

STANDARD DATA PROTECTION

TERMS AND CONDITIONS FOR ORDERS

DEFINITIONS

“DPA” means the Data Protection Act 2018

“Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Data Subject Event,” “Data Protection Officer” shall take the same meaning as in the GDPR

“Data Protection Legislation” means (i) the GDPR, the Law Enforcement Directive (Directive (EU) 2016/680)) and any applicable national implementing Laws as amended from time to time (ii) the DPA to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation

“GDPR” means the General Data Protection Regulations 2016

“Information” has the meaning give under Section 84 of the Freedom of Information Act 2000

DATA PROTECTION

Unless otherwise agreed the Parties, the Council is the Data Controller and the Supplier is the Data Processor for the purposes of the Data Protection Legislation.

The Supplier shall comply with its obligations under Data Protection Legislation as a Data Processor.

The only personal data processing that the Supplier is authorised to do is as agreed with the Controller in connection with supply of these good and services and may not be determined by the Supplier (unless required to do so by Union or Member State law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest).

The supplier shall immediately inform the controller if, in its opinion, an instruction infringes this Regulation (General Data Protection Regulation) or other Union or Member State data protection provisions (Data Protection Act 2018).

The Parties shall maintain appropriate technical and organisational security measures in order to prevent unauthorised or unlawful processing of the personal data, and the accidental loss or destruction of, damage to, the personal data and ensure a level of security appropriate to the harm that might result from a security breach and release of the personal data.

The supplier shall ensure that all information belonging to the other party shall be kept confidential; all persons involved in sharing the personal data must be subject to a duty of confidentiality.

Including ensuring that its personnel have undergone adequate training where they have access to and process Personal Data in relation to this agreement.

The Supplier shall not transfer Personal Data outside of the EU other than with the consent of the Controller.

At the written request of the Controller delete or return all Personal Data to the Controller on termination of this service.

The Supplier shall notify the Controllers immediately if it received a Data Subject Request, a request to rectify, block or erase any Personal Data, receives any other request, complaint or communication relating to the Council's obligations under the Data Protection Legislation, receives any communication from the Information Commissioner in connection with Personal Data processed under the agreement. The supplier shall assist the controller in making a response where applicable.

The Supplier shall immediately notify the Controller if it becomes aware of a Data Loss Event /Data breach.

The Supplier shall provide the Controllers with any assistance in relation to either party's obligations under the Data Protection Legislation.

Where the Supplier is processing Personal Data which is likely to result in a risk to the rights and freedoms of Data Subjects or processes special categories of Personal Data the Supplier shall maintain complete and accurate records and information to demonstrate its compliance with GDPR.

The **Processor** makes available to the controller all information necessary to demonstrate compliance with the obligations under Data Protection Legislation and allows for and contribute to audits, including inspections, conducted by the controller or another auditor appointed by the controller.

The Supplier shall not allow any sub-contractor to process any Personal Data related to the agreement unless the Controller has consented in writing and a written agreement with the sub-contractor gives assurances at least equal to those outlined in this agreement.

The Supplier shall remain fully liable for all acts and omissions of its sub-contractors

FREEDOM OF INFORMATION

The Council is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and as such may be required to disclose information (including commercially sensitive information) without consulting or obtaining consent from the Supplier. The Council shall be responsible for determining in its absolute discretion how to respond to such a request, including whether any commercially sensitive information and/or other information is exempt from disclosure.

The Supplier shall provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations and transfer all requests for information relating to this agreement as soon as practicable and in any event within 2 working days of receipt. The Supplier shall provide the Council with a copy of all information belonging to the Council requested in the request for information which is in its control in the form that the Council requires within 5 working days.

SIGNATURES**DATA CONTROLLER**

Name: Nicola Cooke
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DATA PROCESSOR

Name:
Telephone:
Email: