

# Data Processing Agreement

Under Article 28 of the UK General Data Protection Regulation

## PARTIES

Data Controller: [Client Organisation Name] ("the Controller")

Data Processor: KOMPART LTD, Company No. 17122960 ("the Processor")

## 1. SUBJECT MATTER AND DURATION

1.1 This Agreement governs the processing of personal data by the Processor on behalf of the Controller in connection with the provision of the KOMPART passive fire compliance platform.

1.2 The subject matter of processing is: storage, retrieval, analysis, and reporting of passive fire protection compliance records including inspection data, defect registers, remediation records, contractor qualification records, and building safety information.

1.3 The duration of processing shall be the term of the subscription agreement plus a retention period of 7 years following termination, or the lifetime of the building for higher-risk buildings as defined by the Building Safety Act 2022, whichever is longer.

## 2. NATURE AND PURPOSE OF PROCESSING

2.1 The Processor processes personal data for the purpose of providing the KOMPART platform services, including:

- (a) Storing and retrieving fire door inspection records attributed to named inspectors
- (b) Maintaining contractor qualification and competency records
- (c) Generating inspection reports and compliance documentation
- (d) Providing audit trail functionality
- (e) Facilitating defect remediation tracking
- (f) Enabling resident engagement where configured by the Controller

## 3. TYPES OF PERSONAL DATA

3.1 The categories of personal data processed include:

- (a) Inspector names, email addresses, and contact details
- (b) Qualification and certification information (FIRAS numbers, training records, expiry dates)
- (c) Competency declarations with timestamps
- (d) Photographs captured during inspections (which may incidentally capture individuals)
- (e) Device metadata (timestamps, GPS coordinates where enabled)
- (f) Resident names and contact details (where resident engagement features are used)
- (g) Building management company staff names and email addresses

## 4. DATA SUBJECTS

4.1 The categories of data subjects include:

- (a) Fire protection contractors and their employees
- (b) Building management company staff
- (c) Building Safety Managers
- (d) Residents (where resident engagement features are used)

## 5. OBLIGATIONS OF THE PROCESSOR

5.1 The Processor shall:

- (a) Process personal data only on documented instructions from the Controller, unless required to do so by law
- (b) Ensure that persons authorised to process the personal data have committed themselves to confidentiality
- (c) Take all measures required pursuant to Article 32 GDPR (security of processing)
- (d) Not engage another processor without prior specific or general written authorisation of the Controller

- (e) Assist the Controller in ensuring compliance with Articles 32-36 GDPR
- (f) At the choice of the Controller, delete or return all personal data after the end of the provision of services, subject to the retention periods specified in clause 1.3
- (g) Make available to the Controller all information necessary to demonstrate compliance with Article 28 GDPR and allow for and contribute to audits

## **6. SUB-PROCESSORS**

6.1 The Controller provides general authorisation for the engagement of sub-processors.

6.2 Current sub-processors:

- (a) Supabase Inc. — database hosting and authentication services (data hosted on AWS infrastructure)
- (b) Vercel Inc. — application hosting and content delivery
- (c) Resend — transactional email delivery

6.3 The Processor shall inform the Controller of any intended changes concerning the addition or replacement of sub-processors, giving the Controller the opportunity to object.

## **7. DATA BREACH NOTIFICATION**

7.1 The Processor shall notify the Controller without undue delay, and in any event within 72 hours, after becoming aware of a personal data breach.

7.2 The notification shall include:

- (a) The nature of the breach including categories and approximate number of data subjects affected
- (b) The name and contact details of the data protection point of contact
- (c) The likely consequences of the breach
- (d) The measures taken or proposed to be taken to address the breach

## **8. DATA SUBJECT RIGHTS**

8.1 The Processor shall assist the Controller in responding to requests from data subjects exercising their rights under GDPR, including: access, rectification, erasure, restriction, portability, and objection.

8.2 The Processor shall implement a data export facility allowing the Controller to extract all personal data in machine-readable format (JSON or CSV).

## **9. SECURITY MEASURES**

9.1 The Processor implements the following technical and organisational measures:

- (a) Encryption at rest using AES-256 (Supabase managed encryption)
- (b) Encryption in transit using TLS 1.2 or higher
- (c) Row Level Security (RLS) ensuring organisational data isolation
- (d) Authentication via Supabase Auth with bcrypt password hashing
- (e) Role-based access control with organisation-scoped permissions
- (f) Immutable audit logging of all data mutations
- (g) Regular security updates and dependency management

## **10. INTERNATIONAL TRANSFERS**

10.1 The Processor shall not transfer personal data to a country outside the United Kingdom without the prior written consent of the Controller and appropriate safeguards in accordance with Chapter V of the UK GDPR.

## **11. AUDIT RIGHTS**

11.1 The Controller has the right to conduct audits, including inspections, to verify the Processor's compliance with this Agreement. The Processor shall cooperate fully with any such audit.

## **12. TERMINATION**

12.1 Upon termination of the subscription, the Processor shall:

- (a) Provide a 90-day window for the Controller to export all data
- (b) Continue to retain data in accordance with clause 1.3 retention periods

(c) Delete all personal data upon expiry of the retention period, and provide written confirmation of deletion

## **SIGNATURES**

For and on behalf of the Controller: \_\_\_\_\_ Date: \_\_\_\_\_

For and on behalf of KOMPART LTD: \_\_\_\_\_ Date: \_\_\_\_\_