**Data Protection Compliance Questionnaire for Contractors**

All activities which involve the handling of personal data must comply with [Data Protection](#_bookmark3) [Legislation](#_bookmark3). Essex County Council (ECC), as Data Controller for the data under this contracted work, must ensure that you as the Data Processor are fully aware of how data must be handled to comply with the law.

In this document, the terms used are those which are defined in the proposed [Agreement](#_bookmark0). We have provided some of the definitions below for ease of reference.

By adhering to the Agreement, you are confirming that you will process information in line with current Data Protection Legislation. This questionnaire is designed to provide us with basic assurance that you are in general compliance with the legislation. Please provide detail and confirmation below.

1. **Your Details**

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| --- | --- | --- | --- |
| 1 | **Name of Company / Individual:** | |  |
| 2 | **Address:** | |  |
| 3 | **Contact telephone:** | |  |
| 4 | **Contact email:** | |  |
| 5 | **Title and/or reference of service provided:** | |  |
| **Information Commissioner’s Office (ICO) registration** | | | **Response** |
| 6 | Please provide your registration reference with the Information Commissioners Office.  [https://ico.org.uk/for-organisations/data-](https://ico.org.uk/for-organisations/data-protection-fee/) [protection-fee/](https://ico.org.uk/for-organisations/data-protection-fee/) | |  |
| 7 | If you are not currently registered, please provide the reason: | |  |
| **Data Protection Officer** | | | **Response** |
| 8 | Under Article 37 of the UK General Data Protection Regulation (UK GDPR), are you required to designate a Data Protection Officer (DPO)? | | Yes / No |
| 9 | If yes: | DPO name: |  |
| Phone number: |  |
| Email address: |  |
| 10 | If no: | Please detail why you do not need to designate a DPO. |  |

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| --- | --- |
| **United Kingdom (UK)** | **Response** |

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| --- | --- | --- |
| 11 | Do you or any of your proposed [sub-](#_bookmark7) [contractors](#_bookmark7) (including any software suppliers or ‘cloud’ based providers) intend to process or store any [Authority data](#_bookmark1) outside of the UK?  *Please consider all of your sub-processors including any suppliers of systems or information technology services, especially cloud based providers.* | Yes / No  *If ‘No’, then please proceed to Section 2* |

|  |  |
| --- | --- |
| **International Data Transfers** | **Response** |
| Are you or any of your proposed [sub-contractors](#_bookmark7) (including any software suppliers or ‘cloud’ based providers) intend to process or store any [Authority](#_bookmark1) [data](#_bookmark1) outside of the UK. If so, please can you provide the country/countries where the data will be stored?  *Please consider all of your sub-processors including any suppliers of systems or information technology services, especially cloud based providers.* |  |
| **Processing outside of the UK/EEA is only permitted with a full consultation being completed with ECC. In instances where data is being processed outside of the EEA we must ensure that appropriate safeguards are in place to protect the data or there is an approved adequacy decision in place where data is going to be processed.**  This will need to be discussed and agreed before any processing can take place. | |

1. **Confirmation**

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| --- | --- | --- | --- |
| **Requirement** | | **Please confirm that you will comply with this requirement?** | |
| 13 | You will comply with the [Authority’s Information Policy](#_bookmark2). | Yes ☐ | No ☐ |
| 14 | You will have suitable and effective organisational and technical protective measures in place to protect Authority data including appropriate physical security measures. | Yes ☐ | No ☐ |
| 15 | You will comply with the Data Protection principles set out in Article 5 of the UK [GDPR](#_bookmark5). | Yes ☐ | No ☐ |
| 16 | You will only process personal information in line with the Agreement or as otherwise directed by ECC. | Yes ☐ | No ☐ |
| 17 | You will notify ECC immediately of any [Data Subject Right Request](#_bookmark4), complaint or [Information Breach](#_bookmark6) (ECC is to be informed of the breach prior to the incident being reported to the ICO), communication from the ICO or other related request relating to the Authority Data. | Yes ☐ | No ☐ |

|  |  |  |  |
| --- | --- | --- | --- |
|  | You will provide ECC with full assistance as required in relation to any of the above requests. |  | |
| 18 | You will notify the ICO of any data breaches which occur within 72 hours of you becoming aware of them | Yes ☐ | No ☐ |
| 19 | You will provide assistance to ECC in the preparation of a Data Protection Impact Assessment (DPIA), where requested. | Yes ☐ | No ☐ |
| 20 | You will comply with any requirements you have under Article 30 of the UK GDPR (Records of Processing Activities) and will make these available to ECC where requested. | Yes ☐ | No ☐ |
| 21 | You will ensure staff handling Authority data are appropriately trained on their responsibility to handle it appropriately and securely. | Yes ☐ | No ☐ |
| 22 | You will gain assurance that any involved [sub-processor](#_bookmark8) fully complies with all contractual and policy requirements. If these sub-processors are outside of the EEA then it is your responsibility to ensure that the appropriate processing safeguards are in place.  You accept that any compliance breaches will be your responsibility. | Yes ☐ | No ☐ |
| 23 | You will only allow staff to access Authority data who need it. | Yes ☐ | No ☐ |
| 24 | You will support the ECC in ensuring that complete and accurate privacy notices and other transparency information is provided at the point of data collection. | Yes ☐ | No ☐ |
| 25 | You will ensure compliance (where relevant) with the NHS Data Security and Protection Toolkit (DSPT). | Yes ☐ | No ☐ |
| 26 | You will allow audits of your data processing activity by ECC or ECC’s designated auditor. | Yes ☐ | No ☐ |

1. **Definitions from the Agreement**

# “Agreement”

means this agreement which forms the contract between the Authority and the Contractor;

# “Authority Data”

means any ‘information’ provided by, obtained or created on behalf of Essex County Council (ECC) in delivering the services specified in this contract; and in the case of Personal Data, any data processed on behalf of ECC where ECC is the Data Controller.

# “Authority’s Information Policy”

means the Authority’s information policy requirements for contractors (version 2018) or such version as updated from time to time.

[http://www.essex.gov.uk/Business-Partners/Supplying-](http://www.essex.gov.uk/Business-Partners/Supplying-Council/Documents/ECC_information_policy_requirements_for_contractors.pdf) [Council/Documents/ECC\_information\_policy\_requirements\_for\_contractors.pdf](http://www.essex.gov.uk/Business-Partners/Supplying-Council/Documents/ECC_information_policy_requirements_for_contractors.pdf)

# “Data Protection Legislation”

* 1. the UK GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iiii) all applicable Law about the processing of personal data and privacy;

# “Data Subject Right Request”

means a request by or on behalf of a Data Subject in accordance with rights set out in the Data Protection Legislation.

# “UK GDPR”

The United Kingdom General Data Protection Regulation*.*

# “Information breach”

means any event that results, or may result, in unauthorised access to Authority Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Authority Data in breach of this Agreement, including any Personal Data Breach.

# “Sub-Contractor”

means a person to whom the Contractor directly or indirectly sub-contracts any of its obligations under this Contract;

# “Sub-processor”

any third Party appointed to process Personal Data on behalf of ECC related to this Agreement.