

Agreement for the Provision of a Data Protection Officer Service

1. Parties

1.1. This agreement is between the Northamptonshire County Association of Local Councils (Northants CALC) and [INSERT] Parish Council (“the Council”).

2. Service

2.1. This agreement appoints Northants CALC as the Council’s Data Protection Officer (DPO). The responsibilities, duties and role of the DPO are set out below and together constitute the “Service”.

3. Appointment

3.1. The Council is of the opinion that Northants CALC has the necessary qualifications, experience and abilities to provide the Service to the Council.

3.2. Northants CALC offers to provide the Service on the terms and conditions set out in this document.

4. Service Specifications

4.1. Northants CALC will:

- 4.1.1. Provide a dedicated email address and named officers for the Service.
- 4.1.2. Inform and advise the Council and its employees about their obligations to comply with the General Data Protection Regulations (GDPR) and other data protection laws.
- 4.1.3. Monitor compliance with the GDPR and other data protection laws, including managing internal data protection activities, advise on data protection impact assessments; train staff and conduct internal audits.
- 4.1.4. Be the first point of contact for supervisory authorities and for individuals whose data is processed (employees, customers etc).

4.2. The Council will:

- 4.2.1. Develop a culture within the Council of good and improving information governance standards.

- 4.2.2. Contact Northants CALC via email or telephone immediately a data breach or potential data breach is identified and within 24 hours at the latest.
- 4.2.3. Advise Northants CALC when planning a new system installation or new plans to share data with third parties.
- 4.2.4. Advise Northants CALC in advance of any new projects that could impact on the service, advice and guidance provided under this agreement.
- 4.2.5. Ensure that:
 - 4.2.5.1. the DPO is involved, closely and in a timely manner, in all data protection matters
 - 4.2.5.2. the DPO reports to the highest management level of the Council
 - 4.2.5.3. the DPO operates independently and is not dismissed or penalised for performing their tasks
 - 4.2.5.4. it gives the DPO appropriate access to personal data and processing activities
 - 4.2.5.5. it seeks the advice of the DPO when carrying out a Data Protection Impact Assessment; and
 - 4.2.5.6. it records the details of your DPO as part of your records of processing activities.

5. Fair Use

- 5.1. Northants CALC reserves the right to introduce fees or charges where the Council requires a standard or level of service beyond the level specified in this agreement and any such fees or charges will be reasonable and will be notified in advance.

6. Liability

- 6.1. The Council is the Data Controller and holds the liability for GDPR noncompliance and/or data breach. The Council agrees to hold Northants CALC harmless against all claims, losses, and costs of any kind arising out of any act or omission of the Council in relation to compliance with the GDPR and other data protection laws.
- 6.2. Northants CALC is the Service Provider and agrees to hold the Council harmless against all claims, losses, and costs of any kind arising out of any act or omission of Northants CALC in relation to providing the Service.

7. Term of Agreement

- 7.1. The term of this agreement is from the date of the Council resolution to take up the service until the following 31 March. Subject to earlier termination as provided in this agreement, the agreement is continued tacitly upon payment of the annual DPO fee.
- 7.2. In the event that either party wishes to terminate this agreement prior to the end date that party will be required to provide 60 days written notice to the other party.

8. Payment

- 8.1. The Service is provided at a cost of £12+VAT per year or part thereof. The fee is billed annually in April. It is a condition of use of the Service that the Council is a member of Northants CALC.

9. Confidentiality

- 9.1. Confidential information refers to any data or information relating to the business of the Council which could reasonably be considered to be proprietary to the Council where the release of that confidential information could reasonably be expected to cause harm to the Council.
- 9.2. Northants CALC will not disclose, divulge or reveal confidential information that it has access to in the course of delivering the Service except as authorised by the Council or as required by law.

10. Status of Parties

- 10.1. In providing the Service it is expressly agreed that Northants CALC and its officers providing the Service are acting as an independent contractor and not as an employee. This agreement does not create a partnership or joint venture and is exclusively a contract for services.

11. Notice

- 11.1. All notices, requests, demands or other communications required or permitted by the terms of this agreement will be given in writing and delivered to the following addresses:
- 11.2. Northants CALC, PO Box 7936, Brackley, Northamptonshire, NN13 9BY or by electronic mail to dpo@northantscalc.gov.uk.
- 11.3. [INSERT NAME] Parish Council, [INSERT ADDRESS] or by electronic mail to [INSERT EMAIL ADDRESS].

12. Declaration

By signing below the Council is agreeing to appoint Northants CALC as the Council's Data Protection Officer (DPO).

| | |
|---|--|
| Name of Council: | |
| This agreement is entered into by the Council and recorded as minute reference: | |
| Dated: | |
| Signed by the Chairman of the meeting where decision was made: | |
| Signed by the Clerk to the Council: | |

Please sign and complete the box above and then scan this page only and return it by e-mail to: dpo@northantscalc.gov.uk.

Appendix 1

1. The email address of the Data Protection Officer (DPO) Service is dpo@northantscalc.gov.uk.

2. The details of the Council's DPO should be given as:

The Council's Data Protection Officer (DPO) is:

Northants CALC

PO Box 7936

Brackley

Northamptonshire

NN13 9BY

01327 831482

dpo@northantscalc.gov.uk

3. The Council is appointing "Northants CALC" as its DPO but anyone wishing to contact the DPO may be directed to speak to Mr Danny Moody.

4. The DPO is the first point of contact for the Information Commissioner's Office (ICO) where there are complaints or reported data breaches. It is envisaged that the number of such contacts to the DPO by the Council or by members of the public will be very low. Up to three such contacts in any one year will be provided free of charge within the terms of the Service with subsequent contacts charged at an hourly rate of £60 per hour.