

## 1. Data Protection

The Supplier will be compliant with the Data Protection Legislation, as defined in the terms and conditions applying to this opportunity. A guide to The General Data Protection Regulation published by the Information Commissioner's Office can be found [here](#).

The only processing that the Supplier is authorised to do is listed in Annex 1 by the Contracting Authority and may not be determined by the Supplier.

### **Annex 1: Processing, Personal Data and Data Subjects**

(1) The contact details of the Contracting Authority Data Protection Officer are:

**Low Pay Commission,**  
8<sup>th</sup> Floor,  
Fleetbank House,  
2-6 Salisbury Square,  
London,  
EC4Y 8JX

(2) The contact details of the Supplier Data Protection Officer (or if not applicable, details of the person responsible for data protection in the organisation) are: To be completed by the Contractor

(3) The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.

(4) Any such further instructions shall be incorporated into this Annex 1.

Description	Details
Subject matter of the processing	Research to help inform the Low Pay Commission (LPC) about how employers set the pay of apprentices.
Duration of the processing	March 2020 – December 2020 (10 months maximum).
Nature and purposes of the processing	The nature of the processing might include: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or

	<p>destruction of data (whether or not by automated means) etc.</p> <p>The purpose is to investigate nature how businesses have coped with managing minimum wage increases.</p>
Type of Personal Data	Name, address, contact telephone number, date of birth, pay, job characteristics, business characteristics, training information and personal characteristics.
Categories of Data Subject	Dependent on the contracting authority.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under European Union or European member state law to preserve that type of data	The data will be retained for a year, contracting authority to determine how it will be returned or destroyed and what any physical evidence of destruction will be required.

The nature of the service will require the Supplier to collect personal data directly from data subjects. The Supplier will use the agreed Contracting Authority privacy notice as instructed by the Contracting Authority

The Contracting Authority will be relying on consent as the relevant legal basis of processing. The Supplier will ensure that all communications requesting the provision on personal data allow for the data subject to provide clear, affirmative, informed, freely given and unambiguous consent, which requires a positive 'opt-in.' the Supplier will have mechanisms in place to ensure that consent is recorded and shown through an audit trail.

## 2. Cyber Security

In line with [HM Government's Cyber Essentials Scheme](#), the Supplier will hold valid Cyber Essentials certification OR Cyber Essentials Plus by the time of contract award. Evidence of the certification must be provided to the Contracting Authority in order for the contract to be awarded.

Evidence of renewal of certification must then be provided to the Contracting Authority on each anniversary of the first applicable certificate obtained by the Supplier for the duration of the Contract. In the event the Supplier fails to comply, the Contracting Authority reserves the right to terminate the Contract for material breach in line with the Standard Terms and Conditions of Contract.

If the Supplier already holds ISO27001 accreditation (or equivalent), no further Cyber Essentials certification will be necessary provided that the certification body carrying out this

verification is approved to issue a Cyber Essentials certificate by one of the accreditation bodies.

### **3. GDPR Questionnaire**

The Supplier agrees that during any term or extension it shall complete and return the attached questionnaire as advised below.

Note: The Contracting Authority also reserves the right to amend or increase these frequencies, as it deems necessary to secure assurance with regards to compliance.

The Contracting Authority requires such interim assurances to ensure that the Supplier is still compliant with the needs of the GDPR Act due to the implications of a breach.

The Supplier shall complete and return the questionnaire to the contact named in the Contract on the anniversary of the commencement of the Contract.

The Supplier agrees that any financial burden associated with the completion and submission of this questionnaire at any time, shall be at the Suppliers cost to do so and will not be reimbursable.



GDPR Assurance  
Questionnaire May1