**Data Protection Compliance Questionnaire for Contractors**

All activities which involve the handling of personal data must comply with [Data Protection Legislation](#DataProtectionLegislation). Tendring District Council, 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](#Agreement). 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 therefore provide detail and confirmation below.

# 1. Your Details

|  |  |  |  |
| --- | --- | --- | --- |
| 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-protection-fee/> | |  |
| 7 | If you are not currently registered, please provide the reason: | |  |
| Data Protection Officer | | | **Response** |
| 8 | Under Article 37 of the General Data Protection Regulation (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. |  |

|  |  |  |  |
| --- | --- | --- | --- |
| European Union (EU) | | | **Response** |
| 11 | Do you or any of your proposed [sub-contractors](#SubContractor) (including any software suppliers or ‘cloud’ based providers) intend to process or store any [Authority data](#AuthorityData) outside of the UK or the EU?  *Please consider all of your sub-processors including any suppliers of systems or information technology services, especially cloud based providers.* | | Yes / No |
| 12 | If yes: | **Processing outside of the UK or the EU is only permitted with the written consent of ECC.**  This will need to be discussed and agreed before any processing can take place. | |

# 2. Confirmation

|  |  |  |
| --- | --- | --- |
| Requirement | | **Please confirm that you will comply with this requirement?** |
| 13 | You will comply with the [Authority’s Information Policy](#AuthoritysInformationPolicy). | 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 [GDPR](#GDPR). | 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](#DataSubjectRightRequest), complaint or [Information Breach](#InformationBreach), communication from the ICO or other related request relating to the Authority Data.  You will provide ECC with full assistance as required in relation to any of the above requests. | Yes  No |
| 18 | You will provide assistance to ECC in the preparation of a Data Protection Impact Assessment (DPIA), where requested. | Yes  No |
| 19 | You will comply with any requirements you have under Article 30 of the GDPR (Records of processing activities) and will make these available to ECC where requested. | Yes  No |
| 20 | You will ensure staff handling Authority data are appropriately trained on their responsibility to handle it appropriately and securely. | Yes  No |
| 21 | You will gain assurance that any involved [sub-processor](#SubProcessor) fully complies with all contractual and policy requirements.  You accept that any compliance breaches will be your responsibility. | Yes  No |
| 22 | You will only allow staff to access Authority data who need it. | Yes  No |
| 23 | 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 |
| 24 | You will ensure compliance (where relevant) with the NHS Data Security and Protection Toolkit (DSPT). | Yes  No |
| 25 | You will allow audits of your data processing activity by ECC or ECC’s designated auditor. | Yes  No |

# 3. 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 Tendring District Council 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-Council/Documents/ECC_information_policy_requirements_for_contractors.pdf>

“Data Protection Legislation”

(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 (subject to Royal Assent) 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.

**“GDPR**”

the General Data Protection Regulation *(Regulation (EU) 2016/679).*

“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.