**DATA PROCESSING AGREEMENT**

**SUMMARY**

**THIS AGREEMENT** is dated the and shall be effective from 1st November 2023 “the **Effective Date**”.

**Parties**

The below Parties have agreed to enter into a Data Sharing Agreement and together shall be referred to as the **Parties**:

**Party 1:**

|  |  |
| --- | --- |
| **Name** | THE PLUSS ORGANISATION CIC |
| **Company Registration** | 05171613 |
| **Address** | 75-77 Main Road, Hockley, SS5 4RG |

**Party 2:**

|  |  |
| --- | --- |
| **Name** | KONNECT COMMUNITIES CIC |
| **Company Registration** | 08896465 |
| **Address** | Cardrew House, Cardrew Way, Redruth, Cornwall TR15 1SP |

**Party 3:**

|  |  |
| --- | --- |
| **Name** | SMART WORKING REVOLUTION LTD |
| **Company Registration** | 10901736 |
| **Address** | Wren's Nook Water Lane, St Agnes, Cornwall, TR5 0QZ |

**Party 4:**

|  |  |
| --- | --- |
| **Name** | ST. PETROCS |
| **Company Registration** | 12320784 |
| **Address** | Peat House Newham Road, Truro, TR1 2DP |

**Party 5:**

|  |  |
| --- | --- |
| **Name** | STAYATHOME Ltd |
| **Company Registration** | 05471922 |
| **Address** | 2 & 3 St. Clement Vean, Truro, Cornwall, TR1 1RN |

**Party 6:**

|  |  |
| --- | --- |
| **Name** | CORNWALL MARINE NETWORK LIMITED |
| **Company Registration** | 04477226 |
| **Address** | Unit 7a And 7b, Falmouth Business Park, Falmouth, Cornwall, TR11 4SZ |

**Party 7:**

|  |  |
| --- | --- |
| **Name** | CORNWALL NEIGHBOURHOODS FOR CHANGE LIMITED |
| **Company Registration** | 04228103 |
| **Address** | The Elms 61 Green Lane, Redruth, Cornwall, TR15 1LS |

**Party 8:**

|  |  |
| --- | --- |
| **Name** | EDUCATION DEVELOPMENT TRUST |
| **Company Registration** | 00867944 |
| **Address** | Highbridge House, 16-18 Duke Street, Reading, RG1 4RU |

## **Party 9:**

|  |  |
| --- | --- |
| **Name** | PENTREATH LTD |
| **Company Registration** | 02593533 |
| **Address** | St Enoder Barns Narrow Lane, Summercourt, Newquay, Cornwall, TR8 5EE |

**Party 10:**

|  |  |
| --- | --- |
| **Name** | ACTIVE PLUS COMMUNITY INTEREST COMPANY |
| **Company Registration** | 07582694 |
| **Address** | Chy Nyverow Newham Road, Truro, Cornwall, TR1 2DP |

**Party 11:**

|  |  |
| --- | --- |
| **Name** | CORNWALL PARTNERSHIP NHS FOUNDATION TRUST |
| **Address** | Carew House, Dunmere Road, Bodmin, Cornwall, PL31 2QN |

**Party 12:**

|  |  |
| --- | --- |
| **Name** | THE CORNWALL COUNCIL |
| **Address** | New County Hall, Treyew Road, Truro, Cornwall, TR1 3AY |

## Together the above Parties will be collectively referred to as the **“Processors”** in this Data Processing Agreement unless otherwise indicated.

## and

**Party 13:**

|  |  |
| --- | --- |
| **Name** | THE CORNWALL COUNCIL |
| **Address** | New County Hall, Treyew Road, Truro, Cornwall, TR1 3AY |

## (Cornwall Council shall be referred to as the **“Controller”** in this Data Sharing Agreement)

**Subject Matter:** The subject matter of Personal Data to be processed is participant data , being the data collected by Processors to enable the Controller to meet its obligations under the Funding Agreement between itself and the Secretary of State.  
  
**Duration of Processing of Personal Data:** The duration of processing of Personal Data shall be for the term of the Delivery Partner Agreement between each Processor and the Controller.

**Categories of Data Subjects:** Personal Data relating to the participants of the Project.

**Types of Personal Data:**

Participant data relating to the Project will be sought each individual supported by the Project. This will include the following Personal Data:

* Full Names
* Addresses
* Gender
* Date of Birth
* National Insurance Number
* Financial information

The Project will also be required to ask for data related to each of the Protected Characteristics set out in the Equality Act 2010. Therefore, in addition to the above this may include the following types of Special Categories of Personal Data that will be shared between the Parties during the Term of this Agreement:

* gender reassignment
* marriage and civil partnership
* pregnancy and maternity
* race or ethnicity
* religion or belief
* sexual orientation

In all cases of Special Categories of Personal Data, data will only be collected if voluntarily disclosed by a Participant as relevant to their unemployed status.

(**“Shared Personal Data”**)

**Agreed Purpose:** The nature and purpose of processing Personal Data is to enable the Processors to upload the Shared Personal Data on a Client Management System provided through Cornwall Council in accordance with the Delivery Partner Agreement entered into between the Controller and each Processor relating to the Project.

AGREED TERMS

# INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

## Definitions:

|  |  |
| --- | --- |
| Agreed Purpose | has the meaning given to it in the Summary. |
| Agreement | this agreement including the Summary. |
| **Applicable Laws** | means (for so long as and to the extent that they apply to the Processors) the law of the European Union, the law of any member state of the European Union and/or any UK data protection legislation and any other law that applies in the UK. |
| Business Day | a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business. |
| Client Management SystemData Protection Authority | means the Client Management System provided by Cornwall Council on which the participant data will be entered into by each Processor.the Information Commissioners Office (ICO) and any subsequent data protection authority within the United Kingdom. |
| Data Protection Legislation | the Data Protection Act 2018 (the DPA), the Data Protection Directive (95/46/EC), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) (as amended) and General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR), unless and until the GDPR is no longer directly applicable in the UK, and all applicable laws and regulations relating to the processing of the personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other national data protection authority, and the equivalent of any of the foregoing in any relevant jurisdiction. |
| Data Security Breach | a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data. |
| Data Subject RightsDelivery PartnerDelivery Partner AgreementEffective DateFunding AgreementProject | the rights of the Data Subject in accordance with the Data Protection Legislation, including chapter 3 of the GDPR.  also refers to the Processors under this Agreement.  means the Agreement between each Processor and the Controller.  means 1st November 2023.  means the Funding Agreement signed between Cornwall Council and the Good Growth Fund and the Council’s Economy and Skills Service.  means the Cornwall and Isles of Scilly People Hub project which is funded by the Shared Prosperity Fund and is the subject matter of the Funding Agreement. |
| Shared Personal Data | the Personal Data and Special Category Data which is shared between the Parties under this Agreement as further detailed in the Summary. |
|  |  |
|  |  |
| **Subject Right Request** | the exercise by a Data Subject of his or her rights under the Data Protection Legislation. |
| Summary | the attached document that sets out the Parties, Shared Personal Data, and the Agreed Purpose for the processing. |
| Term | means the duration of the Delivery Partner Agreement, or for as long the Parties share personal data, whichever is the longer. |
|  |  |

## **Data Controller, Data Processor,** **Data Subject**, **Personal Data**, **Special Category Data**, **processing** and **appropriate technical and organisational measures** shall have the meanings given to them in the Data Protection Legislation.

## Clause and paragraph headings shall not affect the interpretation of this Agreement.

## Unless the context otherwise, requires, words in the singular shall include the plural and, in the plural, shall include the singular.

## A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

## A reference to a statue or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

## References to clauses are to the clauses of this Agreement.

## Any words following the terms **including**, **include**, **in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

## A reference to **writing** or **written** includes email but not fax.

## Unless the context otherwise requires the reference to one gender shall include a reference to the other genders.

# SCOPE

## This Agreement sets out the framework for the sharing of Personal Data between the Parties and where processing takes place, the obligations between the Processors and the Controller. It defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.

## The Parties acknowledge that for the purposes of the Data Protection Legislation, the Controller is the Data Controller and the Processors are the Data Processors.

## The Summary sets out the scope, nature and purpose of processing by the Processors, the duration of processing, the types of Personal Data being processed and the categories of Data Subject.

## The Processors agree to only process the Shared Personal Data for the Agreed Purpose on the documented written instructions of the Controller which are set out in this Agreement unless a Processor is required by Applicable Laws to otherwise process the Shared Personal Data. Where a Processor is relying on Applicable Laws as the basis for processing Shared Personal Data, the Processor shall promptly notify the Controller of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Processor from so notifying the Controller.

# FAIR AND LAWFUL PROCESSING

## The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.

## Each Party must ensure compliance with applicable Data Protection Legislation at all times during the Term of this Agreement. This clause 3.2 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

## Without prejudice to the generality of clause 3.2, the Parties will ensure that they have all necessary appropriate consents and notices in place to enable the lawful transfer of the Personal Data for the duration and purposes of this Agreement.

## Each Party shall ensure that it processes the Shared Personal Data fairly and lawfully during the Term of this Agreement.

1. PROCESSOR’S OBLIGATIONS
   1. Each Processor shall enter the participant data it collects pursuant to the Delivery Partner Agreement into the Client Management System. The Controller shall use the Personal Data solely in accordance with the Agreed Purpose. The Processors acknowledge and agree that Cornwall Council shall also have access to the Shared Personal Data for the purposes of providing and maintaining the Client Management System.
   2. The Processors shall only process the Shared Personal Data to the extent, and in such a manner, as is necessary for the Agreed Purpose. The Processors will not process the Shared Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation.
   3. Each Processor will maintain the confidentiality of all Shared Personal Data and will not disclose Personal Data to third parties unless the Controller or this Agreement specifically authorises the disclosure, or as required by law. If a law, court, regulator or supervisory authority requires a Processor to process or disclose Personal Data, the Processor must first inform the Controller of the legal or regulatory requirement and give the Controller an opportunity to object or challenge the requirement, unless the law prohibits such notice.
   4. The Processors will reasonably assist the Controller with meeting the Controller’s compliance obligations under the Data Protection Legislation, taking into account the nature of the Processor’s processing and the information available to the Processors, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with supervisory authorities under the Data Protection Legislation.

# DATA SUBJECTS’ RIGHTS

## Each Party will maintain an accurate and up to date record of Subject Right Requests, including the date and type of request made and whether it was complied with. Each Party agrees to share the relevant record with the other party upon request. The Delivery Partner shall notify the Council immediately if it receives:

1. a request from a Data Subject to have access to that person’s Personal Data;
2. a request to rectify, block or erase any personal Data
3. It receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner).

## The Delivery Partner shall assist the Council in responding to any request from a Data Subject and in ensuring compliance with the Council’s obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

## The Controller and the Processors agree to provide reasonable assistance as is necessary to each other to enable them to comply with Data Subject Rights requests and to respond to any other queries or complaints from Data Subjects.

# DATA RETENTION AND DELETION

## The Parties shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes.

## Notwithstanding clause 6.1, the Parties may continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable to their business.

## The Processors shall ensure that any Shared Personal Data is returned to the Controller or destroyed once processing of the Shared Personal Data is no longer necessary for the Agreed purposes it was originally shared for, unless it is required by Applicable Law to continue to store the Shared Personal Data.

## Following the deletion of Shared Personal Data in accordance with clause 6.3, the Processor shall notify the Controller that the Shared Personal Data in question has been deleted.

# TRANSFERS

## For the purposes of this clause, transfers of Personal Data shall mean any sharing of Personal Data by the Processors with a third party, and shall include, but is not limited to, the following:

### subcontracting the processing of Shared Personal Data; and

### granting a third-party access to the Shared Personal Data.

## The Processors shall not appoint a third-party processor of the Personal Data without the Controller’s prior written consent. Should the Controller consent, in writing, to the appointment of a third-party processor then the Processor shall enter into a written agreement incorporating terms which are substantially similar to those set out in this Agreement with any such third-party processor. As between the Controller and the Processors, the Processors shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 7.2.

## The Processors will not transfer any Shared Personal Data outside of the European Economic Area unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

1. the Controller or the Processors have provided appropriate safeguards in relation to the transfer;
2. the data subject has enforceable rights and effective legal remedies;
3. Each Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
4. Each Processor complies with reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data.

# SECURITY AND TRAINING

## Having regard to the state of technological development and the cost of implementing such measures, each Processor has in place appropriate technical and organisational security measures in accordance with the requirements within Data Protection Legislation to:

### prevent:

#### unauthorised or unlawful processing of the Shared Personal Data; and

#### the accidental loss or destruction of, or damage to, the Shared Personal Data.

### ensure a level of security appropriate to the:

#### harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and

#### nature of the Shared Personal Data to be protected.

## It is the responsibility of each Party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the technical and organisational security measures set out in the Data Protection Legislation. Each Processor shall ensure that all personnel who have access to and/or process Shared Personal Data are obliged to keep the Shared Personal Data confidential.

## The level, content and regularity of training referred to in clause8.2 shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and processing of the Shared Personal Data.

# DATA SECURITY BREACHES AND REPORTING PROCEDURES

## Having considered the applicable Data Protection Legislation and guidance, the Parties shall have in place their own guidance that must be followed in the event of a Data Security Breach.

## The Parties are under a strict obligation to notify any potential or actual losses of the Shared Personal Data to the Controller in the form shown at Annex A as soon as possible and, in any event, within 24 hours of identification of any Data Security Breach to enable the Parties to consider what action is required in order to resolve the issue in accordance with the applicable Data Protection Legislation.

## The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Data Security Breach in an expeditious and compliant manner.

# RESOLUTION OF DISPUTES

## In the event of a dispute or claim brought by a Data Subject or the Data Protection Authority concerning the processing of Shared Personal Data against either or both Parties, the Parties will inform each other about any such disputes or claims without delay, and will cooperate with a view to settling them amicably in a timely fashion.

## The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Data Protection Authority. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

## Each Party shall abide by a decision of a competent court or of the Data Protection Authority, except where further appeal is possible.

# WARRANTIES

## Each party warrants and undertakes that it will:

### process the Shared Personal Data in compliance with the Data Protection Legislation and its own policies in relation to the same;

### make available upon request to the Data Subjects who are third party beneficiaries a copy of this Agreement, unless the clause contains confidential information;

### respond within a reasonable time and as far as reasonably possible to enquiries from the Data Protection Authority in relation to the Shared Personal Data;

### respond to Subject Right Requests in accordance with the Data Protection Legislation;

### where applicable, maintain registration with all relevant Data Protection Authorities to process all Shared Personal Data for the Agreed Purpose;

### take all appropriate steps to ensure compliance with the security measures set out in this Agreement; and

### maintain complete and accurate records and information to demonstrate its compliance with this Agreement.

## Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

# INDEMNITY

## The Controller undertakes to indemnify each Processor and hold each Processor harmless from any cost, charge, damages, expense or loss which they cause as a result of their breach of any of the provisions of this Agreement, except to the extent that any such liability is excluded under clause 14.1.

## Each Processor undertakes to indemnify the Controller and hold it harmless from any cost, charge, damages, expense or loss which a Processor causes the Controller as a result of their breach of any of the provisions of this Agreement. For the avoidance of doubt, each Processor will not have any liability in respect of a breach committed by the other Processor.

## Indemnification hereunder is contingent upon the:

### party to be indemnified (the indemnified party) promptly notifying the other party (the indemnifying party) of a claim;

### indemnifying party having sole control of the defence and settlement of any such claim; and

### indemnified party providing reasonable cooperation and assistance to the indemnifying party in defence of such claim at their own cost.

# ALLOCATION OF COST

Unless otherwise provided in this Agreement each party shall perform its obligations under this Agreement at its own cost.

# LIMITATION OF LIABILITY

## Neither party excludes or limits liability to the other party for:

### fraud or fraudulent misrepresentation;

### death or personal injury caused by negligence; or

### any matter for which it would be unlawful for the Parties to exclude liability.

## Subject to clause 14.1, neither party shall in any circumstances be liable whether in contract (tort) (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

### Any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;

### Loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or

### Any loss or liability (whether direct or indirect) under or in relation to any other contract.

### 14.3 Subject to clause 14.1, the Controller’s total liability to each Processor under clause 12.1 shall not exceed its total liability to each Processor under the Delivery Partner Agreement.

# SEVERANCE

## If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

## If one Party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

# CHANGES TO THE APPLICABLE LAW

## In case the Data Protection Legislation and ancillary laws change in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the Parties agree to negotiate in good faith to review the Agreement in light of the new legislation.

# FURTHER ASSURANCE

## Each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

# SEVERAL LIABILITY

Unless expressly provided otherwise in this Agreement, the liability of each Processor for their obligations under this agreement shall be several and extend only to any loss or damage arising out of their own breaches.

# FORCE MAJEURE

## Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 12 weeks, the party not affected may terminate this Agreement by giving 30 days' written notice to the affected party.

# RIGHTS AND REMEDIES

## The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

# ENTIRE AGREEMENT AND VARIATION

## This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

## Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.

## No variation of this Agreement shall be effective unless it is in writing and signed by each of the Parties (or their authorised representatives).

# NO WAIVER

## Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

## No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

# NOTICES

## A notice given to a party under or in connection with this Agreement shall be in writing and sent to the other party or as otherwise notified in writing to the other Parties.

## The following table sets out methods by which a notice may be sent and its corresponding deemed delivery date and time:

|  |  |
| --- | --- |
| **Delivery method** | **Deemed delivery date and time** |
| Delivery by hand or courier. | On signature of a delivery receipt or at the time the notice is left at the address. |
| Pre-paid first-class post or other next Business Day delivery service providing proof of postage. | Midday on the second Business Day after posting or at the time recorded by the delivery service – whichever is earlier. |

## 

## This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

# COUNTERPARTS

## This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

## Transmission of the executed Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If this method of delivery is adopted, without prejudice to the validity of the Agreement, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

## No counterpart shall be effective until each party has executed and delivered at least one counterpart.

# NO PARTNERSHIP

## Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

# THIRD PARTY RIGHTS

## A person who is not a party to this Agreement shall not have any rights under or in connection with it.

# GOVERNING LAW AND JURISDICTION

## The validity, construction and performance of the Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

This Agreement has been entered into on the date stated at the beginning of it.

|  |  |
| --- | --- |
| **Signed by** THE PLUSS ORGANISATION CIC | **Signed by** KONNECT COMMUNITIES CIC |
| Authorised Signature: | Authorised Signature: |
| Printed Name: | Printed Name: |
| Position: | Position: |

|  |  |
| --- | --- |
| **Signed by** SMART WORKING REVOLUTION LTD | **Signed by** ST PETROCS |
| Authorised Signature: | Authorised Signature: |
| Printed Name: | Printed Name: |
| Position: | Position: |

|  |  |
| --- | --- |
| **Signed by** STAYATHOME Ltd | **Signed by** CORNWALL MARINE NETWORK LIMITED |
| Authorised Signature: | Authorised Signature: |
| Printed Name: | Printed Name: |
| Position: | Position: |

|  |  |
| --- | --- |
| **Signed by** CORNWALL NEIGHBOURHOODS FOR CHANGE LIMITED | **Signed by** EDUCATION DEVELOPMENT TRUST |
| Authorised Signature: | Authorised Signature: |
| Printed Name: | Printed Name: |
| Position: | Position: |

|  |  |
| --- | --- |
| **Signed by** PENTREATH LTD | **Signed by** ACTIVE PLUS COMMUNITY INTEREST COMPANY |
| Authorised Signature: | Authorised Signature: |
| Printed Name: | Printed Name: |
| Position: | Position: |

|  |  |
| --- | --- |
| **Signed by** CORNWALL PARTNERSHIP NHS FOUNDATION TRUST | **Signed by** THE CORNWALL COUNCIL |
| Authorised Signature: | Authorised Signature: |
| Printed Name: | Printed Name: |
| Position: | Position: |

**Appendix A - Form for reporting breaches**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Name of Reporting Person** | |  | | | **Date** |  | |
| **Department** | |  | | | **Manager** |  | |
| **Description of the breach** | *Including but not limited to details regarding date(s) and location(s) of breach (e.g. websites etc).* | | | | | | |
| **Time since breach** | **0-72 hours** | | | **Over 72 hours** | | | |
| **Data Security** | Data Loss:  **Yes / No** | | Data Destruction:  **Yes / No** | | | | Data Damage:  **Yes / No** |
| **Type of Breach** | Confidentiality Breach:  **Yes / No** | | Availability Breach:  **Yes / No** | | | | Integrity Breach:  **Yes / No** |
| **What type of data has been breached?** | *Provide details e.g. Name, E-mail, address, phone number, financial information, racial/ethnic origin, political opinions, religious/philosophical beliefs, trade union membership, genetic data, data concerning health, data concerning sex life, criminal convictions/offences.* | | | | | | |
| **Was the data encrypted?** | **Yes / No** | | | | | | |
| **If accidental disclosure, has the unintended recipient confirmed deletion/return of the data?** | **Yes / No**  *Provide any further details.* | | | | | | |
| **Who has been affected?** | *Provide details e.g. Staff, former staff, consultant, client, project participants, unconnected third party, child/minor, vulnerable adult.* | | | | | | |
| **What are the possible consequences?** | *Consider: loss of control of personal data, limitation of rights, discrimination, identity theft or fraud, financial loss and other economic or social disadvantage.* | | | | | | |
| **What action has been taken to mitigate the effects?** | *Consider: actions to reduce effect on data subject, actions to control breach and avoid impact on other data subjects.* | | | | | | |
| **Has the data subject been notified?** | *Provide details of the data subject’s notification* | | | | | | |
| **What data protection training has been provided?** | *Provide details of any training given prior to the breach.* | | | | | | |
| **Recorded on breach register?** | **Yes / No** | | | | | | |

Once completed in full please email to:

[dave.hocking@cornwall.gov.uk](mailto:dave.hocking@cornwall.gov.uk) and [Amy.Elliott@cornwall.gov.uk](mailto:Amy.Elliott@cornwall.gov.uk)