

# Data Protection Policy

## Our Commitment:

Trident is committed to the protection of all personal and sensitive data for which it holds responsibility as both the Data Controller and Processor. As such the handling of this data will comply with the data protection principles and the General Data Protection Regulations (GDPR) 2018.

Changes to data protection legislation shall be monitored and implemented in order to remain compliant with all requirements.

The members of staff responsible for data protection are:

- Data Controller:
- Data Protection Officer

Trident is committed to ensuring that it's staff are aware of data protection policies, legal requirements and adequate training is provided to them.

The requirements of this policy are mandatory for all staff employed by Trident and any third party contracted to provide services to Trident.

## Notification:

Our data processing activities will be registered with the Information Commissioner's Office (ICO) as required of a recognised Data Controller. Details are available from the ICO:  
<https://ico.org.uk/about-the-ico/what-we-do/register-of-data-controllers/>

Changes to the type of data processing activities being undertaken shall be notified to the ICO and details amended in the register.

Breaches of personal or sensitive data shall be notified immediately to the individual(s) concerned and the ICO. Notification to the ICO will be made within 72 hours as per ICO requirements.

## Personal and Sensitive Data:

All data within Trident's control shall be identified as personal, sensitive or both to ensure that it is handled in compliance with legal requirements and access to it does not breach the rights of the individuals to whom it relates. The definitions of personal and sensitive data shall be as those published by the ICO for guidance.

The principles of GDPR 2018 shall be applied to all data processed:

1. Processed fairly and lawfully;
2. Obtained only for lawful purposes and is not further used in any manner incompatible with those original purposes for which consent was given;

3. Accurate and kept up to date;
4. Adequate, relevant and limited in relation to the purposes for which it is processed;
5. Not kept for longer than is necessary;
6. Processed in accordance with the rights of data subjects under GDPR 2018;
7. Protected by appropriate technical and organisational measures against unauthorised or unlawful processing and against accidental loss, destruction or damage.

### **Fair Processing / Privacy Notice:**

We shall be transparent about the intended processing of data and communicate these intentions via notification to staff and customer contacts prior to the processing of individual's data. See Appendix A, Privacy Policy.

Notifications shall be in accordance with ICO guidance and be written in a clear, unambiguous and transparent manner as defined under the legislation. Please see the ICO website for detailed information.

<https://ico.org.uk/for-organisations/guide-to-data-protection/privacy-notice-transparency-and-control/>

The intention to share data relating to individuals to an organisation outside of our company shall be clearly defined within notifications and details of the basis for sharing given. Data will be shared with external parties in circumstances where it is a legal requirement to provide such information. See Appendix B, Data Sharing Agreement.

Any proposed change to the processing of individual's data shall first be notified to them.

### **Data Security:**

In order to assure the protection of all data being processed and inform decisions on processing activities, we shall undertake an assessment of the associated risks of proposed processing and equally the impact on an individual's privacy in holding data related to them.

Risk and impact assessments shall be conducted in accordance with guidance given by the ICO:

*“Security of data shall be achieved through the implementation of proportionate physical and technical measures. Nominated staff shall be responsible for the effectiveness of the controls implemented and reporting of their performance.*

*The security arrangements of any organisation with which data is shared shall also be considered and these organisations shall provide evidence of the competence in the security of shared data. “*

### **Data Access Requests (Subject Access Requests):**

All individuals, whose data is held by us, has a legal right to request access to such data or information about what is held. We shall respond to such requests within one month of receipt, all requests should be made in writing to the Data Protection Officer.

A charge may be applied to process the request.

**Data Disposal:**

Trident recognises that the secure disposal of redundant data is an integral element to compliance with legal requirements and an area of increased risk.

All data held in any form of media (paper or electronic) shall only be passed to a disposal partner who is certified in providing secure disposal services.

All data shall be destroyed or eradicated to levels meeting recognised national standards, with confirmation at completion of the disposal process.

Disposal of IT assets holding data shall be in compliance with ICO guidance.

# Appendix A: Privacy Policy

## Introduction

We are committed to safeguarding the privacy of the personal information held on staff. In this policy, we explain how we will treat your personal information.

## Collecting Personal Information

We may collect, store and use different types of personal data, for example:

- Staff personal details such as;
  - Name
  - Address
  - Telephone number
  - Email Address
  - Bank Details
  - NI number
  - Next of Kin

## Using Personal Information

Personal information will be used only for the business of Trident directly. Information will be shared only with authorised bodies/agencies on official Trident business in accordance with our Data Sharing Agreement.

## Disclosing Personal Information

We may disclose your personal information:

- To authorised agencies in connection with official Trident business;
- To the extent that we are required to do so by law;
- In connection with any ongoing or prospective legal proceedings;
- In order to establish, exercise or defend our legal rights.

## Retaining Personal Information

This section sets out the data retention policies and procedures which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal information.

- Staff Data: this data shall be kept for a period of 7 years from the date of leaving.

On expiry of these timescales the relevant data will be deleted or destroyed in a secure manner.

Notwithstanding the provisions above, we will retain records and documents containing personal data:

- To the extent we are required to do so by law;
- If we believe the records/documents may be relevant to any ongoing or prospective legal proceedings;
- In order to establish, exercise or defend our legal rights.

## Security of Personal Information

- We will take all reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information;
- We will store all the personal information you provide in a secure location, with access secured to only those authorised as part of their role;
- You are responsible for keeping your passwords for accessing all Trident systems confidential.

## **Your Rights**

You may instruct us to provide you with any personal information we hold about you, the provision of such information will be subject to;

- The payment of a fee;
- The supply of appropriate evidence of your identity, such as;
  - Passport;
  - Driving Licence;
  - Birth Certificate;
- You may request a copy of your personal information in a usable format for you to instruct a third party to hold for you.

# Appendix B: Data Sharing Agreement

## BACKGROUND

- This agreement sets out the framework for the sharing of data by Trident and its associated agencies.
- This agreement defines the principles and procedures that all parties shall adhere to and the responsibilities each party owes in respect of the other.
- The principles and procedures of this agreement apply only to personal and sensitive data.

## DEFINITIONS AND INTERPRETATION

The definitions are as follows:

- “Agreed Purpose” means the purpose(s) for which the applicant wishes to use the data , as set out in the Data Sharing Request Form;
- “Agreement” means the terms and conditions set out in this agreement;
- “Applicant” means the party named as such in the Data Sharing Agreement;
- “Data” means all data shared by Trident under the terms of this agreement;
- “Data Protection Principles” means the principles set out under the terms of the General Data Protection Regulations (GDPR) 2018;
- “Deletion Policy” means the Applicant’s policy for the deletion of data as set out in the relevant Data Sharing Request Form;
- In the event of any inconsistency between the Data Sharing Request Form and these terms and conditions, the inconsistency must be resolved and approved by Trident before any data is shared;

## RETENTION OF PERSONAL DATA

- Personal data should only be processed for as long as is necessary. Requests to Trident to share personal data should be limited accordingly and for no longer than is necessary.
- Trident recognises that the applicant may wish personal data to be retained for further use in the near future. The applicant may request permission, using this protocol, to keep personal data for specified purposes in anticipation of further use.
- This permission must be renewed each time a new project or use is undertaken. At the end of this time period, the personal data must be deleted unless further agreement is given.

## SHARING FOR AGREED PURPOSE OR WITH OTHER THIRD PARTIES

- Personal data shall only be processed (including stored) for the agreed purpose and must be deleted once the agreed purpose has been fulfilled.
- The applicant must seek agreement under a new Data Sharing Agreement for processing data for purposes other than the agreed purpose.
- Data must not be shared by the applicant with any other organisations or individuals without the prior written agreement of Trident.

## **DATA PROTECTION REGISTRATION**

- Where Trident agrees to share personal data with the applicant which will be processing the data for its own purposes, the applicant will become a data controller in relation to the shared data. Trident will require the applicant to provide details of an appropriate valid entry in the Register of Data Controllers.
- Failure to provide a valid registration number and/or be registered for the correct purpose will lead to any requests for the sharing of personal data being rejected.

## **DATA SECURITY**

- The applicant shall at all times be responsible for ensuring that all data (including data in any electronic format) is stored securely. The applicant shall take appropriate measures to ensure the security of such data and guard against unauthorised access, disclosure, loss or destruction while in its custody.
- The applicant shall put in place appropriate technical and organisational measures for the processing of any personal data and guard against unauthorised, accidental or unlawful access. All costs of implementing these measures are the responsibility of the applicant.
- The applicant shall ensure that access to any buildings or rooms within the applicant's premises where personal data is stored and/or can be accessed is controlled and that casual passers-by cannot read information off screens or documents.
- The applicant shall not keep any personal data for longer than is necessary.
- The applicant agrees that its staff, sub-contractors, contractors, agents or any other person in their control shall store or process the personal data in accordance with GDPR 2018.

## **DATA SUBJECT ACCESS RIGHTS**

- Individuals have a right to see what personal data is held about them and to know why and how it is processed.
- Trident as a data controller has an obligation to respond to these requests, however requests made to the applicant should be honoured by them under the terms of GDPR 2018.
- If Trident shares personal data with the applicant for the purposes of the applicant processing personal data on behalf of Trident, the applicant should refer such requests in accordance with its contractual obligations with Trident.

## DISPUTE RESOLUTION

- The parties shall attempt to resolve any disagreement arising from this agreement informally and promptly with the Data Protection Officer.
- If the disagreement cannot be resolved within 10 working days of it arising, the matter shall be referred to the Data Controller of Trident.

The Parties have signed below to acknowledge that this agreement shall apply to any data shared by Trident.

Data Protection Officer:

Date:

Applicant:

Date: