

Third Party User Access Application External Agencies

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Introduction

Worcestershire County Council need to ensure that any access to its data and systems is adequately controlled and accessed on a need-to-know basis. This is especially important when any access includes personal data and/or special category personal data because we have a duty to ensure that personal data is used and processed properly and in accordance with data protection legislation, including the UK General Data Protection Legislation (UK GDPR) and the Data Protection Act 2018.

By filling in this form you are agreeing to:

Only access information in the systems on a need-to-know basis

Treat all the information you have access to both sensitively and securely

Be aware that breaches of data will be investigated and may be subject to disciplinary action and

Be responsible for any loss or claims out of willful improper use of any data

Comply with the requirements in the Third-Party Organisation Access Agreement.

Which system are you seeking access to?

Name of system / information	
Details / Description	
Purpose for access	

Applicant Details

Full Name	
Organisation Name	
Organisation Address	
Job Title	
Team	
Have you used this system before? Please provide details if you have	

Declaration

Please read the declaration and then sign the request form.

I understand that information held on our systems should not be used for personal use and in no circumstances disclosed to an unauthorised third party.

I understand that, I must only use the Liquid Logic systems to obtain information directly linked to my employment. I must not look at any other information. I will not look at details relating to family or friends.

I understand that it

Appendix 1 Data Protection Principles

Article 5 of the UK GDPR sets out seven key principles which lie at the heart of the general data protection regime.

Article 5(1) requires that personal data shall be:

(a) processed lawfully, fairly and in a transparent manner in relation to individuals
()

(b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes ()

(c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ()

(d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ()

(e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals ()

(f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures
(**and**)

Article 5(2) adds that:

The controller shall be responsible

Third Party Organisation Access Agreement

Purpose

The purpose of this document is to outline the requirements to support the exchange of personal information between Worcestershire County Council and [insert name of organisation].

Scope

This Agreement describes the responsibilities of Contractors and Third Parties under Data Protection Legislation including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 (DPA 2018) when:

undertaking work for or on behalf of the Council, or

otherwise with the Council which involves accessing the ~~Ö[~ } &dq~~ information.

All Contractors and Third Parties who may come into contact with any personal data (as defined in UK GDPR) including any special category data (as defined in UK GDPR), and / or any confidential or sensitive information must follow this Agreement. This includes information held in any format including that held manually or electronically and also information heard during a visit to any Council site.

Definitions

For the purposes of this Agreement the following definitions apply:

Contractor: any company and/or its direct employees who are undertaking work for, on behalf of, or under instruction from the Council. If they are accessing any personal data they likely to be doing so as a Processor under the instruction of the Council and subject to the conditions in Article 28 of the UK GDPR.

Council Sponsor: a Council senior manager who accepts responsibility for the access provided to the Contractor or Third Party

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended [and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications)]; and the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority and applicable to a party].

Third Party: any person(s) undertaking work with the Council where they are exercising control over the purposes and means of the processing of personal data they are accessing.

However, for the avoidance of doubt, any access by Third Parties remains under the supervision, direction and control of the Council, save where expressly agreed with the Third Party.

Controller, Processor, Data Subject, Information Commissioner and Personal Data, Processing and appropriate technical and organisational measures shall have the meanings given to them in the Data Protection Legislation

Signatories

All access to the $\hat{O}[\sim] \& \hat{a} \hat{c}$ information systems

Be aware of the possible impact of the Freedom of Information Act (FOIA) or Environmental Information Regulations (EIR) on information processed on behalf of the Council, including any documentation connected with a contract with the Council.

Contractors must ensure that they securely destroy / erase all the Personal Data on completion of the task for which the Personal Data was provided or on termination of this Agreement.

Any transfer method must meet the Council's security requirements including encryption to the required standard.

Only use and process Personal Data for the purpose for which it has been supplied.

Any laptop or computer used to process Council information must be encrypted to the approved level; this can be verified with IT & Digital Services.

Be aware that under Data Protection Legislation a breach of confidentiality may constitute an offence which may lead to a prosecution.

Security

All Contractors and Third Parties connected to the Council's networks must:

- Use the most up-to-date anti-virus / anti-spyware/anti-malware software available

- Be Cyber Essentials Plus certified, or equivalent

- Be protected by a Corporate or private Firewall

Job title	
Date	