

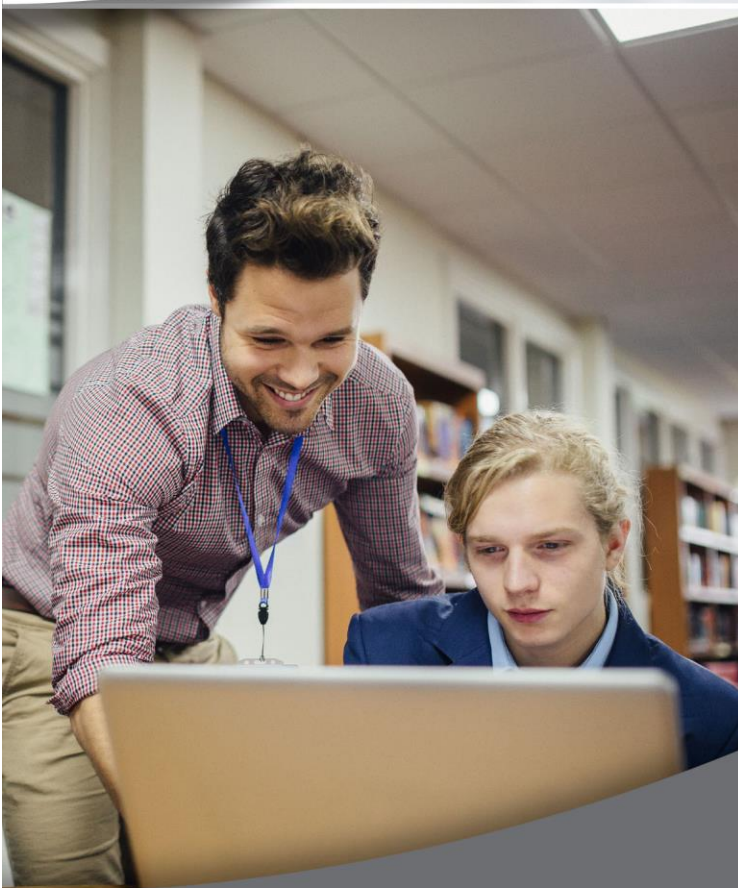


Specialist Professional Services

Service Level Agreement for: Lighthouse

Partnership Trust

Date: 25 May 2021



- Audit and Risk Management
- Business Continuity
- Complaints
- Cyber Security
- Fraud Prevention
- Records Management
- Investigations
- Data Protection
- Health & Safety
- Procurement

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## Service Level Agreement – Data Protection Officer Provision

This is an agreement between One West (i-West) and Lighthouse Partnership Trust ‘The Customer’.

One West is part of Bath & North East Somerset Council. i-West is a subsidiary of One West specialising in data protection services.

### 1. Objective

This service level agreement (SLA) sets out the service provided by One West to the customer for the period of the agreement to supply a Data Protection Officer (DPO) Support Service.

The responsibilities, duties and role of the DPO are set out below and together constitute the "Service".

### 2. Service Description

By law public authorities handling personal data are required to have a nominated Data Protection Officer (DPO) with a range of responsibilities.<sup>1</sup> One West undertakes to provide advice and guidance relating to these requirements on behalf of its customers and this agreement sets out the terms and specification upon which this service is supplied. This includes assistance, training and advice to support data protection compliance for the customer.

The agreement will run for **1 year** from **25<sup>th</sup> May 2021**. The annual charge will be **£9,000.00 representing 24 establishments** and will be invoiced in Quarter 3 of our financial year unless agreed separately with the customer. Payment will be expected within 30 days of receipt of invoice as per the council’s standard terms.

Any additional requirements above the service specification will be subject to separate quotation.

When lapsing the service may be continued by mutual agreement but will be subject to a pricing review if an extension is desired.

### 3. Service Specification:

#### One West will:

- 3.1 Inform and advise the customer in respect of its data protection obligations.
- 3.2 Conduct an annual ‘Data Protection Compliance Review’ as agreed between the customer and One West.
- 3.3 Meet with the customer’s senior management team or the Board where requested to communicate data protection compliance review findings.
- 3.4 Be a point of contact for individuals whose data is processed (‘Data Subjects’).

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<sup>1</sup> GDPR Articles 37-39

- 3.5 Act as the point of contact for communication with the Information Commissioner's Office (ICO - the 'supervisory authority') where this is required and cooperate with the ICO.
- 3.6 Provide advice on Data Protection Impact Assessments (DPIAs) where requested and the monitoring of their performance.
- 3.7 Provide template policies and procedures relating to data protection. Please note our default recommendation will be to endorse our policy templates.
- 3.8 Advise on data breaches and whether reporting to the ICO is required.
- 3.9 Advise on processing Subject Access Requests (SARs) and other data subject rights.
- 3.10 Advise on proposed Information Sharing Agreements.
- 3.11 Advise on data protection elements of contracts between the customer and data processors used by the customer.
- 3.12 Advise on awareness raising and data protection training of staff.
- 3.13 Offer training as agreed with the customer to meet identified needs.
- 3.14 Provide access to a members' only section of our website which enables the customer to utilise e-learning modules on data protection for use by staff and access templates and guidance.

#### 4. Timescales

- 4.1 One West shall provide an initial response to all reasonable non-urgent queries and requests for advice regarding data protection within 4 working days. This may require the provision of more in-depth advice and support over a longer time period to be agreed with the customer as appropriate (for example DPIA support).
- 4.2 One West shall support the customer with any reported personal data breaches as soon as possible, and in any event within 2 working days.
- 4.3 Where a personal data breach is identified outside of normal working hours, the customer shall follow its internal data breach policy and procedures (containment and recovery).
- 4.4 The customer shall notify One West as soon as possible after it becomes aware of the breach and after it has taken immediate steps to contain the breach, on the prescribed 'incident report' template so that it remains possible for One West to notify the ICO of the breach within the 72 hour reporting deadline should this be deemed necessary.
- 4.5 One West will make a template data breach policy and incident forms available for this purpose.
- 4.6 Requests for support must either be:
  - o Emailed to **[i-west@bathnes.gov.uk](mailto:i-west@bathnes.gov.uk)**
  - o Notified to One West via telephone 01225 395959. Please note this is a voicemail service operating inside normal office hours. It is checked throughout the day and a member of the team will call you back. *Please do not provide sensitive personal data when initially reporting an incident or requesting support.*

## 5. Roles and Responsibilities

The parties acknowledge that for the purposes of the Data Protection Legislation, One West and the Customer are data controllers in their own right.

- 5.1 Through the provision of its DPO service, One West undertakes to inform and advise the customer of its data protection obligations and assist the customer to monitor compliance in accordance with the relevant legislation.
- 5.2 The customer (as 'Data Controller') will make One West aware of any issues relating to the protection of personal data where DPO support is required.
- 5.3 As DPO, One West is not responsible for data protection compliance of the customer, nor holds any accountability for actions taken outside of our control by the customer's employees, contractors or other third parties. The GDPR makes it clear that it is the controller/processor, not the DPO, who is required to 'implement appropriate technical and organisational measures' to ensure and to be able to demonstrate that processing is performed in accordance with the GDPR.
- 5.4 The provisions of this agreement will however provide evidence that the customer can demonstrate that they are taking reasonable actions to comply with data protection law.
- 5.5 The parties acknowledge that in order to fulfil its independent role as DPO and in line with data protection legislation One West may not receive any instructions from the customer regarding the exercise of its tasks as DPO and how this is undertaken.<sup>2</sup>
- 5.6 The parties acknowledge that in its independent role as DPO, One West may be approached directly by data subjects as the named point of contact and is obliged to keep this communication confidential where necessary.<sup>3</sup>
- 5.7 Where it is necessary for One West to process personal data to enable it to fulfil its role as DPO (received either from the customer or directly from a data subject) then One West will be deemed to be the data controller of this personal data.
- 5.8 Both parties acknowledge that One West receives personal data from the customer in good faith and on the understanding that it is the minimum necessary to enable One West to perform its duties as DPO. The customer agrees to provide appropriate privacy information to the data subject prior to transferring personal data to One West and to take all reasonable measures to ensure that personal data is transferred securely and anonymised where necessary.
- 5.9 One West shall be bound by confidentiality where necessary concerning the independent performance of its tasks as DPO.<sup>4</sup>

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<sup>2</sup> GDPR Article 38(3) the controller and processor shall ensure that the DPO does not receive any instructions regarding the exercise of those tasks.

<sup>3</sup> GDPR Article 38(4) data subjects may contact the DPO with regard to all issues relating to the processing of their personal data and to the exercise of their rights under this regulation.

<sup>4</sup> GDPR Article 38 (5) The DPO shall be bound by secrecy or confidentiality concerning the performance of his or her tasks in accordance with law.

## 6. Liability

- 6.1 The customer **Lighthouse Partnership Trust** is a data controller and is liable for data protection non-compliance and/or data breach arising from its failure to comply with its statutory obligations. The customer agrees to hold One West harmless and to fully indemnify us against all claims, losses, and costs of any kind arising out of any act or omission of the customer in relation to the customer's compliance with data protection law.
- 6.2 One West is the service provider (and a data controller in its own right) and agrees to hold the customer harmless against all claims, losses, and costs of any kind arising out of any act or omission of One West in relation to providing the service.
- 6.3 Where it is necessary for the customer to provide One West with personal data to enable it to fulfil its role as DPO, One West will be deemed to be the data controller in respect of this personal data and subject to the usual data protection obligations as data controller of this personal data. This extends to any personal data that One West receives directly from data subjects in the exercise of its role as DPO.
- 6.4 In providing the service it is expressly agreed that One West and its officers providing the service are acting as an independent service provider and not as an employee of the customer. This agreement does not create a partnership or joint venture and is exclusively a contract for services.

## 7. Confidentiality

- 7.1 One West 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 customer in writing or otherwise lawful to do so.
- 7.2 See also 5.6 and 5.9 above

## 8. Communication and Issues

- 8.1 We value the opportunity to discuss any concerns or issues you may have with any part of the delivery of this service. Please address any queries in the first instance with the service Director [jeff\\_wring@bathnes.gov.uk](mailto:jeff_wring@bathnes.gov.uk). If we cannot resolve the issue informally, please refer to our complaints policy:

[http://beta.bathnes.gov.uk/sites/default/files/2019-09/customer\\_feedback\\_policy\\_march\\_2019.pdf](http://beta.bathnes.gov.uk/sites/default/files/2019-09/customer_feedback_policy_march_2019.pdf)

## 9. One West Data Protection Statement

- 9.1 To enable it to fulfil its obligations as DPO One West may need to receive personal data from the customer and may also be approached directly by data subjects.
- 9.2 One West will process personal data only for the purpose of providing assurance on data protection compliance as part of its role as DPO and other purposes compatible with this in accordance with our Privacy Notice.
- 9.3 Where personal data is provided to One West by the customer or directly from the data subject, One West will be data controller of this information and will process this information in accordance with data protection legislation as it relates to data controllers.
- 9.4 The customer agrees to provide data subjects with appropriate privacy information regarding the sharing of personal data with One West for the provision of DPO services and advice and guidance for example via its Privacy Notice.
- 9.5 Personal data will only be kept for three years or for the duration of the agreement (whichever is less) unless there is another lawful reason whereby it is necessary to retain it for longer or securely delete it sooner.
- 9.6 Appropriate technical and organisational measures will be taken by One West to ensure customer data and personal data remains secure.
- 9.7 Data will not be shared with any other organisation unless it is necessary and lawful for us to do so. One West may need to share personal data with the Supervisory Authority (ICO) in the reporting of personal data breaches for example.

### Schools included

Backwell Junior School; Backwell School; Bishop Sutton Primary; Blagdon Primary; Chew Valley; East Harptree Primary; Flax Bourton Primary; Gordano School; Grove Junior; Hannah More; High Down Inf & Junior; Northleaze; Portishead primary; St Mary's Primary; St Peter's Primary; Stanton Drew; Ubley; West Leigh; Whitchurch Primary; Winford Primary; Wraxhall Primary; Yatton Inf & Juniors.

**Signed:** *Steve de-Bruin*(One West)

**Signed:** (Client)

**For:** One West

**For:**

**Address:** Guildhall, High Street, Bath BA1 5AW

**Address:**

**Date:** 25 June 2021

**Date:**



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**Bath & North East  
Somerset Council**

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