrawal) Act 2018, as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;
- "DPA 2018" means the Data Protection Act 2018;
- "Personal Data", "Processing", "Data Subject", "Controller", "Processor", "Sub-processor" and "Supervisory Authority" shall have the meanings given in UK GDPR;
- "Service" means the Phishing Simulation Service and/or Cyber Security Awareness Training provided by Bishop Consultancy as described in the Terms of Service;
- "Security Incident" means any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

2. Roles of the Parties

2.1 You are the Controller in respect of Personal Data relating to your employees, workers, contractors, and authorised users that are provided to Bishop Consultancy for the purpose of delivering the Service.

2.2 Bishop Consultancy acts as the Processor only in respect of the Personal Data described in this DPA and processes such Personal Data on your documented instructions.

2.3 Bishop Consultancy acts as a separate controller in respect of personal data it processes for its own business purposes, including account administration, billing, payment processing, customer communications, fraud prevention, legal compliance, and business record keeping. That processing is outside the scope of this DPA.

3. Description of Processing

The following table sets out the nature, purpose, duration, type and categories of Personal Data processed under this DPA:

| | |
|-----------------------|---|
| Subject matter | Provision of cyber security awareness training, simulated phishing email campaigns, related awareness messaging, reporting, certification records, and associated platform access |
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|------------------------------------|--|
| Duration | For the duration of the Service and any additional retention period set out in Clause 6, unless earlier deletion or return is required in accordance with this DPA |
| Nature of processing | Collection, recording, storage, hosting, use, transmission, retrieval, analysis, reporting, deletion and other processing necessary to deliver the Service |
| Purpose | To provide cyber security awareness training, administer training access, record course progress and completion, deliver simulated phishing campaigns where purchased, provide related awareness messaging, and provide reporting to the Controller in accordance with the Service |
| Types of personal data | Employee or user first name, last name, work email address, role or department if provided, user account details, training enrolment, course progress, quiz scores, completion status, certificate records, campaign allocation, simulated email delivery data, open and click timestamps, interaction data, reminder and notification records, login records, technical logs, IP address, browser or device information where collected |
| Categories of data subjects | Employees, workers, contractors, managers, IT users, administrators, and other authorised users of the Controller who are enrolled in or use the Service |

The Service is not intended to process special category personal data, criminal offence data, passwords, payment card data, or personal financial data relating to employees or users. The Controller must not provide such data to Bishop Consultancy or use the Service in a way that requires Bishop Consultancy to process such data

4. Our Obligations as Processor

Bishop Consultancy shall:

1. Process Personal Data only on your documented instructions and solely for the purpose of delivering the Service. If we are required by law to process Personal Data for any other purpose, we will inform you of that legal requirement before processing, unless the law prohibits such notification. The Controller's documented instructions include this DPA, the Terms of Sale, the Authorised Use Declaration where applicable, and the configuration and service instructions submitted by the Controller through the platform or otherwise agreed in writing
2. Ensure that persons authorised to process Personal Data are bound by appropriate confidentiality obligations.
3. Implement appropriate technical and organisational measures to protect Personal Data against unauthorised access, loss, or destruction, as set out in Schedule 2 (Security Measures).
4. Not engage sub-processors without your prior written consent. We will notify you of any intended changes to sub-processors and give you the opportunity to object. Schedule 1 lists the approved Sub processors used to process Personal Data on behalf of the Controller for the Service.
5. Taking into account the nature of the processing, provide reasonable assistance to the Controller in responding to requests from Data Subjects.
6. Reasonably assist you in ensuring compliance with your obligations under Articles 32 to 36 of UK GDPR (security, breach notification, data protection impact assessments, and prior consultation) taking into account the nature of the processing.
7. Notify you without undue delay after becoming aware of a Security Incident affecting Personal Data processed under this DPA. Where reasonably available, the notification shall include

details of the nature of the Security Incident, the categories and approximate number of Data Subjects affected, the likely consequences, and the measures taken or proposed to address it.

8. Delete or return all Personal Data on termination of the Service, at your election, within 90 days, except where retention is required by applicable law. We will confirm deletion in writing upon request.

5. Your Obligations as Controller

You confirm and warrant that:

9. You have identified and documented an appropriate lawful basis under Data Protection Legislation for providing Personal Data to BC and for using the Service.
10. You have provided appropriate privacy information to relevant Data Subjects, including information about the use of Personal Data for cyber security awareness training, simulated phishing campaigns where applicable, monitoring of training progress and campaign interactions, and reporting.
11. All Personal Data provided to Bishop Consultancy is accurate, up to date, relevant, and limited to what is necessary for the Service.
12. You have the authority within your organisation to enter into this DPA and to authorise simulated phishing campaigns targeting your employees.
13. You are responsible for ensuring that your use of the Service, including any internal use of reports or results, complies with applicable employment law, internal policies, staff communications, consultation requirements where applicable, and any sector specific obligations.
14. You shall not provide Bishop Consultancy with special category personal data, criminal offence data, passwords, payment card data, or personal financial data unless expressly agreed in writing and supported by appropriate legal and technical safeguards.
15. Where you use Phishing Simulation Services, you confirm that you own, control, or are otherwise authorised to use the relevant domains and recipient lists and have completed any required Authorised Use Declaration and domain verification steps.

6. Data Retention

6.1 We retain Personal Data for the duration of your active subscription.

6.2 On termination or expiry of the subscription, we will retain Personal Data for up to 90 days to allow for account reactivation or data export requests, unless a shorter period is agreed or required by law.

6.3 After the 90-day retention period, all Personal Data will be securely deleted from our systems, including backups, within a further 30 days, unless retention is required by applicable law.

6.4 We may retain aggregated statistical information for service improvement and reporting purposes, provided that such information does not identify and cannot reasonably be used to identify any individual. Any information that can identify an individual shall remain Personal Data and will be handled in accordance with this DPA.

7. Sub-processors — Schedule 1

You consent to our use of the following sub-processors. We will notify you in writing at least 14 days before adding or replacing a sub-processor, and you may object on reasonable data protection grounds.

| Sub-processor | Purpose | Location | Safeguards |
|---------------|---------|----------|------------|
|---------------|---------|----------|------------|

| | | | |
|-----------------------------|---|-------------------------------|-------------|
| Brevo (Sendinblue) | Email delivery (awareness emails, training notifications, phishing simulations) | EU (France, Germany, Belgium) | EU adequacy |
| Hetzner Online GmbH | Server hosting (training platform and phishing infrastructure) | EU (Germany) | EU adequacy |
| BunnyWay d.o.o. (Bunny.net) | Video content delivery (training courses) | EU (Slovenia) | EU adequacy |

8. International Transfers

Bishop Consultancy shall not transfer Personal Data processed under this DPA outside the UK, EU or to a country not recognised as providing an adequate level of protection unless appropriate safeguards are in place in accordance with Data Protection Legislation, such as the UK International Data Transfer Agreement, the UK Addendum to the EU Standard Contractual Clauses, or another lawful transfer mechanism.

9. Sub-processor Data Location Evidence

Bishop Consultancy shall maintain information about its Sub Processors and relevant processing locations and shall make this available to the Controller on reasonable request. Bishop Consultancy may update such information from time to time to reflect changes in its Sub Processors or their processing arrangements

10. Security Measures — Schedule 2

Bishop Consultancy implements the following technical and organisational measures to protect Personal Data:

Access control: Role-based access controls on all systems. Administrative access limited to authorised personnel with unique credentials and multi-factor authentication.

Encryption in transit: All data transmitted between systems uses TLS 1.2 or higher. All web interfaces are served over HTTPS.

Encryption at rest: Server disks are encrypted. Database backups are encrypted.

Network security: Firewalls, intrusion detection, and regular security patching are in place on all servers.

Phishing simulation safeguards: Simulated phishing pages do not collect, store, or transmit credentials. All form submissions are intercepted client-side and no data leaves the employee's browser. Awareness content is displayed immediately.

Staff: All Bishop Consultancy personnel with access to Personal Data are bound by confidentiality agreements and receive data protection training.

Incident response: A documented incident response procedure is in place covering identification, containment, notification, and remediation.

Backups: Regular automated backups with tested restore procedures. Backups are stored in the same jurisdiction as the primary data.

Certification: Bishop Consultancy holds Cyber Essentials certification and is pursuing IASME Cyber Assurance Level 1 and 2.

11. Audit Rights

11.1 We shall make available to You such information as is reasonably necessary to demonstrate Our compliance with this DPA.

11.2 Any audit or inspection requested by You shall be subject to reasonable prior written notice, shall be limited to matters relevant to the Personal Data processed under this DPA, and shall be carried out during normal business hours in a way that does not unreasonably disrupt Our business or compromise the confidentiality, security, or data of any other customer.

11.3 Where reasonably sufficient, We may satisfy an audit request by providing relevant policies, certificates, security summaries, written responses, or other appropriate documentation.

11.4 Unless required by law or following a Security Incident affecting Personal Data processed under this DPA, You may not request an audit more than once in any 12 month period

12. Liability

12. Each party shall be responsible for its own acts and omissions in relation to Personal Data processed under this DPA and shall comply with its obligations under Data Protection Legislation.

12.2 Subject to sub-Clause 12.4, each party's liability under or in connection with this DPA shall be subject to the limitations and exclusions of liability set out in the Service terms.

12.3 Where a party has paid compensation, damages, regulatory fines, penalties, costs, or expenses as a result of the other party's breach of this DPA or Data Protection Legislation, that party may recover from the other party such proportion of those losses as corresponds to the other party's responsibility for the breach, to the extent permitted by law.

12.4 Nothing in this DPA or the Service terms shall limit or exclude either party's liability to the extent that such liability cannot be limited or excluded under Data Protection Legislation or other applicable law.

13. Term and Termination

13.1 This DPA shall remain in effect for the duration of the Service subscription and for as long as Bishop Consultancy processes Personal Data on your behalf.

13.2 On termination, the provisions of Section 6 (Data Retention) and Section 4.8 (deletion/return of data) shall apply.

14. Governing Law

14.1 This DPA is governed by and construed in accordance with the laws of England and Wales.

14.2 The parties submit to the exclusive jurisdiction of the courts of England and Wales.

15. Contact

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