

## MELTON BOROUGH COUNCIL

### DATA PROTECTION ACT 1998

#### DATA PROCESSOR RELATIONSHIP POLICY

##### **1 PURPOSE**

- 1.1 The purpose of this Policy is to provide guidance on how to ensure that data processors comply with the Data Protection Act 1998.

##### **2 INTRODUCTION**

- 2.1 From time to time persons other than Council employees may process personal data for the Council. This Policy is designed to ensure that the same rules apply to these persons as to Council employees.
- 2.2 The Council as Data Controller is liable should any disclosure of personal information occur whilst it is in the possession of data processors.

##### **3 DEFINITION OF DATA PROCESSOR**

- 3.1 A Data Processor is defined as “any person other than an employee of the Data Controller (Melton Borough Council) who processes data on behalf of the Data Controller”.
- 3.2 “Processing” under the 1998 Act includes almost any activity such as obtaining, holding, processing and disclosure of personal information. This list includes, but is not limited to:
- outsourced data processing contracts
  - outsourced printing contracts
  - support contracts
  - service contracts
  - maintenance contracts
  - office cleaning contracts
  - CCTV contracts
  - waste disposal contracts
  - ICT contractors
  - couriers
  - agency staff

#### **4 PROCEDURE**

- 4.1 It is essential that the Council as the Data Controller can be confident that the named Data Processor or any third party of the Data Processor will not misuse the data or process it for purposes other than that which the Data Controller (the Council) has specified.
- 4.2 The Council as Data Controller and Data Processor has a direct obligation to comply with the 1998 Act, which means that the Council will be liable for any breach of the Act which occurs whilst the data is in the hands of another Data Processor.
- 4.3 The 1998 Act recognises this relationship and requires that the Data Controller (the Council) takes steps to ensure that the Data Processor can offer “sufficient safeguards” with respect to the data being processed, in particular with regard to the Seventh Principle of the Act, which states that:  
“Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to personal data.”
- 4.4 New and renewed contracts should at the very least have an appropriately worded clause added to the contractual agreement with regard to compliance with the 1998 Act and in particular to the Seventh Principle, or use the standard letter (DP20) that has been produced for the purpose of imposing the Seventh Principle on all contracts where data processing is or could be involved.