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Contract Lifespan Management for Data Processing Projects
by Mamtha Manoharan
Student Paper

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ABSTRACT

Data processing projects has more impacts has technology became easy to every common individual, every one of us has the experience of providing our personal information to any of domain in ways to get some befts of outputs, all these information in detail will be discussed in analyzing article below where this paper will help you to have an clear picture how data in processing hub are treated in different terms with particular agreement between customer, who provides information to data processing system or hub handle this data processing system, where this paper helps everyone getting awareness that how to provide data to processing hub with full involvement to the entire project so that data can be managed in secure cycle at process of data and even after the processed out in this shade this paper will take you in to the analysis that concludes whether data provided are managed to be in secure cycle, how long it's secure any new terms in agreement can be implemented make the agreement more effective to make the data in secure stage even after the termination of agreement followed in data processing project, it will also help customer and data processor to understand their responsibilities rather common responsibilities in managing the data in secure stage as security issues lack on information technology built it's methodology.

Keywords: Contract lifecycle management, DPA - Data Processing Agreement, processing of data, Transferring of data, limitation in data processing. Act of DPA.

INTRODUCTION

Data processing refers to the process of operations or an organized collection of facts and information, such as records on organization, customers or an individual, the forms of data processing set serve many of business settling where they are specifically adapted for

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Administrative, Commercial, financial, Managerial and supervisory, to process commercial data such as stock control, payroll production, keeping track of orders, producing Invoices, monitoring payments and withdrawal, processing application forms.

As technology grows data are processed and monitored by the computer system as electronic data processing (EDP). Where the data processing cycle is of three stages as

- Process, collect and enter the data.
- Process and store the data.
- Then output the information.

There is a vast growth to a technology simultaneously there is a security issues and major problems lacks to the technology, here considering data processing are a few question arising: Is any third part uses our data , who process the data, who has rights to process the data and how rights are down by other parties to process on data to all this minor questions there is contractual term has been followed by numerous data processing solution and companies who deals a big technology on a business hub of processing data where there is one contractual term exist between data processing framework system that is Data Processing Agreement (DPA) where this DPA is signed between data provider (customer) and data exporter that is controller to data processor, controller is one who instructs the data processor on processing the data, which data has to be processed and transferred on the basis of agreement terms signed between the provider and data controller, controller has the responsibility on access to the data within in the control limitation and processor is responsibility for transferring the data across the cloud in information technology and make sure the access of other third party only to the relevant information rather than all information provided by the customer.

1. Problem Definition

Where system of data contains most of personal information on individual, increases significant disadvantages in balance of self and data system. The user gives personal information for record keeping system in purpose to exchange some rights, liberty, privilege, benefit assurance of civil liberty and opportunity and the user expectation are that information will be used for purpose or need for what they provided, certainly not in a way to detriment as they are not excepted to be annoyed, pressured or harmed by the information provided, in this situation to be aware on data or information provided should be properly authenticated towards privacy and security issues, this article helps to analysis termination of data processing agreements and lifetime of data processed under agreements, where this analysis helps to conclude that

1. Whether data processed under the cycle are managed to be secure even after termination of agreement?

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METHODOLOGY

2. Identify the feasible Alternatives

Considering the problems in data processing project, and how does this data processing agreement helps to be manage providers data in secure cycle here are some assumption mentioned with their consequences can be exercised with nature of agreement termination which helps ensure the data are not lost or not used beyond the limit from data provider side rather than service provider of data processing system, assumption analyzed helps both the owner and contractor in any situation in order to be safe before things leads a situation to a any worst, this assumption has consequences of making business more formal and reliable in effective way

> ➢ **The Limitation of control** to access data must be exercised **by the data provider**.
> ➢ **Control check** to the data processing system providing an automatic report to ensure data are no more with processing cloud that data are suspended from data processor and data controller, who own the rights on process at the time of agreement.
> ➢ Considering social websites, the user data or information visible to all can be customized by the user or **encryption, decryption secure system** can be followed before using one's information
> ➢ The **Degree of transparency or notification alert to data provider** from data processing team included in signed contract.

3. Development of the outcome for alternatives

The termination of Agreement in data processing system has signed the lifetime of agreement from 30 days to 365 days it may extend or intend depending on the nature of project, the problem defined on lifespan of data processing contract, the each assumptions considered to the alternatives can have the benefits or consequences when they are Exercised with Data Processing Agreement as of the survey from group of people were they are individually had an experience with their data processed in any one of the situation as benefit from payroll, benefits provider like occupational health, getting credit card process, registering in the website, mailing house and they placed an opinion that these alternatives can help them much better as of these alternatives has benefits of

> ➢ Balance of power to the contractor, that is processor and controller of the data.
> ➢ Increase of trust between owner and contractor
> ➢ Less risky for owner
> ➢ Trusty Environment
> ➢ Formal Business Relationship

➢ Owner has control and evolves the work furnished by the processor and controller
➢ More ethics
➢ Equity between party involved in the DPA
➢ Responsibilities shared more fairly

This benefit helps the owner and contractor to be in long term relationship in different project that is much healthy than normal bonding between owner and contractor in signed DPA.

4. Selection of criteria

The Selection of criteria has been decided to the provider and data processing team involved in DPA.

➢ **Work Environment** – The working environment between both the parties on project from both the parties in DPA.
➢ **Objective Realization** - The objective is to manage the data secure in processing cycle and after the termination of agreement in hands of contractor
➢ **Communication** – the communication between owner and the contractor in period of agreement
➢ **Collaboration** – Is both the parties fairly work with shared responsibility to hypothesis derived as alternatives
➢ **Trust** – As benefits of assumption the trust can be measured from each party involved in DPA.
➢ **Ethics** - Earned by contractor or whole data processing team from the hand of owner

We will use **MADM (Multi Attribute Decision Making) analysis with non – compensatory method of Disjunctive Reasoning and non-compensatory method of dominance** to rank attribute and compare them between owner and contractor

TABLE 1: NON-COMPENSATORY – Disjunctive Reasoning Method (MADM)

NON COMPENSATORY MODEL TECHNIQUE 4 : LEXICOGRAPHY		
ORDINAL RANKING		RELATIVE RANKING BASED ON ATTRIBUTE
0	WORK ENVIRONMENT	CONTRACTOR<<OWNER

1	OBJECTIVE RELAIZATION	OWNER<<CONTRACTOR
3	COMMUNICATION	CONTRACTOR==OWNER
4	COLLABORATION	CONTRACTOR==OWNER
2	TRUST	OWNER>>CONTRACTOR
2	ETHICS	CONTRACTOR>>OWNER
RECOMMENDATION=======EQUITY BETWEEN BOTH OWNER AND CONTRACTOR		

Table 2- non-compensatory method of dominance

ATTRIBUTES	LIMITATION OF CONTROL EXERCISED BY DTA PROVIDER	CONTROL CHECK REPORT	ENCRYPTION AND DECRYPTION SECURE SYSTEM	TRANSPERANCY OR NOTIFICATION ALERT
WORK ENVIRONMENT	0,35	1	0,35	1
OBJECTIVE REALIZATION	0	1	0,50	1
COLLABORATION	1	0,65	0,80	1
COMMUNICATION	1	1	0	1
TRUST	1	1	0,35	1
ETHICS	1	1	1	1
TOTAL	4,35	5,65	3	6

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FINDINGS

5. Analysis and comparison of the alternatives

According to contract lifespan where work accepted in legal terms are compressed in to one volume, considering the topic chosen to analysis the paper is pointed on whether data collected to process are managed in DPA even after the termination of Agreement, Does data exist even after the termination procedure followed in agreement rather than procedure in DPA at time of cycle process , to get a clear idea to it, here we are going to analyze the alternatives using **Dimensional Scaling technique of Compensatory approach of MADM method for quantifiable analogy.**

Undesirable- (Worst case-Attribute Value)/(Worst case-best case)			
Desirable- (Attribute Value- worst case)/ (Best Case- Worst case)			
ATTRIBUTES	**VALUE**	**FORMULA**	**DIMENSION VALUE**
WORK ENVIRONMENT	LOW	(3-1)/ (3-1)	1
	MEDIUM	(2-1)/ (3-1)	0.5
	HIGH	(1-1)/ (3-1)	0
OBJECTIVE REALIZATION	LOW	(3-1)/ (3-1)	1
	MEDIUM	(2-1)/ (3-1)	0.5
	HIGH	(1-1)/ (3-1)	0
COLLABORATION	LOW	(3-1)/ (3-1)	1
	MEDIUM	(2-1)/ (3-1)	0.5
	HIGH	(1-1)/ (3-1)	0
COMMUNICATION	LOW	(3-1)/ (3-1)	1
	MEDIUM	(2-1)/ (3-1)	0.5
	HIGH	(1-1)/ (3-1)	0
TRUST	LOW	(3-1)/ (3-1)	1

	MEDIUM	(2-1)/ (3-1)	0.5
	HIGH	(1-1)/ (3-1)	0
ETHICS	LOW	(3-1)/ (3-1)	1
	MEDIUM	(2-1)/ (3-1)	0.5
	HIGH	(1-1)/ (3-1)	0

TABLE 3**: COMPENSATORY - Method of Dimensional Scaling technique for quantifiable technology (MADM)**

TABLE 4**: RELATIVE WEIGHTING**

ATTRIBUTES	CONTROL CHECK FOR CONTRACTOR CLOUD	TRANSPERANCY OR NOTIFICATION ALERT BEFORE AND AFTER OF DATA PROCESS
WORK ENVIRONMENT	low	low
OBJECTIVE REALIZATION	low	low
COMMUNICATION	Medium	low
COLLABORATION	low	low
TRUST	low	low
ETHICS	Medium	low

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ATTRIBUTES	CONTROL CHECK FOR CONTRACTOR'S CLOUD	TRANSPERANCY OR NOTIFICATION ALERT BEFORE AND AFTER OF DATA PROCESS
WORK ENVIRONMENT	1	1
OBJECTIVE REALIZATION	1	1
COLLABORATION	1	1
COMMUNICATION	0.5	1
TRUST	1	1
ETHICS	0.5	1
TOTAL	5	6

FROM TABLE 3 of COMPENSATORY - Method of Dimensional Scaling technique for quantifiable technology (MADM), it has the values of Low, Medium and High which was applied in table 4 to calculate the relative weighting of each attribute.

6 - Selection of the preferred alternative

Using Non-compensatory method of Lexicography technique and Dominance method, it helps analyzing a paper much effective with selected hypothesis where they can be strongly recommended to the DPA used in Data processing hub under any services.

From Table 1 and 2 it strongly visualize that the hypothesis are good assumption can be exercised with DPA as it's to bring equity between both owner and contractor to Manage the data more effective and formal way even after the termination procedures followed by implementing the assumption table 3 and 4 it indicates that the assumption of control check and data transparency or notification alert to data provider before and after of data processing procedure, with these hypothesis the benefits of trust, ethics, communication and collaboration can be achieved by both the parties owner and contractor which also helps them in long term formal business, the study of analysis and procedures and methodology followed in data processing hub that follows DPA states that data in processing system are managed to be secure in one hand even though they are managed to be secure they are not going to be in secure stage in lack of procedures used in agreement in process or after termination as owner of the contract doesn't have an any a role rather than signing a agreement and excepting a output, where the hypothesis mentioned above in alternatives can be useful on the examination with DPA as this paper is to have a shade recommending to update the DPA in data processing hub that gives equal weightage to the owner.

7- Performance monitoring and post evaluation of result

By Implementing our preferred alternatives of control check after the agreement termination to the controller and processor and sub-contractor cloud, who involved in DPA and each time notification alert to data provider before and after of data processing procedure formally has a shade of monitoring the data processor activity to the post evaluation of result, I also recommend that monitoring performance can also should be maintained with the power of negotiating the transparency with sub-contractor in DPA, where mostly the sub-contractor are service or organization or group of people to which processor are exporting data and sub-contractor are one who helps a data provider delivering the output expected through the processor, negotiating with sub-contractor obviously involves contractor to ensure that performances from them are reliable to owner as service to the owner from the authorized party involved in DPA rather than third part crosses with the reality, where post evaluation of result ends with documents provided by the contractors are valid which can be confirmed by panel of legal advisors normally in negotiating the power helps to make sure that documents are valid and standardized and can be used in future by owner in any situation when data are seems to be misused, as of monitoring with those attitude, the benefits identified through hypothesis more strongly achieved by both parties, the owner and contractor, where recommendation through our analysis strongly states that according to parties involved in DPA, there is equity between owner and contractor to manage a data in secure even after agreement termination.

CONCLUSIONS

The article was analyzed to give new perception to the contract's lifespan in data processing project and more probably it helps to justify the problem defined in the beginning

> **Whether data processed under the cycle are managed to be secure even after the termination of agreement?**

According to the analyzation of paper and research process at start of paper identifies that data are managed to be in secure cycle at time of process but after the agreement termination the exist in the cloud can misused by other processor by exporting the data to local sub-contractor to whom this data are irrelevant and it can be the chance of selling person's identity to someone for illegal activities like fraudulent in documents, this is because deletion of data in processor cloud or subcontractor cloud is not confirmed by controller who acts in behalf of data provider at time of data process, at termination of agreement implied by Hub spot says that data doesn't exist from controller cycle once the agreement is terminated, then what about the program of data used by processor and subcontractor they really exist after the termination of agreement, as of to this statement hypothesis 2 in a article strongly suggest to have a control check to the information cloud of entire team as internal or external cycle to the program the deletion of data at time of agreement termination and control check report is

mandatory to the owner of the data as it will help them to issue a lost of privacy or misruled complaint against contractor in any a situation when customer has a trouble due to the data provided, where hypothesis 4 strongly recommends to transparency of data processing system to the data provider or the owner involved in the contract and notification alert before and after the data process will involve owner equally in agreement as owner knowledge about the held thorough out the cycle, as data to be disposed can be recommended by the owner at the right time of agreement termination with no further delay.

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