

2020 Borough of Gosport & Police and Crime Commissioner Elections Printing

Data and GDPR specifications and requirements

Although it is Gosport Borough Council that will be issuing purchase orders and making the payments against invoices for these works, it is the Electoral Registration Officers (ERO) and Returning Officers (RO) that are **personally responsible** for ensuring that they comply with the requirements of data protection legislation.

The ERO and RO for the Borough of Gosport is registered with the Information Commissioner's Office (ICO), **Reference:** Z2567638, and this is a separate registration to that of Gosport Borough Council.

The processing of personal data by EROs/ROs does fall under the 'lawful basis' that it is 'necessary for the performance of a task carried out in the public interest or in the exercise of the official authority vested in the controller'. **The lawful basis for the processing is the performance of a public task (i.e. maintaining the register of electors, and administering the election) in the public interest, as provided for in electoral law.**

The ERO and RO has determined the lawful basis for processing the data, and has documented the approach. This has been clearly set out in the *Electoral Privacy Notice* which is included on all appropriate forms and notices sent by the ERO and RO to electors.

As the Data Controller, I will be using a 'processor' to act on my behalf to process data. For example, I will send absent vote data to a contractor to produce postal ballot packs for an election.

Whenever a processor is used with regard to personal data, the GDPR imposes a **legal obligation** to formalise the working relationship in a written contract which sets out:

- the subject matter, nature and purpose of the processing;
- the obligations and rights of the data controller;
- duration of the processing; and
- the types of personal data and categories of data subjects.

In addition, the GDPR requires that the contract must set out specific obligations on the processor, including that they:

- comply with my instructions;
- are subject to a duty of confidentiality;
- keep personal data secure and notify you of any breach;
- maintain written records of the processing activities they carry out for you;
- only use a sub-processor with your consent;
- submit to audits and inspections and provide you with whatever information you need to ensure GDPR compliance;
- delete or return all personal data to you as requested at the end of the contract.

As the data controller, I remain ultimately responsible for ensuring that personal data is processed in accordance with the GDPR. However, if a processor fails to meet any of its obligations, or acts against my instructions, then it may also be liable to pay damages or be subject to fines or other penalties or corrective measures.

A personal data breach includes breaches that are the result of both accidental and deliberate causes. They may include:

- **access by an unauthorised third party** – for example, your computer system or network being hacked
- **deliberate or accidental action (or inaction) by a controller or processor** – for example, the print supplier failing to process all absent vote data you have sent them, meaning that some electors are disenfranchised because they do not receive their postal votes in time
- **computing devices containing personal data being lost or stolen** – for example, laptops or iPads containing register or election data being stolen.

Where a personal data breach has occurred, the print company will need to inform/notify the RO immediately of becoming aware of the breach.

I will provide all suppliers with a copy of the requirements for secrecy from the election legislation.

The Returning Officers obligations are to:

- Provide clear specification of requirements including quality, quantity, delivery schedules, etc.
- Nominate a contract manager to act as the main point of contact throughout the process
- Take up formal references once a supplier has been selected.
- Make appropriate checks against the supplier's statements relating to such matters as security, health and safety, and procedures for the secure handling of data.
- Commit to supplying accurate data on time and in an agreed format, with an agreed procedure established for proof checking.
- Agree a process with the supplier to vary the contract, e.g. in the event of any last minute changes, such as increased quantities required or changes to delivery schedules.
- Obtain a statement from the supplier confirming whether they will be using sub-contractors and, if so, seek assurances that the sub-contractor will be capable of delivering the work and that appropriate quality assurance processes are in place.
- Agree a process to rectify any errors.

Supplier obligations are to:

- Provide a clear response to the specification with an unambiguous pricing schedule.
- Ensure that the Project Manager liaises with the RO and his staff.
- Commit to deliver work in connection with the contract on time and to the agreed specification.
- Meet legislative requirements as directed by you.

- Outline contingency plans to ensure business continuity in the event of failure of resources (workforce) or systems (machines, digital printers, transport, accommodation, etc.), and any costs associated with these plans.
- Provide re-assurance that you have sufficient resources to fulfil the contract.
- Satisfy me that you will indemnify me against any costs, claims, actions, demands and proceedings arising from any acts, errors or omissions (wilful, negligent or otherwise).
- Satisfy me that adequate insurance is in place to cover risks in relation to public liability and professional negligence.
- Satisfy me that you will adhere to all data protection legislation requirements
- Produce print-ready proofs/test documents.
- Agree a process to rectify errors.
- Allow me and/or your appointed representative to quality-assure the products at any reasonable time without prior notice. This should include the inspection of any records relating to the contract.
- Allow Electoral Commission representatives and accredited observers to observe the process (as required by legislation).

Data protection and secure storage

- You as the supplier must not divulge any confidential information relating to the terms of the contract.
- The supplier and any sub-contractors must ensure the secure destruction of all electoral registration data and related materials at an agreed point.
- The supplier must ensure the safe/secure storage of all live ballot papers.
- The supplier and any sub-contractors must ensure the secure destruction of all data related to the ballot papers at an agreed point.

Contract variation

- Any variation must be made in writing and agreed by both parties.
- The contract should be capable of being adapted to take account of unscheduled activities (e.g. notice of an unscheduled Poll to take place on the same day).

Assignment and sub-contracting

- No assignment or sub-contracting in whole or in part is allowed without the prior written consent of the RO.
- Should assignment or sub-contracting be agreed, I, as the RO, must have full access to any sub-contractor(s).
- I may assign and transfer rights/liabilities to another body on failure under the whole or any part of the contract in order to ensure that I am able to fulfil my legal and statutory responsibilities.

Payment

- Payment will be made to the supplier upon production of an Invoice
- Invoice to include all supporting information in relation to the costs charged.

Termination of contract on fundamental breach by supplier

- The contract will allow me to terminate the contract in the following circumstances:
 - Negligent act or omission
 - An act resulting in me being unable to perform my statutory duties
 - Insolvency or dissolution of the company affecting the contract

Data specifications

The Civica Xpress Electoral Management System is used by Gosport Borough Council, and therefore data will be extracted from this system and send via your preferred secure platform/system/process between the RO and you as the processor.

Poll Cards

Poll Card data will be provided as 4 separate files, all extracted from the system at the same time (see Poll Card Printing Specification), and can either be provided as a .tsv or a .csv file, depending on your preference, and would all be sent to you at the same time (see the Poll Card Printing Specification for the dates of the extraction for the May 2020 elections).

Postal Vote Packs

Postal vote data will be provided as separate files (one file for each type of postal voter e.g. ordinary, overseas, waiver, anonymous, collection, postal proxy etc) and all extracted from the system at the same time. These files will be provided as a .tsv file, and would all be sent to you at the same time (see the Postal Vote Pack Printing Specification for the dates of the extractions for the May 2020 elections).

Ballot Papers

Data for the production and printing of the back of the ballot papers will be extracted and provided as a .tsv file for both the postal, polling station ordinary and polling station tendered ballot papers.

Data and information for the production and printing of the front of the ballot papers will be extracted and supplied as MS Word, Adobe PDF with printing instructions, and also a ZIP file containing an export of the ballot papers front with emblem files as a .mdb file, and all Party Logos provided for the emblems in .bmp files and a copy of the File Specification (eXpress Bureau Ballot Paper Front Export Data Definition) in MS Word format.