

Fact Sheet

Data Protection Policy



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1. Registration Details (Data Protection Act 1998)

Data Controller Name:	greatwithtalent Ltd.
Registration Number:	Z8456243
Purposes for which Personal Data Held:	<ul style="list-style-type: none"> ▪ Staff Administration ▪ Advertising, Marketing & Public Relations ▪ Accounts & Records ▪ Consultancy & Advisory Services ▪ Research

2. Compliance with the 1998 Act Principles

For clients working with great{with}talent it is worth noting that for the purposes of the Act we (greatwithtalent Ltd.) are in fact the Data Processor, and it is the client who remains the Data Controller within the meaning of the Act.

The implication of this is that some of the Principles affect great{with}talent directly and others are more aimed at the client. This section provides a description of how we comply with the requirements of each Principle with respect to our processing of Personal Data.

In addition, a client organisation may wish to include Data Protection clauses in their contract with great{with}talent relating to our service provision as a third party data processor. Appendix A contains some standard clauses that the client organisation (Data Controller) may like to consider using.

2.1 Fairly and Lawfully Processed

great{with}talent meet this requirement by ensuring that the data we hold is done so in pursuit of the legitimate interests of the Data Controller and not in prejudice of the rights and freedoms or legitimate interests of the Data Subject.

It is generally agreed that the application of well-designed employee survey processes would be construed as “legitimate interests.” In addition our Privacy Statement (obligatory for all our contracts)

demands the Data Subject's permission – a concrete record of where the data subject has given their consent to the processing. Please see Appendix B for our Privacy Statement.

There is little wide agreement about whether survey data counts as “sensitive personal data” under the Act but this is dealt with by again ensuring that the Data Subject permission is “explicit” within the meaning of the Act.

In practice there is little problem showing that employee surveying is a lawful purpose under the terms of the Act. It goes without saying that great{with}talent as the Data Processor do not use, sell or otherwise process the data in any ways other than those specified in this document.

2.2 Processed for Limited Purposes

great{with}talent meet this requirement by working with the Data Protection Controller to ensure that they issue a clear statement of what data is held by the organisation and for what purpose.

In addition our Privacy Statement declares how we, as a third party Data Processor, will use the data provided by the Data Subject (see Appendix B).

2.3 Adequate, Relevant and not Excessive

We process the data that is collected by the Data Controller. This usually includes responses to the survey questions, some key biographical data variables and additional information that is required by the process (e.g. performance appraisal data).

All of this information is relevant to the analytic services we provide. We do not collect or process data that is not used in our services. We hold only this data, and work with the Data Controller to make sure it is as simple as possible to both comply with this requirement, and also to make the process attractive to Data Subjects.

2.4 Accurate

great{with}talent systems collect and process the data that is provided by the Data Subjects. All our systems are scrupulously tested to ensure what is entered is the same as what is stored. Data Subjects have the ability to change and alter responses if they make errors during completion of our survey products.

2.5 Not Kept for Longer than is Necessary

All data is held securely while the survey project is live. When the project closes, great{with}talent keep the data for bulk research purposes (e.g. benchmarking).

Responses collected by paper are transferred online (where they are treated as above), and then disposed of responsibly.

2.6 Processed in Line with the Data Subject's Rights

great{with}talent processes data collected using via both anonymous and onymous administration methods.

Anonymous Data Processing

Data collected anonymously may not be anonymous to us, but is held by us confidentially (to the Data Subject). When the survey project closes, the data is reported back on a group basis to the Data Controller.

Responses can rarely be attributed to the individual. However, if an individual refers to specific incidents or situations in a free text response, they may effectively identify themselves. They are reminded of this possibility in the instructions at the appropriate part of the questionnaire.

great{with}talent will not report on subsets of employees small enough to compromise anonymity.

great{with}talent work with the Data Controller on how best to feedback the results of our analyses to the Data Subjects who provided the data originally.

Onymous Data Processing

Data collected onymously (where responses are attributed to the individual for the purposes of reporting) is processed on an individual basis and provided to the Data Controller in the form of an automated report. Our guidelines for the use of such reports recommend sharing this information with the Data Subject who has completed the questionnaire.

In both cases the Data Subject can of course make a Subject Access Request to the Data Controller (please see section 3).

2.7 Technical and Organisational Security

Technical Security

great{with}talent operates a reliable, robust and secure technical infrastructure. For details of architecture, databases, hardware, connectivity, browser compatibility, coding environment, application security (including encryption), service management and physical security, please refer to a separate document¹.

Organisational Security

Data is accessible to only those with agreed access rights. This is enforced via passwords and access controls. great{with}talent operate a policy that the minimum number of people has access to data that is required to operate our service. In addition all personnel are trained and qualified to carry out those duties, and supervised by the Data Protection Officer.

great{with}talent will apply appropriate disciplinary procedures in the case of and misuse of Personal Data.

great{with}talent rarely use sub-contractors to process data, and ensure that similar levels of protection can be guaranteed when the subcontractor has access to the data. We will notify the Data Controller if a subcontractor will have access to their data.

great{with}talent process data using systematic and rigorous procedures. Consequently it is easy to establish and demonstrate audit trails to trace our actions as Data Processors.

2.8 Not Transferred to Countries outside the EEA without Adequate Protection

great{with}talent host all their data in a dedicated data centre located in Gloucester, United Kingdom (see Online Service Technical Fact Sheet referenced in 2.7).

To data great{with}talent has not transferred Personal Data outside of the European Economic Area (EEA).

In the highly unlikely event that this occurs, great{with}talent will ensure the county operates an adequate level of protection for the rights and freedoms of Data Subjects in relation to the processing of personal data.

¹ See TalentDrain - Security & Technology Overview.pdf

3. Subject Access Requests

The Data Protection Act 1998 gives individuals who are the subject of personal data (Data Subjects) a general right of access to the personal data which relates to them.

Requests for access to records and for other information about those records are known as Subject Access Requests and are made to the person or organisation (Data Controller) who the Data Subject thinks is processing (holding, disclosing or using) the information.

Therefore in general Subject Access Requests will be made directly to you as the client organisation (Data Controller), although the Data Subject can in theory make a request directly to great{with}talent (the Data Processor).

The type of information the Data Subject can request access to depends on whether the survey questionnaire was administered anonymously or onymously.

Anonymous Administration

As no individual report is produced, the Personal Data simply constitutes a string of responses to the survey questionnaire. great{with}talent is under no obligation to disclose any information that could constitute a trade secret (e.g. scoring algorithms, item response definitions).

Consequently the response string will be meaningless to all intents and purposes, except for free text responses which will retain their original meaning.

great{with}talent will provide this information upon request from the Data Subject, which will usually be via the client organisation (Data Controller). However great{with}talent will provide the information directly to the Data Subject, in order not to compromise the anonymity contract under which the questionnaire was originally completed.

Onymous Administration

great{with}talent products that are administered onymously generate individual profile report outputs. The report therefore constitutes the data to which the Data Subject can request access.

However, if the subject did not complete the questionnaire properly, the report cannot be generated. In this case the information is a response string, and the anonymous administration context applies.

In the majority of cases the client organisation (Data Controller) will already hold the individual profile report for the Data Subject, and there will be no need for them to forward the request to great{with}talent. However, should the report no longer be available, great{with}talent can provide this information upon request.

4. Pre-Populating Applications with Personal Data

Sometimes a client organisation will provide great{with}talent with Personal Data (e.g. names and email addresses) with which to populate an online questionnaire system. The candidates are then contacted and requested to complete the survey questionnaire.

To clarify the issue of an organisation providing great{with}talent with a file containing employee data for use in pre-populating an online great{with}talent service:

1. great{with}talent acts ONLY as a Data Processor. Basic employee biodata (First Name, Last Name, Email, Job Title and Department) is ONLY used to inform the candidate (Data Subject) that a request has been made to complete a questionnaire.
2. The invite to complete the questionnaire, whether via email or letter, contains information that clearly states the reasons why the candidate has received the invite and notifies the candidate that an external agency called great{with}talent is administering the process. Information may also be relayed in this communication stating that great{with}talent is notified under the Data Protection Act 1998.
3. The candidate decides whether or not to complete the questionnaire by agreeing to the great{with}talent Privacy Statement which precedes all on-line questionnaires (see Appendix B).
4. Upon agreement with the organisation (and at which times the project permits) the information provided in (1) above is permanently discarded from the system and the originating organisation is informed. Only questionnaire responses remain within the great{with}talent system.

5. The Information Commission additionally recommends that the initial electronic transference of data between an organisation and great{with}talent is password protected in the unlikely event that an email or any other media format is intercepted.

The Information Commission has advised that there is no contravention of The Data Protection Act 1998 from either the client organisation or great{with}talent in the exchange of data in regard to the proposed process (and the points outlined above) and therefore the client organisation does not require the permission of its employees.

Appendix A. Example Standard Data Protection Clauses

1. Personal Data

Definitions

- 1.1 For the purposes of this Clause [1] the terms Personal Data, Sensitive Personal Data, Data Subject, Data Processor, Data Controller, and process shall have the meaning set out in the United Kingdom Data Protection Act 1998 (as may be modified, amended or re-enacted from time to time).

Appointment of Service Provider

- 1.2 The Customer hereby appoints the Service Provider as Data Processor in relation to the Personal Data more fully described below, which the Service Provider will process on behalf of the Customer in order to perform the Services.
- 1.3 The Customer further agrees that the Service Provider may appoint sub-data processors (Sub-Data Processors) in order to assist in carrying out the Services, provided that:
 - 1.3.1 the Customer must approve the appointment of Sub-Data Processors before they are appointed; and
 - 1.3.2 the Service Provider must enter into a contract with any such Sub-Data Processor including terms equivalent to those set out in this Clause [1].

Transfer of Customer Personal Data

- 1.4 The Personal Data relating to [set out who the data subjects are] and being transferred by the Customer to the Service Provider consists of [what personal data will be transferred, specifying in particular where sensitive personal data is being transferred] (Customer Personal Data).
- 1.5 The Customer is [you the client organisation], which uses the Customer Personal Data for the purpose of [list the purposes for which you use the personal data concerned].
- 1.6 The Service Provider is [great{with}talent].
- 1.7 The Customer Personal Data is being transferred to the Service Provider for [state the purposes for which the personal data will be used] (the Services).

Third Party Beneficiary Clause

- 1.8 The Data Subjects may enforce Clauses 1.3, 1.10.1-1.10.4, 1.10.7&8, 1.11, 1.14 and 1.15 as third party beneficiaries. The Customer agrees to make a copy of these Clauses available to Data Subjects on request.

Customer

- 1.9 The Customer agrees to transfer the Customer Personal Data to the Service Provider subject to the terms of this Clause.

Service Provider

- 1.10 The Service Provider:
 - 1.10.1 will process the Customer Personal Data only on behalf of the Customer and in compliance with the Customer’s instructions given from time to time and this Agreement. If for whatever reason the Service Provider cannot provide such compliance, or becomes aware of any local laws which may have a substantial adverse effect on the rights of Data Subjects under this Agreement, it agrees to inform the Customer promptly, in which case the Customer is entitled to suspend the processing of the Customer Personal Data;
 - 1.10.2 will ensure that those of its employees who process the Customer Personal Data under this Agreement have first been trained in the law of data protection and in the care and handling of personal data and that no other employees of the Service Provider are allowed access to the

Customer Personal Data;

- 1.10.3 will process the Customer Personal Data in accordance with the applicable Data Protection laws of the United Kingdom and will comply with the Customer's Information Management Security Policy and Personal Data Policy;
- 1.10.4 will not disclose the Customer Personal Data to a third party in any circumstances other than at the specific request of the Customer, or if required by law or court order;
- 1.10.5 will, upon reasonable request from the Customer, submit its data processing facilities, procedures and documentation relating to the Customer Personal Data, to scrutiny by the Customer or the auditors of the Customer in order to ascertain compliance with the terms of this Agreement;
- 1.10.6 will promptly notify the Customer about:
- (a) any legally binding request for disclosure of the Customer Personal Data prior to any such disclosure; and
 - (b) any accidental or unauthorised access which may affect the Customer Personal Data; and
 - (c) any communication from a Data Subject or from the United Kingdom Information Commissioner or other data protection supervisory authority;
- 1.10.7 will provide all reasonable assistance to the Customer to enable the Customer to respond to enquiries or communications from the United Kingdom Information Commissioner or other data protection supervisory authority;
- 1.10.8 will not transfer the Customer Personal Data to any jurisdiction outside the EEA without the prior written consent of the Customer. Such consent may be withheld or granted on such conditions as the Customer thinks fit.

Warranties and Indemnity

- 1.11 The Service Provider warrants that it has in place and will maintain appropriate technical and organisational measures to safeguard against unauthorised or unlawful processing of the Customer Personal Data and against accidental loss or destruction of, or damage to, the Customer Personal Data and to ensure a level of security appropriate to the risk represented by the processing and the nature of the Customer Personal Data to be protected.

- 1.12 The Service Provider will indemnify the Customer against all costs, expense, including legal expenses, damages, loss, including loss of business or loss of profits, liabilities, demands, claims, actions or proceedings which the Customer may incur arising out of any breach of this Clause by the Service Provider or its Sub-Data Processors.
- 1.13 The Service Provider warrants that it has (and will continue to maintain as long as it is in possession of Customer Personal Data) valid applicable insurance cover.

Liability

- 1.14 Where a request, complaint or enquiry is received by the Service Provider directly from Data Subjects in relation to the processing of their Customer Personal Data, the Service Provider will inform the Customer and forward the same to the Customer Data Protection Officer at great{with}talent, 12 Claremont Rd., Surbiton, Surrey KT6 4QU within [x] Business Days of receipt of such a request, complaint or enquiry by the Service Provider and the Service Provider will provide all reasonable assistance to the Customer to enable the Customer to deal with such request, complaint or enquiry.
- 1.15 The Service Provider and the Customer agree that a Data Subject who has suffered damage as a result of any breach of this Clause by the Service Provider or its Sub-Data Processors is entitled to take action against the Service Provider directly.

Termination

- 1.16 Either party may terminate this Agreement on giving not less than [x] months' written notice to the other.
- 1.17 The Customer may terminate this Agreement with immediate effect on giving written notice to the Service Provider in the event that:
 - 1.17.1 the Service Provider is in material breach of any of the provisions of this Clause and, where the breach is capable of remedy, has failed to remedy the breach within [x] days of a written notice from the Customer requiring it to do so; or
 - 1.17.2 the Service Provider becomes insolvent or a resolution is passed or an order is made for the winding up of the Service Provider (otherwise than for the purposes of solvent amalgamation or reconstruction) or the Service Provider becomes subject to an administration order or a receiver or administrative receiver is appointed or takes possession of any of the Service Provider's property or assets or if the Service Provider is dissolved or any similar event occurs

in any jurisdiction.

- 1.18 The termination or expiry of this Agreement for any reason shall not affect the parties' obligations in relation to the Personal Data transferred under this Agreement.
- 1.19 On termination or expiry of this Agreement, the Service Provider shall at the Customer's option either return the Personal Data to the Customer (including all copies in its possession or under its control) or securely destroy the same and certify to the Customer that this has been done.
- 1.20 This Agreement is governed by and shall be construed in accordance with English law.

Appendix B. great{with}talent's Privacy Statement

Below is an example of our Privacy Statement which precedes all great{with}talent's online questionnaires. This statement varies slightly depending on questionnaire and country of purpose. For example in the US, the statement also includes a Voluntary Disclosure Statement.

great{with}talent ('us' 'we'), a company notified under the UK Data Protection Act 1998, will be processing the data given in the questionnaire you complete. We will retain and store copies of your data to perform statistical analyses, and may also use the information you supply to produce benchmark group data. By completion of the questionnaire, you consent to our use of any personal information to the extent reasonably necessary to process your results.

All responses will remain completely confidential and will not be reported back in any way that is identifiable by your organisation, unless we specifically ask your permission to do so.*

* This paragraph is omitted for anonymously administered questionnaires.