

## **DATA PROCESSING CONTRACT**

### **BETWEEN:**

- (1) **CHILDREN'S HEARINGS SCOTLAND**, the body corporate established on 18 April 2011 under Section 2 of the Children's Hearings (Scotland) Act 2011, and having its principle office at Area 2/1/1. Ladywell House, Ladywell Road, Edinburgh, EH12 7TB (hereinafter referred to as "**CHS**"); and
- (2) **SCOTTISH CHILDREN'S REPORTER ADMINISTRATION** (hereinafter referred to as the "**SCRA**").

### **WHEREAS:**

- (A) CHS wishes to appoint SCRA to undertake the Services (as defined below) on its behalf.
- (B) In order to perform the Services on CHS' behalf, SCRA will require to process certain Personal Data (as defined below) on behalf of CHS.
- (C) The Parties now wish to enter into this Contract (as defined below) in order to regulate the processing of the Personal Data by SCRA on behalf of CHS.

### **IT IS HEREBY AGREED:**

#### **1. Definitions and Interpretation**

1.1 The words and expressions below will have the meanings set out next to them:

"1998 Act"	means the Data Protection Act 1998;
"2011 Act"	means the Children's Hearings (Scotland) Act 2011;
"Contract"	means this Data Processing Contract;
"Applicable Laws"	means the 1998 Act, the 2011 Act and any other law or regulation that may apply to the processing of Personal Data;

“Confidential Information”	means all confidential information relating to members of CHS staff: all of the foregoing imparted by CHS to SCRA during the term of this Contract or coming into existence as a result of SCRA’s obligations hereunder which is either marked as confidential or which ought reasonably be regarded as confidential;
“Data Controller”	means “data controller” as defined in section 1(1) of the 1998;
“Data Processor”	means “data processor” as defined in section 1(1) of the 1998 Act;
“Data Subject”	means “data subject” as defined in section 1(1) of the 1998 Act;
“Personal Data”	means “personal data” as defined by section 1(1) of the 1998 Act and which is processed by SCRA on behalf of CHS, in particular as set out in Schedule 1 hereto;
“Party” or “Parties”	means a party or the parties to this Contract;
“Purposes”	means the Purposes set out in Schedule 1 to this Contract;
“Services”	means the provision of Human Resources and Financial services to CHS in order to support the administration of CHS staff;
“Subject Access Request”	means a request under section 7 of the 1998 Act which relates to the processing of Personal Data by SCRA on behalf of CHS; and
“Third Party”	means a party which is not CHS, SCRA or the Data Subject to whom the Personal Data relates.

1.2 In this Contract unless otherwise expressly stated:

1.2.1 references to Clauses are to clauses of this Contract;

1.2.2 reference to the Schedules are to the schedules to this Contract which form part of this Contract and are incorporated herein;

- 1.2.3 references to the singular include references to the plural and vice versa;
- 1.2.4 headings are inserted for convenience only and shall not affect the construction or interpretation of this Contract;
- 1.2.5 any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression are illustrative and do not limit the sense of the words preceding those terms and such terms shall be deemed to be followed by the words “without limitation”;
- 1.2.6 references to a statute, or any section of any statute, include any statutory amendment, modification or re-enactment and instruments and regulations under it in force from time to time;
- 1.2.7 references to regulatory rules include any amendments or revisions to such rules from time to time; and
- 1.2.8 references to regulatory authorities refer to any successor regulatory authorities.

## **2. Standards of Performance**

- 2.1 SCRA hereby undertakes to CHS that it will undertake the Services on behalf of CHS in accordance with this Contract using all reasonable skill and care.
- 2.2 CHS and SCRA hereby acknowledge that in relation to the Personal Data and for the purposes of the Applicable Laws, CHS is the Data Controller and SCRA is the Data Processor.

## **3. The Term**

- 3.1 This Contract shall continue in full force unless or until terminated in pursuance of Clause 14.

## **4. Obligations of CHS**

- 4.1 CHS shall provide such information as SCRA may reasonably require in order for SCRA to provide the Services.

## **5. Obligations of SCRA**

- 5.1 SCRA undertakes to CHS that it shall process the Personal Data only on CHS' instructions as given from time to time, and in accordance with the terms of this Contract and all Applicable Laws.
- 5.2 SCRA shall take appropriate technical and organisational measures to protect against the unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data as are required under the seventh data protection principle in Part 1 of Schedule 1 to the 1998 Act.
- 5.3 SCRA warrants that it has appropriate operational and technological processes and procedures in place to safeguard against any unauthorised or accidental access, loss, destruction, damage, theft, use or disclosure of the Personal Data and in order for it to comply with the seventh data protection principle in Part 1 of Schedule 1 to the 1998 Act, including adequate back-up procedures and disaster recovery systems. SCRA further undertakes to maintain such processes and procedures for the term of this Contract.
- 5.4 SCRA shall ensure that only such of its employees who may be required to assist it in meeting its obligations under this Contract shall have access to the Personal Data. SCRA shall ensure that all employees used by it to provide the Services (i) have undergone training in the laws of data protection and in the care and handling of the Personal Data in accordance with such laws, and (ii) hold a valid Disclosure Scotland/Protection of Vulnerable Groups Certificate..
- 5.5 In particular, SCRA undertakes to CHS that it will not disclose the Personal Data or any part thereof to any Third Party unless required by law or instructed to do so by CHS.
- 5.6 SCRA undertakes to CHS that it will not export the Personal Data or any part thereof outside the European Economic Area in any circumstances other than at the specific written request of CHS.
- 5.7 For the mutual benefit of both Parties, and to ensure compliance with this Contract and the Applicable Laws, CHS and SCRA will liaise regularly, and SCRA will allow its data processing facilities, procedures and documentation to be reviewed by CHS or its auditors.
- 5.8 SCRA undertakes to comply with CHS' procedure for Reporting Information Security Incidents, as contained in Schedule 3 to this Contract. In particular, in the event that any

personal data in the possession or control of SCRA is unlawfully disclosed or becomes lost, SCRA will immediately inform CHS and will provide to CHS a full report as to the circumstances of the disclosure or loss within 2 working days.

- 5.9 SCRA shall ensure that the Personal Data held is adequate, relevant and not excessive in relation to the purpose or purposes for which it is processed.
- 5.10 SCRA shall ensure that the Personal Data held is accurate, and where necessary, kept up to date.
- 5.11 SCRA shall ensure that the Personal Data processed for any purpose or purposes shall not be kept for longer than is necessary for that purposes or those purposes and shall retain and dispose of the Personal Data in line with the Retention and Disposal Guidelines, as contained in Schedule 2 to this Contract.
- 5.12 If at any time SCRA is unable to meet any of its obligations under this Contract, it undertakes to inform CHS immediately by notice in writing.

## **6. Transfer of Personal Data**

- 6.1 Before transferring any Personal Data to CHS, or to any third party at the request of CHS, SCRA will contact CHS to establish the appropriate method of transfer or transmission, and will securely transfer or transmit the Personal Data to CHS or the third party in line with CHS' instructions.

## **7. Subject Access Requests**

- 7.1 CHS shall be responsible for processing all Subject Access Requests which may be received from the Data Subjects to which the Personal Data relates.
- 7.2 SCRA hereby agrees to assist CHS with all Subject Access Requests which may be received from the Data Subjects to which the Personal Data relates.
- 7.3 If SCRA receives a Subject Access Request from a Data Subject to which the Personal Data relates it shall, within 2 working days of receiving the Subject Access Request, forward it to CHS.

7.4 Where CHS considers that it is necessary for copies of the Personal Data to be transferred to it to allow it to respond to a Subject Access Request, CHS will inform SCRA that it requires the copies to be transferred to it and SCRA will securely transfer the copies to CHS, to arrive no more than 5 working days from the date of CHS' request to SCRA. Before transferring the copies, SCRA will contact CHS to establish the appropriate method of transfer.

## **8. Complaints relating to processing of Personal Data under this Contract**

8.1 CHS shall be responsible for the handling of and responding to any complaints or expressions of dissatisfaction which may be received from the Data Subjects to which the Personal Data relates or others, in relation to the processing of the Personal Data under this Contract.

8.2 SCRA hereby agrees to assist CHS with any complaints or expressions of dissatisfaction which may be received from the Data Subjects to which the Personal Data relates or others, in relation to the processing of the Personal Data under this Contract.

8.3 If SCRA receives any complaints or expressions of dissatisfaction, in relation to the processing of the Personal Data under this Contract it shall, within 2 working days of receiving the complaint or expression of dissatisfaction, forward it to [complaints@chs.gsi.gov.uk](mailto:complaints@chs.gsi.gov.uk).

8.4 Where CHS considers that it is necessary for copies of the Personal Data to be transferred to it to allow it to respond to a complaint or expression of dissatisfaction, CHS will inform SCRA that it requires the copies to be transferred to it and SCRA will securely transfer the copies to CHS, to arrive no more than 5 working days from the date of CHS' request to SCRA. Before transferring the copies, SCRA will contact CHS to establish the appropriate method of transfer.

## **9. Third Party Requests for Personal Data processed under this Contract**

9.1 CHS shall be responsible for the handling of and responding to any requests which may be received from a Third Party in relation to the processing of the Personal Data under this Contract.

- 9.2 SCRA will not disclose or transfer the Personal Data to any Third Party in any circumstances other than at the specific request of CHS.
- 9.3 SCRA hereby agrees to assist CHS with all requests which may be received from Third Parties in relation to the processing of the Personal Data under this Contract.
- 9.4 If SCRA receives a request from a Third Party in relation to the processing of the Personal Data under this Contract it shall, within 2 working days of receiving the request, forward it to CHS.
- 9.5 Where CHS considers that it is necessary for copies of the Personal Data to be transferred to it to allow it to respond to a request from a Third Party in relation to the processing of the Personal Data under this Contract, CHS will inform SCRA that it requires the copies to be transferred to it and SCRA will securely transfer the copies to CHS, to arrive no more than 5 working days from the date of CHS' request to SCRA. Before transferring the copies, SCRA will contact CHS to establish the appropriate method of transfer.

## **10. Retention and Disposal of Personal Data**

- 10.1 SCRA undertakes to retain and dispose of the Personal Data in line with the Retention and Disposal Guidelines, as contained Schedule 2 to this Contract.

## **11. Indemnity**

- 11.1 SCRA hereby agrees to indemnify CHS against all losses, costs, expenses, damages, liabilities, demands, claims, fines, penalties, actions or proceedings which CHS may incur arising out of any failure by SCRA or its employees to comply with any of its obligations under this Contract.

## **12. Ownership**

- 12.1 All right, title and interest in the Confidential Information shall vest solely in CHS or its licensees.

## **13. Confidentiality**

- 13.1 SCRA shall procure that all Confidential Information disclosed to it by CHS under this Contract or which at any time during the term of the Contract come into SCRA's knowledge,

possession or control, shall be kept confidential and shall not be used for any purposes other than those required or permitted by this Contract and shall not be disclosed to any third party except insofar as this may be required for the proper operation of this Contract and then only under appropriate confidentiality provisions approved in writing by CHS.

13.2 The obligations of confidence contained in this Clause 13 shall not prevent SCRA from disclosing information to the extent required by law or for any regulatory purposes, or to comply with the requirements of any Stock Exchange, provided that prior written notice is given to CHS of such disclosure.

13.3 The obligations of confidence contained in this Clause 13 shall not apply to any information which:

13.3.1 is or becomes generally available to the public through no act or default of SCRA or its directors, employees or agents; or

13.3.2 SCRA can demonstrate from its written records, prior to its receipt from CHS was in its possession and at its free lawful disposal; or

13.3.3 SCRA can demonstrate from its written records, is after its receipt from CHS, generated by employees of SCRA independently of, and without knowledge of, the Confidential Information; or

13.3.4 SCRA can demonstrate from its written records, is subsequently disclosed to it without any obligation of confidence by a third party who has not derived it directly or indirectly from CHS.

13.4 The obligations of confidence contained in this Clause 13 shall survive the termination of this Contract for whatever reason for a period of: (i) three (3) years following the final disclosure of the Confidential Information by CHS to SCRA; or (ii) if longer, but only to the extent reasonably required, for as long as the ongoing confidentiality of the Confidential Information, or any part thereof, remains of value to CHS and or its interests.

## **14. Termination**

14.1 This Contract may be terminated by CHS or SCRA giving not less than 6 months written notice to the other Party.



## **15. Consequences of Termination**

- 15.1 On termination of this Contract for whatever reason, SCRA shall cease to process the Personal Data and Confidential Information and shall arrange for the prompt and safe return of all of the Personal Data and Confidential Information, processed under the terms of this Contract to Controller, together with all copies of the Personal Data or Confidential Information in its possession or control or that of its agents or contractors, within such time and by such secure means as CHS shall provide for in writing at the time of termination of the Contract.
- 15.2 Termination of this Contract shall not affect any rights or obligations of either Party which have accrued prior to the date of termination and all provisions which are expressed to, or do by implication, survive the termination of this Contract shall remain in full force and effect.

## **16. Assignment and Subcontracting**

- 16.1 SCRA shall not be entitled to assign this Contract nor all or any of its rights or obligations hereunder, without the prior written consent of CHS.
- 16.2 SCRA shall not be entitled to sub-contract performance of its obligations hereunder without CHS' prior written consent and SCRA shall, at all times, be responsible as between itself and CHS for the observance by its assignees of the obligations contained in this Contract as if such sub-contractors were SCRA.
- 16.3 In the event that SCRA requires CHS' prior written consent in pursuance of Clause 16.2, CHS shall be entitled, at its discretion, to withhold such consent and prior to issuing such consent CHS may require the party that SCRA proposes to sub-contract the performance (or any part thereof) of its obligations hereunder, to enter into a direct contractual relationship with CHS in respect of the processing of any Personal Data by such party.

## **17. Notices**

- 17.1 Any notice under or in connection with this Contract shall be in writing (but not by fax, email or similar means) and shall be delivered personally, or sent by courier or by recorded or registered mail to the following addresses:

Notices to SCRA:

Address: Scottish Children's Reporter Administration  
Ochil House  
Springkerse Business Park  
Stirling  
FK7 7XE

Marked for the attention of:

Notices to CHS: Chief Executive

Address: Children's Hearings Scotland  
Area 2/1/1, Ladywell House  
Ladywell Road  
Edinburgh  
EH12 7TB

Marked for the attention of: Chief Executive

A notice shall become effective on the date it is delivered to the address of the recipient Party shown above. A Party may notify the other of a change to its notice details.

## **18. Severability**

Should any provision of this Contract be held to be illegal, invalid or unenforceable in any respect by any judicial or other competent authority under the law of any jurisdiction:

18.1 if by substituting a shorter time period or more restricted application of the provision, it would be valid and enforceable, such shorter time period or more restricted application shall be substituted.

18.2 if Clause 18.1 is not applicable:

18.2.1 such provision shall, so far as it is illegal, invalid or unenforceable in any jurisdiction, be given no effect by the Parties and shall be deemed not to be included in this Contract in that jurisdiction;

18.2.2 the other provisions of this Contract shall be binding on the Parties in that jurisdiction as if such provision were not included herein;

18.2.3 the legality, validity and enforceability of the provision in any other jurisdiction shall not be affected or impaired; and

18.2.4 the Parties shall negotiate in good faith to agree an alternative provision in terms which as closely as possible achieve the intention of the Parties in the original provision, do not substantially impair the Parties' original interests and do not render such provisions invalid or unenforceable.

## **19. Variation**

19.1 No variation or amendment to this Contract shall bind either Party unless made in writing and signed by duly authorised officers of both Parties.

## **20. Waiver and Remedies**

20.1 A failure to exercise or any delay in exercising any right or remedy provided by this Contract or by law does not constitute a waiver of that right or remedy or a waiver of any other rights or remedies.

## **21. Entire Contract**

21.1 This Contract constitutes the entire Contract and understanding of the Parties relating to its subject matter and supersedes all prior proposals, Contracts and understandings between the Parties or their advisors relating to such subject matter.

21.2 Each of the Parties hereby acknowledges and agrees that in entering into this Contract, it does not rely on any statement, representation, warranty, undertaking, Contract or understanding of any nature whatsoever made by any person other than as expressly included in this Contract as a warranty (a "Prior Representation") and to the extent that it is so included that Party's only remedy shall be a contractual one for breach of warranty under the terms of this Contract for damages. To the extent that, notwithstanding the foregoing a Prior Representation has been made and relied upon by either Party, the relevant party unconditionally and irrevocably waives any claims, rights or remedies it may have in relation thereto.

21.3 Nothing in this Contract shall operate to limit or exclude any liability of either Party, or the remedies available to either Party for fraud, including fraudulent acts and/ or fraudulent misrepresentations.

**22. Further Assurance**

22.1 The Parties shall execute all further documents as may be reasonably necessary or desirable to give full effect to the terms of this Contract and to protect the rights of the Parties under it.

**23. Governing Law**

23.1 This Contract shall be governed in all respects by the laws of Scotland and each Party hereby irrevocably submits for all purposes in connection with this Contract to the exclusive jurisdiction of the Scottish Courts.

**IN WITNESS** whereof this Contract consisting of this and the preceding eleven (11) pages and the attached Schedules part is executed as follows:

Signed for and on behalf of the said **CHS** by

Signed for and on behalf of the said **SCRA** by

.....  
[INSERT JOB TITLE OF PERSON SIGNING FOR CHS]

.....  
[INSERT JOB TITLE OF PERSON SIGNING FOR SCRA]

at (City/Town) .....

at (City/Town) .....

on (date) .....

on (date) .....

In the presence of:

In the presence of:

Witness .....

Witness .....

Full Name .....

Full Name .....

Address .....

Address .....

.....

.....

**This is Schedule 1 in one part to the Data Processing Contract between Children’s Hearings Scotland and SCRA**

**Data Processing**

**1. Personal Data to be processed by SCRA on behalf of CHS**

1.1 The Personal Data to be processed by SCRA on behalf of CHS may include:

<b>Complaints</b>	<b>Records of complaints made by or relating to members of CHS staff.</b>
<b>Disciplinary</b>	<b>Records of disciplinary actions relating to members of CHS staff.</b>
<b>Expenses</b>	<b>Claims and invoices for processed expenses, including bank details of CHS staff and Board members.</b>
<b>Grievances</b>	<b>Records of grievances raised by members of CHS staff.</b>
<b>Health and Safety</b>	<b>Details of health and safety assessments.</b>
<b>Learning and Development</b>	<b>Records relating to training provided by SCRA.</b>
<b>Leave</b>	<b>Records of leave, including maternity, sickness, special, leave of absence etc</b>
<b>Occupational Health</b>	<b>Details of occupational health referrals, assessments and reports.</b>
<b>Payroll</b>	<b>Details of staff pay and bank accounts for processing expenses and wages.</b>
<b>Pensions</b>	<b>Details of staff pensions.</b>
<b>Recruitment</b>	<b>Records relating to the recruitment of CHS staff, including applications of both successful and unsuccessful candidates; details of Disclosure Scotland and PVG certificates; references; employment histories; equal opportunities data.</b>
<b>Redundancy</b>	<b>Records relating to the leaving and redundancy of CHS staff.</b>
<b>References</b>	<b>Records relating to the provision of references for ex members of CHS staff.</b>
<b>Retirement</b>	<b>Records relating to early retirement.</b>

**2. Purpose of the data processing**

2.1 SCRA will process personal data on behalf of CHS in line with the Memorandum of Understanding: Shared Services. The functions/services carried out by SCRA on behalf of CHS are to provide human resources support to CHS and Board members, including the recruitment of staff, delivery of training, occupational health services, payment of staff, and administration of pensions; and check and process claims for the payment of CHS staff and Board member allowances.

## This is Schedule 2 in one part to the Data Processing Contract between Children's Hearings Scotland and SCRA



### Retention and Disposal Guidelines: SCRA

#### Introduction

These Retention and Disposal Guidelines have been produced by Children's Hearings Scotland in order to set out the recommended retention periods for records held by SCRA. This guidance has been taken from Children's Hearings Scotland's Retention and Disposal Schedule, which details the recommended retention periods for all records created by CHS staff, Board members, ASTs, Panel Members and Clerks to the ASTs, in line with business need, legislative, statutory and regulatory requirements. This guidance relates to all records, regardless of their format. Every effort has been made to ensure that the recommended retention periods are compliant with the legislative framework within which CHS operates.

#### Disposal of Information

There are generally three procedures to follow with regards to the disposal of records once they have reached the end of their recommended retention period:

1. *'Confidential destruction'*– records containing Confidential Information<sup>1</sup>, personal data or sensitive personal data must be confidentially destroyed or deleted at the end of their retention period. If the records are held in paper form a cross-cut shredder should be used to destroy the information and a record of the disposal must be retained. For records held electronically, please ensure information is deleted from systems.
2. *'Transfer to CHS to review for historical value'*<sup>2</sup> – all records that are of potential historical value should be transferred to CHS once they have reached the end of their recommended retention period. Records that are deemed worthy of permanent preservation by CHS, will be deposited with National Records of Scotland.
3. *'Recycle'* – paper records that do not contain any Confidential Information, personal data or sensitive personal data can be recycled at the end of their retention period.

**Please note:** if the records are subject to a current Freedom of Information or Data Protection request, they must be retained for 12 months after the request has been closed.

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<sup>1</sup> If you are unsure whether or not the material you have should be classed as confidential, then a general rule is to classify any information that is not yet in the public domain, as confidential.

<sup>2</sup> Please contact CHS for guidance on the most appropriate method of transfer, prior to transferring any information.

FUNCTIONS AND ACTIVITIES		EXAMPLE RECORD TYPES	DESCRIPTION OF RECORDS	RETENTION PERIOD	DISPOSAL PROCEDURE
<b>Governance</b>					
	<b>Complaints</b>	Complaints	Records of complaints made by or relating to a member of staff	DESTROY – 6 years from closure DESTROY – 6 months after completion of investigation if unsubstantiated	Confidential destruction
<b>Money</b>					
	<b>Expenses and Claims</b>	Claims	Documentation relating to expenses claims, including travel	DESTROY – 7 years after the end of the financial year	Confidential destruction
<b>People</b>					
	<b>Absence and Leave</b>	Leave Records	Documentation relating to the recording and management of annual, flexi, special, floating, statutory or public leave for CHS staff	DESTROY – 6 years from leaving date	Confidential destruction
		Sickness	Documentation relating to the recording and management of sick leave	DESTROY – 3 years from the end of the financial year	Confidential destruction
	<b>Conduct</b>	Discipline	Records relating to disciplinary investigations relating to CHS staff	DESTROY – 10 years from leaving date if substantiated DESTROY – after 6 months if unsubstantiated	Confidential destruction
		Dismissal	Records relating to CHS staff dismissals	DESTROY – 10 years from leaving date	Confidential destruction
		Investigation	Documentation relating to investigations into staff conduct	DESTROY – 10 years from leaving date if substantiated DESTROY – after 6 months if unsubstantiated	Confidential destruction

	<b>Grievance</b>	Grievances	Records documenting grievances raised by staff, including CHS' response, action taken and the outcome	DESTROY – 6 years from last action	Confidential destruction
	<b>Health and Safety</b>	Accident and Incidents Reporting	Reports of accidents and incidents, for staff, volunteers and visitors (major injuries)	DESTROY – 12 years from date of accident	Confidential destruction
		Investigations	Activities relating to internal or external investigations into accidents	DESTROY – 7 years from date of accident	Confidential destruction
	<b>Learning and Development</b>	Training Records (CHS staff)	Individual staff training records, including attendance records and awards and certificates	DESTROY – 6 years from leaving date	Confidential destruction
	<b>Occupational Health</b>	Assessments	Occupational health assessments carried out for CHS staff	DESTROY – 10 years after last appointment	Confidential destruction
		Referrals	Referrals to Occupational Health providers	DESTROY – 10 years after last appointment	Confidential destruction
		Reports	Reports of occupational health assessments	DESTROY – 10 years after last appointment	Confidential destruction
	<b>Payment of Employees</b>	Maternity / Paternity Pay	Records relating to entitlements and calculations of Statutory Maternity and Paternity pay	DESTROY – 3 years after the end of the financial year	Confidential destruction
		Pay Awards	Details of pay awards	DESTROY – 7 years after the end of the financial year	Confidential destruction
		Payroll Records	Records of staff payroll	DESTROY – 7 years after leaving	Confidential destruction
	<b>Pensions Administration</b>	Agreements	Documentation relating to pensions agreements	DESTROY – 7 years after the last pension payment	Confidential destruction
		Contributions	Records of pensions contributions	DESTROY – 7 years after the last pension payment	Confidential destruction
		Schemes	Details of pensions schemes to which staff belong	DESTROY – 7 years after the last pension payment	Confidential destruction
	<b>Recruitment</b>	Application Forms – Successful	Applications for a vacant position as a member of CHS staff – successful candidates	DESTROY – 6 years from leaving date	Confidential destruction



		Candidates			
		Application Forms – Unsuccessful Candidates	Applications for a vacant position as a member of CHS staff – unsuccessful candidates	DESTROY – 6 months after recruitment finalised	Confidential destruction
		Contract	Details of contracts for CHS staff members, including terms and conditions	DESTROY – 6 years from leaving date	Confidential destruction
		Disclosure Certificates	Copies of completed Disclosure/PVG certificates	DESTROY – 6 months after appointment	Confidential destruction
		Expressions of Interest	Details of expressions of interest in a vacant role at CHS	DESTROY – 6 months after recruitment finalised	Confidential destruction
		Feedback	Written feedback provided to candidates	DESTROY – 6 months after recruitment finalised	Confidential destruction
		Interview Notes & Scoring – Successful Candidates	Notes and scoring from interviews of successful candidates for a CHS post	DESTROY – 6 years from leaving date	Confidential destruction
		Interview Notes & Scoring – Unsuccessful Candidates	Notes and scoring from interviews of unsuccessful candidates	DESTROY – 6 months after recruitment finalised	Confidential destruction
		Invites to Interview	Details of invites to interview	DESTROY – 6 months after recruitment finalised	Confidential destruction
		Job Descriptions	Job descriptions for CHS posts	DESTROY – 1 year after completion of job role	Recycle
		Person Specifications	Person specifications for CHS posts	DESTROY – 1 year after completion of job role	Recycle
		References	References provided in support of an individual’s application	DESTROY – 6 months after recruitment finalised if candidate is unsuccessful DESTROY – 6 years after leaving if	Confidential destruction

				candidate is successful	
	<b>Resignation</b>	Resignations	Documentation relating to resignations handed in by staff	DESTROY – 6 years from leaving date	Confidential destruction

**This is Schedule 3 in one part to the Data Processing Contract between Children's Hearings Scotland and SCRA**



## **Reporting Information Security Incidents**

### **1. Introduction**

- 1.1 CHS must take steps to protect the information for which it is responsible from theft, loss, unauthorised disclosure (intentional or not), damage and destruction.
- 1.2 Information security incidents may involve information held in any format, for example paper, electronic, sound, visual or audio.
- 1.3 An information security incident can result in harm to the reputation of CHS and, if the information involved is personal data, cause distress and possibly harm to the data subject<sup>3</sup>.

### **2. Purpose and scope**

- 2.1 The following procedure sets out what CHS staff, Board members, AST and panel members, Clerk to the AST and their team, and key partners must do in the event of an information security incident. It also explains how to report suspected weaknesses or vulnerabilities in processes and systems to CHS.
- 2.2 The purpose of this procedure is to ensure that all information security incidents are reported in a correct and timely manner to allow the incident, suspected incident or weakness or vulnerability to be assessed.
- 2.3 This procedure covers all circumstances where information for which CHS is responsible is stolen, lost, disclosed without authorisation (intentionally or not), damaged and destroyed or it is suspected that any of the above has occurred. All suspected

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<sup>3</sup> Under the Data Protection Act 1998, a data subject means an individual who is the subject of personal data. For more information on how CHS ensures compliance with the Data Protection Act 1998, see our Data Protection Policy.

weaknesses or vulnerabilities in CHS systems or processes which may result in the above must also be reported using this procedure.

- 2.4 CHS' Performance and Research Officer (P&RO) is responsible for ensuring that all CHS staff, Board members, AST and panel members, Clerk to the AST and their team, and key partners are aware of this procedure.

### **3. Reporting information security incidents**

- 3.1 CHS' P&RO must be contacted immediately in the following circumstances:

- a) an information security incident has occurred (as described in paragraph 2.3 above)
- b) it is suspected that an information security incident may have occurred (as described in paragraph 2.3 above)
- c) it is suspected that there are weaknesses or vulnerabilities in processes and systems which may lead to an information security incident(as described in paragraph 2.3 above)

- 3.2 The following information should be provided when reporting an information security event:

- a) the nature of the incident/suspected incident/weakness or vulnerability
- b) the information/systems that are involved
- c) who is involved (for example users of the information/who the information is about)

- 3.3 CHS' Information Security Incident Response Procedure outlines what CHS will do when an information security incident has been reported, and a copy can be obtained by contacting CHS.

### **4. Contacting CHS**

Sara Brodie | Performance and Research Officer  
Children's Hearings Scotland  
Ladywell House  
Ladywell Road  
Edinburgh  
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