



## STANDARD SERVICES AGREEMENT

### Data Protection Officer

**THIS AGREEMENT** is made on  
**BETWEEN**

**August 22nd 2018**

1. Local Council Public Advisory Service
2. **Staveley & Copgrove Parish Council (The Council)**

collectively referred to as the "Parties". **RECITALS**

The Buyer wishes to be provided with the Services (defined below) by the Service Provider and the Service Provider agrees to provide the Services to the Buyer on the terms and conditions of this Agreement.

### 1. Key Terms

#### 1.1 Services

The Service Provider shall provide the following services ("Services") to the Buyer in accordance with the terms and conditions of this Agreement:

1. Inform and advise the Council and its employees about their obligations to comply with the GDPR and other data protection laws.
2. Monitor compliance with the GDPR and other data protection laws, including managing internal data protection activities, advise on data protection impact assessments; advise staff on training and conduct internal audits and compliance checks..
3. Be the first point of contact for supervisory authorities and for individuals whose data is processed (employees, members of the public etc).
4. Provide privacy notices and consent forms and policies
5. Monitor ongoing compliance
6. Provide up to date guidance including unlimited helpline calls and emails
7. Help manage access requests or requests made under the other powers for individuals
8. Report and manage breaches
9. Visit at least annually to check compliance and IT security and provide a report on further compliance\*
10. Provide IT recommendations and identify solutions for data security

\* where a visit has been agreed and forms part of this contract

#### 1.2 Delivery of the Services

- a. **Start date:** The Service Provider shall commence the provision of the Services on August 13<sup>th</sup> 2018.
- b. **Completion date:** The Service Provider shall continue to provide the service until notice has been given

- c. **Key Dates:** The Service Provider agrees to provide the following parts of the Services at the specific dates set out below:

Will act as the Data Protection Officer with effect from August 13<sup>th</sup> 2018

### 1.3 Site

The Service Provider shall provide the Services at the following site(s): The Vision Centre, 5 Eastern Way, Bury St Edmunds, Suffolk IP32 7AB

### 1.4 Price

- d. As consideration for the provision of the Services by the Service Provider, the price for the provision of services has been based on the agreed level of service.

### 1.5 Payment

- e. The Council agrees to pay the Price to the Service Provider on day the service contract is agreed by the Council
- f. The Service Provider shall invoice the Council on an annual basis
- g. The Council shall pay such invoices within 30 days of their receipt from the Service Provider, or as soon as practically possible.
- h. The method of payment shall be by:
  - i. Cheque sent to the following address: LCPAS The Vision Centre, 5 Eastern Way, Bury St Edmunds IP32 7AB and be made out to Local Council Public Advisory Service (in full)
  - ii. BACS (sort code 80 22 60. account 12599967)

## 2. General terms

### 2.1 Limitation of liability

- a. The Service Provider shall not be liable for any breach of the Data Protection Act or General Data Protection Regulations in keeping with the Act and Regulations.
- b. The Service Provider shall not be liable for the acts or omissions of the Council, Councillors or Officers
- c. The Service Provider shall not be liable for loss of data or any other indirect or consequential loss or damage whatsoever
- d. To the extent it is lawful to exclude the following subject to the Councils obligation to pay for the service, in no event shall either party be liable for any loss of profits, goodwill, loss of business or any other indirect or consequential loss or damage whatsoever.

### 2.2 Term and Termination

- e. This Agreement shall be effective on the date hereof and shall continue, unless terminated sooner in accordance with Clause 1.2(a) on a rolling basis
- f. Either Party may terminate this Agreement upon notice in writing if:
  - g. After an annual period ending 25 April in any one year the service is no longer required.
  - h. *[For European Buyers and Service Providers only]* If the Council is a consumer and the Distance Selling Directive (97/7/EC) (the "Directive") applies to this Agreement, the Council may terminate this Agreement within the relevant timescales prescribed by the regulations or laws in the relevant Member State which implement the requirements of the Directive in respect of a right for the Council to withdraw from a contract. In the event of termination in accordance with this Clause, the liability of the Council to the Service Provider shall be as prescribed in the Directive or in any regulations or laws implementing its requirements in the relevant Member States.

- i. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

**2.3 Relationship of the Parties**

The Parties acknowledge and agree that the Services performed by the Service Provider, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

**2.4 Confidentiality**

Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

**2.5 Notices**

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand, first class post, facsimile transmission or electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party, if delivered by:

- j. first class post, 2 days from the date of posting;
- k. hand or by facsimile transmission, on the date of such delivery or transmission; and
- l. electronic mail, when the Party sending such communication receives confirmation of such delivery by electronic mail.

**2.6 Miscellaneous**

- a. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- b. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability of the remainder of this Agreement shall be affected.
- c. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.
- d. This Agreement may not be amended for any other reason without the prior written agreement of both Parties.
- e. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
- f. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.
- g. The Clauses of this Agreement shall survive any termination or expiration.
- h. This Agreement shall be governed by the laws of the jurisdiction in which the Council is located, and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

SIGNED by )  
for and on behalf of )

**The Council** )

SIGNED by )

for and on behalf of )

**Local Council Public Advisory Service** )