
Declaration

As a data controller Cavan County Council are legally obliged to ensure there is a written agreement in place with any third party (processor or sub-processor) engaged by the Council or third-party processor to provide a service on its behalf.

Article 28(1) of the GDPR states that “processing by a processor shall be governed by a contract” and a processor or sub-processor should only be used if they can provide “sufficient guarantees” (in particular in terms of its expert knowledge, resources and reliability) and agree to implement appropriate technical and organisational measures to ensure the processing of personal data complies with the GDPR and Data Protection Act 2018 and protects the privacy rights of individuals.

For further information on how Cavan County Council protects the privacy rights of individuals visit our privacy notice at: [Privacy Statement - Cavan County Council \(cavancoco.ie\)](https://cavancoco.ie/PrivacyStatement).

Please complete **either** Section A or Section B of this form as appropriate.

If you are unsure of the appropriate section to complete, please contact the data protection unit at dpo@cavancoco.ie

Section A

I/We declare that no processing of personal data will take place under the terms and for the duration of this contract. If this should change at any stage during the lifetime of the contract, we will notify Cavan County Council without delay.

NAME	
POSITION	
ORGANISATION	
DATE	

Section B

I/We declare that processing of personal data will be undertaken to fulfill our obligations under the terms of this contract. As a data processor I/We agree to comply with the Council's requirements to meet the Council's legal obligations as a data controller under Data Protection legislation.

We understand our obligations as a data processor and agree to complete the checklist below and submit relevant documents where applicable.

NAME	
POSITION	
ORGANISATION	
DATE	

To assist the council in meeting its data protection obligations, you must complete the checklist below and inform the council if any of the following scenarios apply, submitting the appropriate documents where applicable.

- if you intend to use sub-processors,
- if you have identified high-risk processing and the requirement for a Data Protection Impact Assessment (DPIA),
- if you are transferring data to a country outside the EEA region.

See terminology definitions (*Appendix A*) to assist in the completion of the checklist.

If you are unsure of the appropriate responses, please contact dpo@cavancoco.ie

CHECKLIST	
DOCUMENT	YES/NO/NA
Has a Data Processing Agreement been completed?	Y ☐ N ☐ N/A ☐
Will a sub-processor be used?	Y ☐ N ☐ N/A ☐

If applicable, have sub-processor details been submitted? Is a DPA in place?	Y ☐ N ☐ N/A ☐
HIGH RISK PROCESSING	
Where applicable, has a DPIA (Data Processing Impact Assessment) been completed / Risk Information submitted?	Y ☐ N ☐ N/A ☐
INTERNATIONAL TRANSFERS	YES/NO/NA
Will personal data be transferred outside of the EEA?	Y ☐ N ☐ N/A ☐
Where applicable, has a Transfer Impact Assessment been completed?	Y ☐ N ☐ N/A ☐
Where applicable, have standard contractual clauses been completed?	Y ☐ N ☐ N/A ☐

For office use only (to be completed by the business unit)

1.	Where applicable, has a DPIA been submitted and reviewed?	Y ☐ N ☐ N/A ☐
2.	Where applicable, has a processor DPA been submitted & reviewed?	Y ☐ N ☐ N/A ☐
3.	Where applicable, has a sub-processor DPA been submitted & reviewed?	Y ☐ N ☐ N/A ☐
4.	Where applicable, has a Transfer Impact Assessment been submitted and reviewed?	Y ☐ N ☐ N/A ☐
5.	Where applicable, has the appropriate data transfer mechanism been submitted and reviewed?	Y ☐ N ☐ N/A ☐

Appendix A - Definitions

1. Data Processor:

A 'processor' refers to a person, company, or other body which processes personal data on behalf of a controller. They don't decide how or why processing takes place, but instead carry out processing on the orders of a controller.

2. Sub-processing:

Sub-processors perform data processing on behalf of the processor. Data processors should have a data processing agreement with any sub-processors they use. The processor shouldn't engage sub-processors without the prior consent of the controller.

3. Data Processing Agreement (DPA):

A Data Processing Agreement (DPA) is a legally binding document to be entered into between the controller and the processor in writing or electronic form. It regulates the scope and purpose of processing, as well as the relationship between the controller and the processor. The contract is important so that both parties understand their responsibilities and liabilities.

4. Data Protection Impact Assessment (DPIA):

Under the GDPR, a DPIA is mandatory where data processing "is likely to result in a high risk to the rights and freedoms of natural persons". A DPIA identifies and assesses the risk(s) associated with the processing activity.

5. European Economic Area (EEA):

The EEA refers to the European Economic Area and is currently comprised of 27 EU countries and the three EFTA countries of Iceland, Liechtenstein, and Norway. Any country outside of the EEA is referred to as a 'third country'.

6. International Transfers:

This refers to the transfer of data outside of the European Economic Area to countries where GDPR does not apply. These countries are described as 'third countries'. In the absence of GDPR a specific transfer mechanism may be in place with certain countries to safeguard the personal data e.g., binding corporate rules, adequacy, standard contractual clauses.

7. Transfer Impact Assessment (TIA):

The term TIA refers to a written analysis/risk assessment, conducted by a controller or a processor, to assess the impact that a transfer of personal data to a country outside of the EEA may have on the privacy afforded to the transferred data.

8. Standard Contractual Clauses (SCCs):

Standard contractual clauses (SCCs) are standardised and pre-approved model data protection clauses that allow controllers and processors to comply with their obligations under EU data protection law and can be incorporated into contracts between the Data Controller and Processor(s).