



TUAM CANCER CARE
Cancer Support & Information

GDPR POLICY

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DATA PROTECTION POLICY

1. Policy Statement

Our organisation Tuam Cancer Care is committed to respecting the rights of individuals to privacy and confidentiality. We will be open and honest with individuals about how data is processed. We will train and support staff and volunteers to comply with the Data Protection Acts.

2. Purpose of Data Protection Policy

The purpose of Tuam Cancer Care policy on data protection is to ensure compliance with the law and to ensure accountability and transparency in how data is handled and processed.

It sets out an approach in the event of an information/data breach. Information/data breaches may occur because of deliberate acts of disclosure to unauthorised persons, accidental disclosure to unauthorised persons, loss due to fire, storm or flood, or theft (e.g. of mobile storage devices or computers).

3. Scope

The policy applies to all employees, volunteers, members/clients and Board members.

4. Relevant Policies and Legislation

- EU General Data Protection Regulation (2018)
- Data Protection Acts (1988 and 2003)
- European Communities Data Protection Regulations (2001)
- European Commission (Data Protection and Privacy in Telecommunications) Regulation (2002)
- Data Protection EU Directive 95/46/EC
- Criminal Damages Act (1991)
- Our organisation's policy on confidentiality

5. Glossary of Terms and Definitions

5.1 Who does data protection apply to?

Any data relating to a living individual who can be identified either from the data or in conjunction with other data held by the organisation is regarded as personal data. Some personal data is also considered to be sensitive personal data. Sensitive personal data includes information about:

- Race or ethnicity
- Political opinions

- Religious or philosophical beliefs
 - Trade union affiliations
 - Physical/mental health
 - Sexual orientation
 - Commission of or alleged commission of an offence
- Date of birth
- PPS number

Other confidential information includes information about the organisation such as financial records, payroll data, personnel information and legal documents.

5.2 What is data?

Data means any information that can be processed. This includes information that is kept in a file in a filing system (manual data) and information that is kept on computer (automated data).

5.3 What is data processing?

Data processing means performing any operation or set of operations on the data, whether or not by automatic means. Processing includes: obtaining, recording and keeping data; collecting, organising and storing data; altering or adapting data; retrieving, consulting, using or disclosing data; transmitting or disseminating data; aligning, combining, blocking, erasing or destroying data. Our organisation is responsible for all personal data that it processes.

5.4 Who is a data controller?

Under the Data Protection Acts, a data controller is defined as the individual or legal person who controls and is responsible for the keeping and use of personal information on computer or structured manual files. Our organisation controls and is responsible for all personal data that it holds.

5.5 Principles of data protection

The core principles underpinning our policy on data protection are that confidential information and privacy are protected and data/information will not be released to third parties without the prior written consent of the person to whom the data applies. In addition, the principles that must be complied with under the Data Protection Acts with regard to personal information apply. These are:

- The information must be obtained and processed fairly
- It must only be kept for specified purposes and for lawful purposes
- It must be used and disclosed only in ways that are compatible with the purpose for which it was acquired initially or for which it was subsequently approved
- It must be kept safe and secure
- It must be accurate, complete and where necessary, up to date
- It must be adequate, relevant and not excessive, i.e. seek and retain only the minimum

amount of personal data which is needed to achieve specified purposes

- It must not be retained for longer than is necessary for the specified purpose(s) and according to stated policies as they apply to different sources
- A copy of the information must be given to the individual to which it relates on their request

5.6 What is a data breach?

A data breach is the intentional or unintentional disclosure or release, loss or theft of personal information/data.

6. Roles and Responsibilities

It is the responsibility of Tuam Cancer Care to develop an appropriate policy on data protection.

It is the responsibility of The Board of Directors to approve the policy on data protection.

It is the responsibility of the Manager to review and update the policy on data protection.

It is the responsibility of all Board members, volunteers, staff, and others contracted by the organisation to be familiar with and to comply with the policy on data protection.

All breaches of this policy must be reported to the Manager

It is the responsibility of the Manager to deal with any breach of the data protection policy.

The organisation controls and is responsible for all personal data that it holds and is responsible for all personal data that it processes.

7. Policies and Procedures

This section outlines the information that will be gathered, and how and where it will be stored. A record of all processing activity has been created and same is attached herewith at

Appendix 1.

7.1 Data Retention (including acquiring data, recording of data, storage of data, access to data and removal of data)

Data is collected from clients of the Centre, supporters of the organisation and our Support Volunteers & staff. The person who is gathering information from an individual must make the individual aware of their identity and inform them of the purpose for gathering the data, whether or not it will be shared with third parties, how long it will be held for and who they can contact if they wish to see a copy of their personal data.

Clients: Personal information relating to names, addresses, contact details and details of their diagnosis is collected at the point of registration with the Centre. Clients are assigned a client number at registration and their data is filed using this number instead of their name. Information is stored on a password protected database on a password protected computer. They are also stored in a manual file which is kept in a locked drawer with restricted access. The room in which the files are kept are also locked out of hours. A Client registration form is completed at the initial stage of consultation and contained the necessary consents in order to hold and use the data therein. This Client registration form is attached herewith at [Appendix 2](#). A client engagement letter is also furnished at the initial stages and this sets out in summary, to the client, the data protection policies of Tuam Cancer Care. This Client engagement letter is exhibited at [Appendix 3](#).

Supporters: Personal information relating to names, addresses, contact details is collected at our events and on completion of the Fundraising Proposal form. This form contained the necessary consents in order to hold and use the data therein. A copy of this form is attached herewith at [Appendix 4](#). Information is stored on a password protected database on a password protected computer. They are also stored in a manual file which is kept in a locked drawer with restricted access. The room in which the files are kept are also locked out of hours. In order for their details to be kept, supporters have signed the said consent form. The consent forms are stored in a room locked out of hours.

Support Volunteers: Personal information is collected at induction. This information is stored in a locked filing cabinet – access is restricted to the coordinator. Information is stored on a password protected database on a password protected computer. Consent has been obtained for all existing support volunteers.

Staff: Copies of staff contracts, banking details, timesheets etc. are stored in individual staff files which are stored in a locked filing cabinet with restricted access. Copies of contracts may also be stored on computers in password protected files. Employee Handbooks have been updated to include specific reference to Data Protection in light of the GDPR Act 2018. A copy of the employee handbook is attached herewith at [Appendix 5](#). Consent to hold data is specifically requested and such consent is attached to the employees contract.

Data that is recorded should be accurate and complete and be entered into records in accordance with data protection guidelines. Corrections will be promptly made when inaccuracies, mistakes, misleading information or incomplete information is brought to light. Adequate security measures are in place to protect the safety and integrity of data under the control of Tuam Cancer Care. Personal data that is no longer 'live' or current will be archived. Data will be kept in the archive for as long as appropriate for financial or other legal reasons or if it might be necessary for historical or statistical research.

Duplicate records set up in error will be destroyed.

Suitable back-up facilities, e.g. hard copy, off-site data servers, are in place to protect data in the event of disruption.

Access to personal data by staff or volunteers will be given on a 'needs only' basis in the execution of their roles and responsibilities.

Requests for access to personal data made by the individual to whom the data pertains must be made in writing. A standard data access form is available online and upon request at the Centre. This data access form is attached herewith at [Appendix 6](#).

Responses to such requests will be made within 30 days of receipt of such request. Before making a response to such a request the following criteria must be met:

- Is the data personal data?
- Is the person requesting the data the bona fide owner of the requested data?
- Does the data relate specifically to the individual?
- Are there any references to third parties that should be withheld?
- Has the request been made in writing?

Once a request is granted, this must be recorded on the file.

Only anonymised data will be made available by the organisation to third parties that it contracts to conduct research on its behalf or third parties that the organisation is required to provide data from statistical reasons. Such data will only be released after it has been verified by the Manager that it does not contain any information that would allow direct identification of an individual (e.g. name, address, date of birth, etc.).

Confidential or personally identifiable information will only be released to therapists and counsellors associated with Tuam Cancer care and contracted by the organisation with the prior written consent of the individual. Such consent must be given without any duress or pressure. The individual must be made aware that they may withhold such consent or they may withdraw such consent at any time without consequences. All therapists and counsellors acting in conjunction with Tuam Cancer Care and with whom Tuam Cancer Care share personal data of client, will sign a data protection agreement with Tuam Cancer Care to ensure the security of said data. Please see precedent data controller/processor agreement used by Tuam Cancer Care in such circumstances at [Appendix 7](#). Continued efforts have been and will be made by Tuam Cancer Care to ensure all processors execute a similar agreement with them (within reason- e.g. it is envisaged that Revenue will not execute same)

Transit of information outside the premises of Tuam Cancer Care should only occur with the correct authorisation and should be kept to a minimum. Where it is necessary, all necessary precautions must be taken to ensure the security of the information before, during and after transit.

Laptops, portable mobile devices and /or files containing personal information or confidential organisational information should be locked securely in the boot of any car used to transport it. It should not be left unattended in the car, especially overnight.

While working remotely staff and facilitators need to ensure the same level of care with data as if they were working in the Centre. Laptops should have password protection and client information should not be left in sight, or possible sight, of other people.

Each employee and volunteer of Tuam Cancer Care is required to sign a confidentially declaration. This is to ensure the privacy of information known to employees and volunteers is respected. A copy of the Declaration is attached hereto at [Appendix 8](#).

7.2 Data Destruction Policy

Disposal of records must maintain the confidentiality of the information contained in the records and avoid accidental loss or disclosure of the contents of the records.

Client files – every 6 months a query will be run from the database to identify clients that have been inactive for 18 months or more. These records will be marked inactive on the database. Their manual files will remain in the locked filing cabinet in the event of future contact. This file will be kept indefinitely unless Tuam Cancer Care are informed of the death of a client. This decision is reached following thoughtful consideration of the common circumstance where recurrence of a diagnosis presents in a client.

Where a client is deceased, they are marked as such on the database. Their manual file is retained for a period of 7 years, in line with best practice for therapists and counsellors.

Supporter's files – supporter's details will be destroyed following a period of 12 months of no contact. Consent forms will be shredded and disposed of in line with this policy.

Support Volunteers – files are marked inactive when a volunteer resigns. Their manual files will be destroyed on resignation in line with Employment Law.

Staff – files will be retained for a period of 7 years following the resignation or retirement of staff members.

The approved method of destruction is shredding, either internally or by a third party approved by the manager. Third party destruction certificate will be retained in the Data Protection folder. Authorisation for destruction of records must be obtained from the Manager. Records for destruction must be segregated from general waste.

A register of records destroyed from May 2018 is retained by Tuam Cancer Care. This will contain a record title (name and address) and a date of destruction and nothing further. Clients are informed of same in the initial client care letter.

7.3 Data Review Policy

The policy on data protection will be reviewed on an annual basis. The review will be conducted during a minuted meeting between the Data Protection Officer, the Manager and the Administration team. Minutes from the meeting will be kept on file. Reviewed policy will be circulated to the Board for approval. The approved policy will be circulated to staff, volunteers

and contracted third parties.

Any changes to the policy on data protection will be agreed by the Board and notified to staff, volunteers and contracted third parties.

7.4 Privacy and security policy

Privacy Statement

Tuam Cancer Care is committed to respecting and protecting your privacy and would also like you to feel safe when you give us your personal details. We will always clearly identify ourselves in correspondence and on our website. Our principle aim is to provide and arrange services for our clients who are people with a cancer diagnosis and/or family members. In order to function we will request information some of which will most likely be sensitive personal data. We are open and honest with individuals about how their data is processed.

Privacy and Security Policy

To facilitate our services and to provide you with relevant information and respond to your requests, we sometimes request that you provide us with information about yourself. This information will often consist of sensitive personal data.

Tuam Cancer Care maintains privacy practices with respect to data that is collected offline and online, and this notice also covers both those methods of data collection and use. Tuam Cancer Care complies with the EU General Data Protection Directive (GDPR) for the collection, use and retention of all personal data.

What information will we gather?

In general, you may visit our website without identifying yourself or revealing any personal information. Tuam Cancer Care may collect domain information from your visit to customise and improve your experience on our website.

This website may collect certain information from your visit including the date, time of your access, the pages you accessed, the name of the internet service provider and the internet protocol (IP) address by which you are accessing the internet, and the internet address from which you linked to our site if applicable. We may use this information to better understand how our website is being used so that we can improve its performance.

Some portions of this website may request that you give us information about yourself from which we are able to identify you, such as your name, e-mail and other address. Some of the ways in which we may collect information from you are:

- Subscription to newsletters or other Tuam Cancer Care content-related correspondence
- Event registration for programmes, workshops, events etc.

In terms of offline acquisition of information, data may be collected from clients of the Centre, supporters of the organisation and our Support Volunteers & staff in person. The person who is gathering information from an individual must make the individual aware of their identity and inform them of the purpose for gathering the data, whether or not it will be shared with third parties, how long it will be held for and who they can contact if they wish to see a copy of their personal data.

- Clients: Personal information relating to names, addresses, contact details and details of their diagnosis is collected at the point of registration with the Centre. Clients are assigned a client number at registration and their data is filed using this number instead of their name. Information is stored on a password protected database on a password protected computer. They are also stored in a manual file which is kept in a locked drawer with restricted access. The room in which the files are kept are also locked out of hours.
- Supporters: Personal information relating to names, addresses, contact details is collected at our events and on completion of the Fundraising Proposal form. Information is stored on a password protected database on a password protected computer. They are also stored in a manual file which is kept in a locked drawer with restricted access. The room in which the files are kept are also locked out of hours. In order for their details to be kept, supporters have signed a consent form. The consent forms are stored in a room locked out of hours.
- Support Volunteers: Personal information is collected at induction. This information is stored in a locked filing cabinet – access is restricted to the coordinator. Information is stored on a password protected database on a password protected computer.
- Staff: Copies of staff contracts, banking details, timesheets etc. are stored in individual staff files which are stored in a locked filing cabinet with restricted access. Copies of contracts may also be stored on computers in password protected files.

Data that is recorded should be accurate and complete and be entered into records in accordance with data protection guidelines. Corrections will be promptly made when inaccuracies, mistakes, misleading information or incomplete information is brought to light.

Use of the information we gather

When we collect information about you, we intend to tell you why we are asking for the information and what we intend to do with it. You will have the option of not providing the information in which case you may still be able to access some services, although you may not be able to access all services. Data will not be held for longer than is necessary.

The information we collect about you is used to provide or arrange for the provision of services and respond to your requests. It may also be used to verify your identity, send you information, or contact you in relation to Tuam Cancer Care activities that we believe may be of interest to you after you have chosen to opt-in.

Sharing information with third parties

In certain instances, we may make our information available to third parties with whom we have a relationship, where the third party is providing services on our behalf. We will only

provide those third parties with information that is necessary for them to perform the services and we take measures to protect your information.

The information we collect may be used, stored, and processed in the EU or UK. Tuam Cancer Care may disclose information it has collected about you if required to do so by law, or when necessary to protect the rights of Tuam Cancer Care or its employees.

Confidential or personally identifiable information will only be released to therapists and counsellors associated with Tuam Cancer Care and contracted by the organisation with the prior written consent of the individual. Such consent must be given without any duress or pressure. The individual must be made aware that they may withhold such consent, or they may withdraw such consent at any time without consequences. All therapists and counsellors acting in conjunction with Tuam Cancer Care and with whom Tuam Cancer Care share personal data of client, will sign a data protection agreement with Tuam Cancer Care to ensure the security of said data. Please see precedent data controller/processor agreement used by Tuam Cancer Care in such circumstances at [Appendix 7](#). Continued efforts have been and will be made by Tuam Cancer Care to ensure all processors execute a similar agreement with them (within reason- e.g.it is envisaged that Revenue will not execute same)

Transit of information outside the premises of Tuam Cancer Care should only occur with the correct authorisation and should be kept to a minimum. Where it is necessary, all necessary precautions must be taken to ensure the security of the information before, during and after transit. Laptops, portable mobile devices and /or files containing personal information or confidential organisational information should be locked securely in the boot of any car used to transport it. It should not be left unattended in the car, especially overnight.

Only anonymised data will be made available by the organisation to third parties that it contracts to conduct research on its behalf or third parties that the organisation is required to provide data from statistical reasons. Such data will only be released after it has been verified by the Manager that it does not contain any information that would allow direct identification of an individual (e.g. name, address, date of birth, etc.).

Data security

Tuam Cancer Care's intent is to strictly protect the security of your personal information; honor your choice for its intended use; and carefully protect your data from loss, misuse, unauthorised access or disclosure, alternation or destruction. Adequate security measures will be in place to protect the safety and integrity of data under the control of Tuam Cancer Care.

Personal data that is no longer 'live' or current will be archived. Data will be kept in the archive for as long as appropriate for financial or other legal reasons or if it might be necessary for historical or statistical research.

Duplicate records set up in error will be destroyed.

Suitable back-up facilities, e.g. hard copy, off-site data servers, will be put in place to protect data in the event of disruption.

Access to personal data by staff or volunteers will be given on a 'needs only' basis in the execution of their roles and responsibilities.

Data Destruction

Disposal of records must maintain the confidentiality of the information contained in the records and avoid accidental loss or disclosure of the contents of the records.

Client files – every 6 months a query will be run from the database to identify clients that have been inactive for 18 months or more. These records will be marked inactive on the database. Their manual files will remain in the locked filing cabinet in the event of future contact (e.g. recurrence of diagnosis).

Where a client is deceased, they are marked as such on the database. Their manual file is retained for a period of 7 years, in line with best practice for therapists and counsellors.

Supporter's files – supporter's details will be destroyed following a period of 12 months of no contact. Consent forms will be shredded and disposed of in line with this policy.

Support Volunteers – files are marked inactive when a volunteer resigns. Their manual files will be destroyed on resignation.

Staff – files will be retained for a period of 7 years following the resignation or retirement of staff members in line with Employment Law.

The approved method of destruction is shredding, either internally or by a third party approved by the manager. Third party destruction certificate will be retained in the Data Protection folder.

Authorisation for destruction of records must be obtained from the Manager.

Records for destruction must be segregated from general waste.

A register of records destroyed is kept. This will contain a record title and a date of destruction and nothing further. Clients are informed of same in the initial client care letter.

How to update and/or amend the personal information you have provided

You are entitled to know whether we hold information about you and if we do (subject to certain limitations) to have access to that information and have it corrected if it is inaccurate or out of date. To exercise your right of access or to update your details under your right of rectification or erasure, please e-mail your request to the contact address below with proof of identity.

Business relationships

This website may contain links to other websites. Tuam Cancer Care is not responsible for the privacy practices or the contents of such websites.

Contacting us

If you have any questions or comments about our privacy notice or practices, please contact us. Tuam Cancer Care may modify or update this privacy notice from time to time without prior notice. You can check the last updated date below to see when the notice was last changed. We encourage you to check this notice often so that you can continue to be aware of how we are protecting your personal information. Continued use of the rest of the website will constitute consent to the contents of this privacy notice as it may be modified from time to time.

E-mail: support@tuamcancercare.ie

7.5 Marketing Policy

Our periodic newsletter is our only current form of direct marketing. Consent for the receipt of the newsletter will have been given by the recipients with an option to withdraw consent at any time.

Consent for the release of data about an individual must be sought from that individual.

Such consent must be informed and active and given freely and be unambiguous.

The person giving the consent should provide their consent in written form, e.g. by signing a consent form. Consent forms will be filed and retained as appropriate.

A person has the right to withdraw their consent at any time. If consent is withdrawn, this, together with the date, should be recorded and acted upon accordingly.

Individuals have the right to opt-out of their data being used as a result of direct marketing/fundraising communications from Tuam Cancer Care.

Such an opt-out option will be clearly identified in all marketing/fund-raising communication. The process for opting-out will also be clearly identified.

All electronic communication (phone, fax, e-mail, text) requires consent on an opt-out basis and every such communication must contain the means to opt-out.

No personal data will be collected from social media.

7.6 Data Breach Policy

This section sets out who has responsibility for ensuring that data protection breaches requiring disciplinary actions are investigated and what the penalties for such breaches will be.

Volunteers, staff, contracted third parties and Board members should report any information/data breach to the Manager at the earliest possible date.

This person should record the details of the breach accurately. This should include the following:

- Dates and times of the breach
- Who reported the breach and when
- Description of the breach and any corroborating materials, e.g. logs, error messages, etc.

A standard Data Breach Report Form has been created and is available upon request from the Manager of the Centre. Please see attached herewith, at **Appendix 9**, a copy of said form.

The risks associated with the breach should be assessed on the basis of what type of information/data is involved, how sensitive it is, what it could tell a third party, how many individuals are affected and what, if any, security measures were in place.

Based on this information an appropriate response will be developed, e.g. retrieval of the data if possible, notifying the individuals concerned, making an apology, notifying the Gardaí, notifying the Data Protection Commission, putting appropriate security measures in place (e.g. passwords, encryption, locks), disciplinary procedures, etc.

Deliberate breaches of confidentiality or disclosure of personal information/data to unauthorized persons will be the basis for dismissal or termination of a contract.

Where possible passwords will be used on all computers, databases, software packages and online banking. Files holding personal information will be stored in locked filing cabinets / drawers.

A keypad code is required to enter the building. A separate alarm code is required when entering the building out of hours. We will adhere to the legislation in place regarding any data breaches.

7.7 Right to data policy

In general, access by third parties to personal information will be denied without the prior written consent of the individual to which the personal data pertains.

Exceptions to this are:

- Where discharge of a regulatory activity is required.
- Where detection or prevention of a crime or apprehension of an offender is involved.

- Where abuse or self-harm are suspected.

Such requests will be dealt with on a case-by-case basis.

Data requests may only be granted by the Manager and data request forms may be obtained from the Centre on request or alternatively are available on the website.

The client care letter which is given to each client at registration details how a client may access their data

7.8 Software Policy

All information held on the Tuam Cancer Care server is backed up each night and stored in the Cloud. If for any reason (including hacking) files need to be retrieved, then Computer Troubleshooters will be contacted and a request for the required information made. A copy of their privacy statement is held in the Data Protection file.

Quikbooks is the accounting package used by Tuam Cancer Care. It is cloud based and is protected with a password. Their customer service team can be contacted if there are any issues. A copy of their privacy statement is held in the Data Protection file.

Big Red Book Payroll is used to process staff salaries. It is password protected and backed up to memory stick. The memory stick is kept in a locked filing cabinet with restricted access. A copy of their privacy policy is held in the Data Protection file.

Bank of Ireland Business online is the online banking service used. Access is restricted and password protected.

CHAMP fundraising database collates monies received from all sources to include online and cash donations. The database is password protected and uses Captcha technology to reduce the risk of fraud.

Malware and Anti-virus software is kept up to date.

In the event of a hacking incident, Computer Troubleshooters will be contacted.

7.9 Training Policy

Initial staff training on the adoption of this policy is required to outline the policy and best practice requirements of the new legislation. A record of the training and its attendees will be retained in the Data Protection file.

Staff should read the updated Data Protection policy once approved by the Board each

year. They are required to sign that this has occurred. Records of signature will be filed in the Data Protection file.

Access to personal data by staff or volunteers will be given on a 'needs only' basis in the execution of their roles and responsibilities.

Requests for access to personal data made by the individual to whom the data pertains must be made in writing.

Responses to such requests will be made within 30 days of receipt of such request.

Before making a response to such a request the following criteria must be met:

- Is the data personal data?
- Is the person requesting the data the bona fide owner of the requested data?
- Does the data relate specifically to the individual?
- Are there any references to third parties that should be withheld?
- Has the request been made in writing?

Once a request is granted, this must be recorded on the file.

7.10 Employee Policy

Personal data of staff members are retained in their HR file which is filed in a locked filing cabinet with limited access.

Payroll details are calculated and recorded using The Big Red Book Payroll software system. This software is password protected with limited access. Payslips are emailed to email addresses provided by the employee. Payslips require an individual password to access their payslips. Data is retained for 7 years to satisfy legal requirements. Information is then sent to confidential shredding and a receipt is retained in the Data Protection folder.

The staff handbook is updated with changes to the policy where appropriate. The staff handbook is reviewed every two years or when amendments are required by changes in legislation.

Written consent should be provided by all staff members to state that they are satisfied that personal data is held on file to facilitate employment. Consent forms will be filed in individual HR files.

Employees are furnished with an Employee handbook which deals with data protection in general. As mentioned earlier, Appendix 5 contains the current employee handbook.

7.11 Acceptable use policy

Computers must be positioned to minimize the risk of unauthorised individuals accessing them or viewing incoming messages or information on screen.

Personal information held on computers, laptops or mobile computer devices should be password protected.

Mobile phones that are used in the context of work that contain personal information must be protected by a Personal Identification Number (PIN).

If at all possible, personal information should only be transmitted by encrypted file via e-mail.

If you receive an e-mail where you are not the intended recipient you must notify the sender of the error.

Mail containing sensitive personal information should always be marked 'Strictly Private and Confidential' and the outside of the envelope should have return to sender information on it.

Client files may be accessed by the Coordinator, Manager, Administration team and Therapists as required.

Some client data is submitted to The Irish Cancer Society and to the NCCP (National Cancer Control Programme) for the purposes of statistics and service planning. Consent has been received from clients at registration. The data is anonymized and no individual can be identified from the details submitted.

7.12 Fundraiser and Volunteer policy

Supporters: Personal information relating to names, addresses, and contact details is collected at our events and on completion of the Fundraising Proposal form. Information is stored on a password protected database on a password protected computer. They are also stored in a manual file which is kept in a locked drawer with restricted access. The room in which the files are kept are also locked out of hours. In order for their details to be kept, supporters have signed a consent form. The consent forms are stored in a room locked out of hours. Supporters details are deleted from the database if there is no contact within 12 months. In that instance their consent letters are shredded. Certificate of shredding is stored in the Data Protection folder.

Supporters also receive a supporter engagement letter which provides for basic explanations of how their data is collected, stored and destroyed. Please see sample Supporter engagement letter at [Appendix 10](#).

Support Volunteers: Personal information is collected at induction. This information is stored in a locked filing cabinet – access is restricted to the coordinator. Information is stored on a

password protected database on a password protected computer. Support Volunteers are marked inactive on the database when they leave. Manual files are shredded. Certificate of shredding is kept in the Data Protection file.

Consent for the release of data about an individual must be sought from that individual.

Such consent must be informed and active and given freely and be unambiguous.

The person giving the consent should provide their consent in written form, e.g. by signing a consent form. Consent forms will be filed and retained as appropriate.

A person has the right to withdraw their consent at any time. If consent is withdrawn, this, together with the date, should be recorded and acted upon accordingly.

8. Implementation plan

Those responsible for rolling out, communicating and implementing this policy in our Cancer Support Service are the Manager and the Coordinator.

The policy will be communicated and disseminated to staff, volunteers and contracted third parties such as counsellors and therapists in the following manner:

- At Support Volunteer meetings
- Therapist meetings
- Staff meetings
- When new staff / contractors join the service

The following training will be provided to staff, volunteers and contracted third parties:

training will be identified as needs arise

Members/clients will be informed of the following information about this policy that is relevant to them: ***Summary Information on newsletter***

9. References

Irish Cancer Society (2010) Guidelines for Cancer Support Services in Ireland. Dublin: Irish Cancer Society.

http://www.cancer.ie/sites/default/files/contentattachments/ics_support_groups_guidelines_2011.pdf

10. Appendices

<u>Appendix 1</u>	Record of Processing Activities
<u>Appendix 2</u>	Client Registration Form
<u>Appendix 3</u>	Client Engagement Letter
<u>Appendix 4</u>	Fundraising Proposal Form
<u>Appendix 5</u>	Employee Handbook
<u>Appendix 6</u>	Data Access Form
<u>Appendix 7</u>	Data Controller/Processor Agreement
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<u>Appendix 10</u>	Supporter's Engagement Letter

Appendix 1

Record of Processing Activities

Record of Processing Activities														
Content of the Record Controller														
			Name & address of controller responsible for this record of processing activities		Name of Data Protection Officer		Name of Data Protection Representative (if any)							
			Tuam Cancer Care, Cricket Court, Dunmore Rd, Tuam		Daniel Hardiman									
Record Processing Activities According to Article 30 of the GDPR														
Department (Fundraising, HR, IT)	Name of IT System Software	Name & address of joint controller	Work stream	Information owner	Purpose for processing	Categories of Data Subjects	Approximate volume of Data processed	Categories of Personal data processed (list types)	Categories of Recipients/Disclosures	Data location (hard & soft copies)	Basis for processing (legal/operational/marketing)	Where is the data sent?	Retention Period	General description of technical and organisational security measures
Fundraising			Fundraising - Donor/Supporter Information	Fundraising Officer	Processing donations, fundraising asks (Xmas Jumper Day). Thank you letters issued. Upcoming events notifications.	Donors/Supporters	100	Name, address, contact e-mail, mobile number	Admin staff	TCC server. Consent forms in locked room. Database. Fundraising Volunteer Application forms and Fundraising Proposal forms kept in locked drawer in locked room.	Operational		Details kept while active- if no contact in 12 months details deleted or if consent is withdrawn	Consent forms in locked room. Database password protected and computer password protected. Consent forms shredded by Confidential Shredding when in-active. Receipt retained in DP folder.
Administration			Administration - Client information	Admin & therapists	Registration of clients, therapy notifications, workshop and course dates. Attendance at programmes, workshops and courses	Clients	200	Name, address, contact e-mail, contact number, medical details	Admin, therapists	TCC server. Manual client files in locked drawer in locked room. Database	Operational		Clients marked inactive if no contact for 18 mths. Details retained in case of re-occurrence.	Computers password protected, clean desk policy. Manual files in locked drawers. Deceased files shredded by Confidential Shredding. Receipt retained in DP folder.
Administration			Administration - Support Volunteer	Admin & Client coordinator	Registration of volunteers, notifications of events, completion of roster	Support Volunteers	30	Name, Address, contact numbers and email	Admin, coordinator	Manual files - locked drawer database	Operational		Details retained while active	Manual files in locked drawer-access restricted to coordinator. Database and computer password protected. In-active files destroyed by Confidential Shredding and receipt retained in DP folder.
Payroll			Payroll	Manager & Treasurer	Payroll	Staff	6	Name, address, email address, PPS, tax credits and rates paid	Manager & Treasurer	Payroll -backed up onto memory stick, kept in locked filing drawer. TCC server	Operational & legal	Revenue	7 years	Computers password protected, clean desk policy. HR files with limited information in locked drawer. Payslips emailed- individual employee access.
Accounts			Accounts	Manager & Treasurer	Accounts	Creditors, therapists, counsellors and facilitators	20	Name	Manager, Treasurer & Admin staff, treasurer, accountant	Quickbooks - cloud based. All information backed up to Sleepless	Operational & legal	Auditors & revenue	7 years	Computers password protected, clean desk policy.
Accounts			Accounts	Manager & Treasurer	Receipt books and cash book	Donors/Supporters	300	Names, address and details of donation		Locked drawer	Operational & financial	Treasurer & auditor	7 years	Locked drawer and limited access
On-line banking			Banking	Manager & Treasurer	All outgoing regular payments	Staff, Therapists, Facilitators, Creditors	30	Name, address, IBAN & BIC	Manager & Treasurer		Operational & financial	Auditor	7 years	Password protected and limited to 2 users. Keypads used.

Appendix 2 – Client Registration Form – see separate sheet

Client Engagement Letter

Tuam Cancer Care complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

The data which you have provided to us will be held on a password protected computer database and paper files for the purpose of arranging services on your behalf. The data will be processed only in ways compatible with the purposes for which it was given and is outlined in our Data Privacy and Security Policy. We would also like to keep you informed of other upcoming services provided by us or associated organisations which we think may be of interest to you. We would like to contact you by letter, e-mail or telephone call. If you would like to receive such information, please complete the consent and permission statements contained in the client registration form.

You have the right at any time to request a copy of any personal data within the meaning of the GDPR that our office holds about you and to have any inaccuracies in that information corrected. Please contact us at support@tuamcancercare.ie if you have any concerns about your personal data.

We enclose herewith a copy of our privacy statement, along with a copy of our privacy and security policy for your information

Privacy Statement

Tuam Cancer Care is committed to respecting and protecting your privacy and would also like you to feel safe when you give us your personal details. We will always clearly identify ourselves in correspondence and on our website. Our principle aim is to provide and arrange services for our clients who are people with a cancer diagnosis and/or family members. In order to function we will request information some of which will most likely be sensitive personal data. We are open and honest with individuals about how their data is processed.

Privacy and Security Policy

To facilitate our services and to provide you with relevant information and respond to your requests, we sometimes request that you provide us with information about yourself. This information will often consist of sensitive personal data.

Tuam Cancer Care maintains privacy practices with respect to data that is collected offline and online, and this notice also covers both those methods of data collection and use. Tuam Cancer Care complies with the EU General Data Protection Directive (GDPR) for the collection, use and retention of all personal data.

What information will we gather?

In general, you may visit our website without identifying yourself or revealing any personal information. Tuam Cancer Care may collect domain information from your visit to customise and improve your experience on our website.

This website may collect certain information from your visit including the date, time of your access, the pages you accessed, the name of the internet service provider and the internet protocol (IP) address by which you are accessing the internet, and the internet address from which you linked to our site if applicable. We may use this information to better understand how our website is being used so that we can improve its performance.

Some portions of this website may request that you give us information about yourself from which we are able to identify you, such as your name, e-mail and other address. Some of the ways in which we may collect information from you are:

- Subscription to newsletters or other Tuam Cancer Care content-related correspondence
- Event registration for programmes, workshops, events etc.

In terms of offline acquisition of information, data may be collected from clients of the Centre, supporters of the organisation and our Support Volunteers & staff in person. The person who is gathering information from an individual must make the individual aware of their identity and inform them of the purpose for gathering the data, whether or not it will be shared with third parties, how long it will be held for and who they can contact if they wish to see a copy of their personal data.

- Clients: Personal information relating to names, addresses, contact details and details of their diagnosis is collected at the point of registration with the Centre. Clients are assigned a client number at registration and their data is filed using this number instead of their name. Information is stored on a password protected database on a password protected computer. They are also stored in a manual file which is kept in a locked drawer with restricted access. The room in which the files are kept are also locked out of hours.
- Supporters: Personal information relating to names, addresses, contact details is collected at our events and on completion of the Fundraising Proposal form. Information is stored on a password protected database on a password protected computer. They are also stored in a manual file which is kept in a locked drawer with restricted access. The room in which the files are kept are also locked out of hours. In order for their details to be kept, supporters have signed a consent form. The consent forms are stored in a room locked out of hours.

- Support Volunteers: Personal information is collected at induction. This information is stored in a locked filing cabinet – access is restricted to the coordinator. Information is stored on a password protected database on a password protected computer.
- Staff: Copies of staff contracts, banking details, timesheets etc. are stored in individual staff files which are stored in a locked filing cabinet with restricted access. Copies of contracts may also be stored on computers in password protected files.

Data that is recorded should be accurate and complete and be entered into records in accordance with data protection guidelines. Corrections will be promptly made when inaccuracies, mistakes, misleading information or incomplete information is brought to light.

Use of the information we gather

When we collect information about you, we intend to tell you why we are asking for the information and what we intend to do with it. You will have the option of not providing the information in which case you may still be able to access some services, although you may not be able to access all services. Data will not be held for longer than is necessary.

The information we collect about you is used to provide or arrange for the provision of services and respond to your requests. It may also be used to verify your identity, send you information, or contact you in relation to Tuam Cancer Care activities that we believe may be of interest to you after you have chosen to opt-in.

Sharing information with third parties

In certain instances, we may make our information available to third parties with whom we have a relationship, where the third party is providing services on our behalf. We will only provide those third parties with information that is necessary for them to perform the services and we take measures to protect your information.

The information we collect may be used, stored, and processed in the EU or UK. Tuam Cancer Care may disclose information it has collected about you if required to do so by law, or when necessary to protect the rights of Tuam Cancer Care or its employees.

Confidential or personally identifiable information will only be released to therapists and counsellors associated with Tuam Cancer Care and contracted by the organisation with the prior written consent of the individual. Such consent must be given without any duress or pressure. The individual must be made aware that they may withhold such consent, or they may withdraw such consent at any time without consequences. All therapists and counsellors acting in conjunction with Tuam Cancer Care and with whom Tuam Cancer Care share personal data of client, will sign a data protection agreement with Tuam Cancer Care to ensure the security of said data.

Transit of information outside the premises of Tuam Cancer Care should only occur with the correct authorisation and should be kept to a minimum. Where it is necessary, all necessary precautions must be taken to ensure the security of the information before, during and after transit. Laptops, portable mobile devices and /or files containing personal information or confidential organisational information should be locked securely in the boot of any car used to transport it. It should not be left unattended in the car, especially overnight.

Only anonymised data will be made available by the organisation to third parties that it contracts to conduct research on its behalf or third parties that the organisation is required to provide data from statistical reasons. Such data will only be released after it has been verified by the Manager that it does not contain any information that would allow direct identification of an individual (e.g. name, address, date of birth, etc.).

Access to your Data

Requests for access to personal data made by the individual to whom the data pertains must be made in writing. A standard data access form is available online and upon request at the Centre.

Responses to such requests will be made within 30 days of receipt of such request. Before making a response to such a request the following criteria must be met:

- Is the data personal data?
- Is the person requesting the data the bona fide owner of the requested data?
- Does the data relate specifically to the individual?
- Are there any references to third parties that should be withheld?
- Has the request been made in writing?

Once a request is granted, this must be recorded on the file.

Data security

Tuam Cancer Care's intent is to strictly protect the security of your personal information; honor your choice for its intended use; and carefully protect your data from loss, misuse, unauthorised access or disclosure, alternation or destruction. Adequate security measures will be in place to protect the safety and integrity of data under the control of Tuam Cancer Care.

Personal data that is no longer 'live' or current will be archived. Data will be kept in the archive for as long as appropriate for financial or other legal reasons or if it might be necessary for historical or statistical research.

Duplicate records set up in error will be destroyed.

Suitable back-up facilities, e.g. hard copy, off-site data servers, will be put in place to protect data in the event of disruption.

Access to personal data by staff or volunteers will be given on a 'needs only' basis in the execution of their roles and responsibilities.

Data Destruction

Disposal of records must maintain the confidentiality of the information contained in the records and avoid accidental loss or disclosure of the contents of the records.

Client files – every 6 months a query will be run from the database to identify clients that have been inactive for 18 months or more. These records will be marked inactive on the database. Their manual files will remain in the locked filing cabinet in the event of future contact (e.g. recurrence of diagnosis).

Where a client is deceased, they are marked as such on the database. Their manual file is retained for a period of 7 years, in line with best practice for therapists and counsellors.

Supporters files – supporters details will be destroyed following a period of 12 months of no contact. Consent forms will be shredded and disposed of in line with this policy.

Support Volunteers – files are marked inactive when a volunteer resigns. Their manual files will be destroyed on resignation.

Staff – files will be retained for a period of 7 years following the resignation or retirement of staff members in line with Employment Law.

The approved method of destruction is shredding, either internally or by a third party approved by the manager. Third party destruction certificate will be retained in the Data Protection folder.

Authorisation for destruction of records must be obtained from the Manager.

Records for destruction must be segregated from general waste.

A register of records destroyed is kept. This will contain a record title and a date of destruction and nothing further. Clients are informed of same in the initial client care letter.

How to update and/or amend the personal information you have provided

You are entitled to know whether we hold information about you and if we do (subject to certain limitations) to have access to that information and have it corrected if it is inaccurate or out of date. To exercise your right of access or to update your details under your right of rectification or erasure, please e-mail your request to the contact address below with proof of identity.

Business relationships

This website may contain links to other websites. Tuam Cancer Care is not responsible for the privacy practices or the contents of such websites.

Contacting us

If you have any questions or comments about our privacy notice or practices, please contact us. Tuam Cancer Care may modify or update this privacy notice from time to time without prior notice. You can check the last updated date below to see when the notice was last changed. We encourage you to check this notice often so that you can continue to be aware of how we are protecting your personal information. Continued use of the rest of the website will constitute consent to the contents of this privacy notice as it may be modified from time to time.

E-mail: support@tuamcancercare.ie

FUNDRAISING PROPOSAL FORM

Thanks so much for your interest in fundraising for Tuam Cancer Care – we really appreciate your support.

Tuam Cancer Care values the contribution of members of the public who generously give their time and fundraise for the organisation. As an organisation we encourage all fundraisers to notify Tuam Cancer Care in advance of the event, so support and assistance can be provided.

Please take the time to have a read of our guidelines, before completing the form with as much information on your fundraising plans as possible, and return it to us either via email to fundraising@tuamcancercare.ie or by post to Fundraising, Tuam Cancer Care, Cricket Court, Dunmore Road, Tuam, Co Galway.

When we have received this completed form, we'll contact you to talk through your plans. Once we've approved your fundraiser we'll send you a Fundraising Authorisation Letter.

Fundraising Guidelines

Fundraiser management: We are delighted to offer you advice and guidance around planning your event, however the overall running of your fundraiser including PR, event management and expenses are your responsibility.

Fundraiser PR: Please inform us, in advance, of any PR you are planning to do.

Logos: If you would like to use our logo, we will send you a high resolution version, just ask!

'In Aid Of': Please don't use our name in the title of your fundraiser e.g. *Tuam Cancer Care Fashion Show*, as its best to say we are the beneficiary of the proceeds raised. For example *'Fashion Show in aid of Tuam Cancer Care'*, looks and sounds much better.

Proofing materials: A final proof of your promotional materials which have our logo / name on it must be sent to us for final approval.

Sponsors: Please let us know of approaches / requests you plan to make to companies for sponsorship or for prizes / draws etc. Just in case we have asked them for something too!

CD's / Calendars / Event Tickets / Sales based fundraisers: If you're planning to produce and sell CD's, Books, Calendars etc. or to sell tickets as your fundraiser you are solely responsible for their promotion and selling. We don't sell such items and they are not permitted to be sold in our drop in centre. We also don't take any liability for any financial loss that may arise from their production.

Branded Items: We have a limited number of fundraising branded items we will be happy to send you to help with your fundraising (sponsor cards, posters, t shirts etc.) if they are in stock.

Meetings: in order to maintain client confidentiality we would appreciate if meetings/ event discussion are pre-arranged, by calling 093 28522 or emailing fundraising@tuamcancercare.ie.

Facebook/Website: we are happy to advertise events on our social media pages once we have approved it.

Financial & Legal guidelines

Legal: All your fundraising activities must be in accordance with all applicable laws.

Insurance: Tuam Cancer Care insurance does not extend to volunteer events – we recommend you seek independent insurance advice.

Permits: Some fundraising involving either cash, or non-cash collections from the general public may require a Garda permit, for which you can apply at your local Garda station. Don't hesitate to contact us if you have any queries.

Door-to-Door fundraising: We would prefer that door to door fundraising is not carried out in aid of Tuam Cancer Care.

Cash handling: To ensure you limit risk, at least two people should be involved with counting, handing over or banking of the proceeds raised.

Handing over funds raised: It would be great if all funds raised could be given to us within 30 days of your fundraiser taking place. Let us know if it's going to take a bit longer than that.

Submitting this form: Please complete and submit this form at least a month in advance of your fundraiser, giving plenty of time for us to help you out!

Tuam Cancer Care Fundraising Proposal Form

Please fill in as much detail as you can

Contact Details			
Name:			
Email:			
Tel (Mobile)		Tel(Other)	
Group/Individual/company running the event/initiative:			
Address:			
Event/Initiative			
Name of Proposed Fundraiser:			
Briefly outline your proposed fundraiser:			
Date & time:			
Venue:			
Fundraising Goal:			
(An estimate of funds you hope to raise)			
How will the funds be raised?			
Individual sponsorship	☐	Ticket Sales	☐
Business/corporate sponsorship	☐	Sale of Goods	☐
Collection Bucket	☐	Other (please give details)	☐
		Online	☐
		Street Collections**	☐
		Auction	☐
		Raffle*	☐
(*if tickets are to be sold to parties other than your guests please contact your local authority about lottery licence requirements)			
(**You must apply for a collection permit from the Gardaí before you collect on the street)			

Resources: We have a limited range of our branded resources to support your fundraising. Please tell us what you need and the amounts. Please note: - It costs a lot to produce our branded items, please be mindful of our costs when ordering quantities, thanks! - When your fundraiser is finished please return the collection buckets and any unused t-shirts/balloons. - We may not have some/all of these items in stock at the time of your event, so sorry if this is the case.									
Resource Quantity:	Event Posters		Collection Buckets		Pop Up				
	Sponsor Cards		Volunteer t-shirts	S	M	L			
						XL			
Are there to be any other beneficiaries besides Tuam Cancer Care?			Yes ☐ No ☐ If Yes what's the % breakdown:						
If you are promoting your event (website/social networking/ndonate.ie page etc) let us know the link, so we can promote it on ours!									
Tick here to give us permission to share this link and photos relating to the event on our Facebook page			☐						

Tick here if you would like to receive our Newsletter		☐
Tick here if you would like to receive information on upcoming events		☐
How would you like to receive this information?	Email	☐
	Post	☐
Signature of Applicant:		
Print Name:	Date:	
Signature of parent/guardian(if applicant is under 18 years of age)		
Print Name	Date:	

When this form is completed please return to:

Eimear Keane, Fundraising Officer, Tuam Cancer Care, Cricket Court, Dunmore Rd., Tuam Co. Galway

Email: fundraising@tuamcancercare.ie Tel: 093 28522

Employee Handbook

INTRODUCTION

At Tuam Cancer Care we have prepared this Company Handbook to ensure clarity of communication with employees on important aspects of their job.

All new employees will get a copy of this manual with their Contract of Employment. This Handbook may change from time to time, to comply with changes in Employment Law, EU Directives or other factors necessitating change.

We hope this manual will provide all new and existing members of staff with clarity regarding their roles and responsibilities and also provide information on policies and procedures to all staff.

Each employee should familiarise themselves with the contents of this handbook so that they can understand how it applies to them, paying particular attention to sections relevant to their role. Further sources of information on policies, procedures and terms and conditions of employment can be found in Policies Folder and in letters, which will be issued to all employees at the time of any change and in the Safety Statement and other documents which you must also read and follow at all times.

The Board of Directors welcome any comments and/or queries from staff on the contents of their Contract and Handbook. We urge you to ask if you are unsure about any clause contained in this document as we must ensure that procedures are followed at all times.

We hope each employee enjoys working with Tuam Cancer Care for many years to come and we look forward to a rewarding partnership for us both.

1. PROBATION

All staff joining Tuam Cancer Care will be employed on a six (6) month probationary basis, excluding any period of absence, during which the Contract of Employment may be terminated by either party in accordance with the Minimum Notice and Terms of Employment Acts. If you have less than 13 weeks service, no notice is required by either party to terminate the Contract. During the probationary period you will be regularly assessed by the Board and your progress monitored. If feedback is given, it must be listened to as if you do not fit the Company's requirements regrettably you will not pass the probation period and will be let go.

The company reserves the right to extend an individual's probation period, by no more than 5 months, to a maximum of 11 months if necessary. Employees will be notified in writing that their probation period has been completed.

All employees currently employed with Tuam Cancer Care for more than 6 months will not now be subject to any probation period.

2. TIMEKEEPING

Employees will appreciate the importance to Tuam Cancer Care of good attendance and timekeeping and understand that they are expected to be at their place of employment and ready to start work at the correct time. This is a matter of self-discipline and a major yardstick in the assessment of each employee's personal performance.

Persistent lateness or non-attendance is a serious offence, because of the disrupting effect on the employee's colleagues and the bad impression it creates for Tuam Cancer Care.

3. TIMESHEETS

Staff are required to clock in/out, using the technology in use at the organisation at that time, at the start and finish of shifts and for all breaks. Staff should only clock in once they are ready to start work and should clock once they finish working.

Staff should note that clocking in for other employees is against regulations and will be regarded as an act of gross misconduct, warranting dismissal.

4. LAV-OFF AND/OR SHORT-TIME

The Company reserves the right to lay you off from work or reduce your working hours if, for circumstances beyond its control, it is unable to maintain you in employment. You will receive as much notice as reasonably possible prior to such lay-off or short -time. You will not be paid during the lay-off period. You will be paid only in respect of hours actually worked during a period of short -time.

5. SICK LEAVE POLICY

An employee absent from work without prior permission must notify their line manager or one of the directors if the manager is absent as soon as they are aware that they will not be at work and at latest by 9.30 am on the first morning of absence. An estimate of the likely length of absence should be given if known.

In the case where an employee is consistently absent and where such absence shows an unacceptable pattern and/or failure to meet contractual obligations, ie, to attend work, the Progressive Disciplinary Procedure will apply.

Employees are entitled to paid sick leave for the first six days of absence and social welfare illness benefit should be claimed after a period of absence greater than 6 days. Sick pay benefit after the first six days remains at the discretion of the Board and if granted Tuam Cancer Care will pay the difference between social welfare benefits and the employee's salary.

A medical certificate is required on the 4th day of absence. Certs must be provided on a weekly basis then as required if the employee continues to be out sick. In cases where an employee is frequently absent or absent for an extended period, the employee may be asked to attend a full medical examination by a doctor appointed by TCC

If you are ill during your annual leave and have a medical certificate for the days you were ill, these sick days will not be counted as annual leave days. Instead, you can use these days as annual leave at a later date. TCC may request you to attend a meeting on return to work to ascertain the nature of your illness and if there are any actions the employer needs to take to support you or as a consequence of your illness. The operation of the sick pay policy will be reviewed annually by the board of directors. The board reserves the right to alter the conditions of the policy as required.

Attending work on a regular basis is important to the continuing success of Tuam Cancer Care. We recognise that there will be some occasions when you are unable to return to work. Our objective is to treat our staff in a fair and consistent manner, to support you in making a speedy recovery, thus enabling you to make a return to the workplace as quickly as possible. We all, therefore, need to follow this simple guidance.

6. DISCIPLINARY PROCEDURE

While we always aim for a positive, trusting relationship with all employees, in the event that certain situations occur, it is important we have a transparent way of dealing with these. All employers including Tuam Cancer Care are required to have a clearly written disciplinary procedure in place in order to avoid any misunderstanding.

Our Company policy is as follows:

If the standard of work or conduct of a staff member falls below an acceptable level, the following procedure will be adopted. The Board has the express right to move immediately to the appropriate level of disciplinary action depending on the specifics of each case.

a) Stage 1 - Warning (Verbal and Consultative)

An initial incident of shortcoming may result in a Stage 1 warning being issued by the Manager or a representative of the Board. This is advisory in nature and is designed to avoid an issue leading to more serious disciplinary action. The Manager will record the issue in their diary but it will not be placed on the employee's file.

b) Stage 2 -Warning (Verbal and Recorded in Writing)

If a substantial and sustained improvement has not been made, there is a re-occurrence of a similar incident or it is appropriate to move straight to it, a Stage 2 formal warning will be issued by the Manager or a representative of the Board. A formal disciplinary meeting will be held before this happens to give the employee the right to reply. The warning will be noted in writing and placed in the employee file for 6 months. If there are no further issues during this time, it will be removed.

c) Stage 3 - Warning (Written)

If a substantial and sustained improvement has not been made, there is a re-occurrence of a similar incident or it is appropriate to move straight to it, a Stage 3 formal written warning will be issued by the Chairperson of the Board of Directors. A formal disciplinary meeting will be held before this happens to give the employee the right to reply. The written warning will be noted in writing and placed in the employee file for 6 months. If there are no further issues during this time, it will be removed.

d) Stage 4 - Final Written Warning/Suspension

If a substantial and sustained improvement has not been made, there is a re-occurrence of a similar incident or it is appropriate to move straight to it, a Stage 4 final written warning will be issued by Chairperson of the Board. A formal disciplinary meeting will be held before this happens to give the employee the right to reply. The warning will be noted in writing and placed in the employee file for 12 months. If there are no further issues during this time, it will be removed. It will be made clear to the employee that this level of action is very serious and that further breaches could lead to dismissal

e) Stage 5 - Dismissal

If an employee does not meet the required improvements after their stage 4 warning, the Board will have no choice but to terminate their employment in line with their contractual notice period after holding a disciplinary meeting with them.

Before the start of any stage in the above procedure, you will be told of the nature of the complaint against you and no decisions will be made without you having been given the opportunity to fully state your case.

At each stage of the disciplinary procedure you, as an employee, have the following rights:

- To state your case
- To be accompanied by a colleague of your choice
- To appeal at each stage of the procedure.

All employees may appeal a decision to the Board of Directors within ten {10} days if they do not agree with the disciplinary decision.

The company reserves the right to involve any appropriate third party at a suitable stage of any disciplinary process.

7. SERIOUS / GROSS MISCONDUCT

In cases of alleged serious misconduct, it may be decided to suspend a member of staff with or without pay pending an investigation into the circumstances. After full investigation, cases of proven gross misconduct will not be subject to the warning procedure and will result in summary dismissal. Summary dismissal is dismissal without notice or payment in lieu of notice.

The following are some examples of the behaviors which are likely to result in summary dismissal - this is not an exhaustive list:

Deliberate infringement of Health and Safety Regulations which contravene the law Assault or other improper physical or verbal behavior towards any other person on the Company's premises.

Theft, dishonesty, fraud or the borrowing of Company money without authorisation. Falsification of records or documents with intention to defraud.

Refusal to carry out reasonable lawful instructions from Management.

Willful damage to Company property.

The use of or being under the influence of alcohol or illegal drugs during work.

Unauthorised discounting of goods to others or giving goods without payment.

8. GRIEVANCE PROCEDURE

This procedure has been established by Tuam Cancer Care to encourage an atmosphere of openness and to allow our employees to communicate with us on any issue.

- a) If an employee has a problem or grievance relating to his/her employment it should be raised in the first instance with the Manager. Every effort will be made at this stage to resolve the grievance or problem.
- b) If the issue remains unresolved the employee should refer the matter to the Board of Directors, in writing, outlining both the grievance and how/when it has been raised at a local level first. The employee will receive a written response outlining the Company position.

- c) If there is no resolution internally, the Board reserves the right, at their discretion, to involve a relevant professional to mediate on the issue. The Company will stand the cost should they decide to proceed with this and the employee is obliged to partake in this step if so chosen by the employer.
- d) Failing this, the matter will be referred to the Labour Relations Commission for a conciliation conference, or, where both parties agree, to a Rights Commissioner and if unresolved there, to a formal investigation by the Labour Court.
- e) Until all steps in the grievance procedure have been followed and until two weeks have elapsed after the issue of a Labour Court recommendation, no industrial action of any form can take place by either the Employee or Employer. Thereafter, any such action by either party is subject to two weeks formal notice, in writing.

During the period when a grievance is being investigated, normal working practices must continue in all circumstances.

9. SUPERVISION AND SUPPORT

The Board recognises its responsibilities to ensure that all employees have access to regular supervision and support for their work. The nature and amount of this provision will be negotiated with each employee.

Supervision and support will include annual performance management and development for each employee. This is a two-way process involving a representative (s) from the board and each employee. The purpose of the annual performance and development is to:

- a) Ensure that the requirements of the position are being fulfilled
- b) Give the employee feedback on his or her performance
- c) Identify any additional training needs
- d) Review his or her work over the past year
- e) Plan objectives for the year ahead

It is also a regular part of the performance management to review the employee's job description and to decide by agreement of both parties how it is to be updated if necessary. Employees have the right to be fully informed of the outcomes of their performance management.

10. FLEXIBILITY

At Tuam Cancer Care all employees are required to be totally flexible in terms of job functions and while certain employees will have specific expertise in one particular area, they must be willing to move around and help out whenever the demand arises. This flexibility may extend to working hours and rostering depending on demand for services or other extraordinary circumstances. All employees must realise that even if they are employed in a certain position, Tuam Cancer Care is a small, local employer, and need this flexibility from employees to ensure they remain efficient at all times.

11. RETIREMENT AGE

The retirement age for all personnel in the Company is 66 years.

12. COMPASSIONATE LEAVE

On the death of an immediate relative - Father, Mother, Brother, Sister, Husband, Wife, Partner or Child - three (3) days compassionate leave with full pay will be allowed. For other relatives one (1) day unpaid leave will be allowed (e.g. Uncles, Aunts, Grandparents and other relatives normally resident in the employee's home). Any other requests will be at the discretion of Management.

13. HOLIDAYS/HOLIDAY PAY

- a) All employees will be paid in accordance with the Organisation of Working Time Act 1997.
- b) Any employee joining or leaving the company during the leave year, their annual leave entitlement will be calculated on a pro-rata basis from the date of commencement.
- c) The holiday year runs from 1st January to 31st December and all annual leave must be taken within this holiday year. You are not permitted to carry over any excess days nor will you receive payment for annual leave not taken during this period. We therefore strongly recommend that you use your annual leave during the year.
- d) Public Holidays will be paid in accordance with the 1997 Act for full-time and part-time staff.
- e) All Holiday Leave requests must be submitted to the Manager.
- f) Holidays will be given on a 'first-come, first-served' basis. The company must, at all times, retain sufficient experienced and skilled employees in each work location to ensure efficient running of the business.
- g) A minimum of 4 weeks' notice is required to guarantee the availability of Annual Leave.
- h) Except in exceptional circumstance no more than 10 working days can be taken together at any one time.
- i) A certain number of your annual leave days may be designated dates when the employer is closed. In particular, the Centre will be closed for one week in July and one week at Christmas each year. You will be required to take annual leave during these shut-down periods.
- j) No employee is to make bookings (e.g. flights, hotel) before getting approval for annual leave dates from Management. The Company is not responsible for any money/deposits lost by employees in these circumstances.

14. MATERNITY/PARENTAL/ADOPTIVE LEAVE

With regard to the above the Company will at all times comply with the latest legislation and any employee with a query is urged to ask Management in good time before any anticipated date for leave.

15. HEALTH & SAFETY

We are committed to providing and maintaining a place of work which is safe and without risk to health. We will do all in our power to ensure your well-being and safety whilst at work. It is our policy to operate and maintain a safe and healthy working environment and to comply with the statutory requirements of the Health, Safety and Welfare at Work Act 2005 and our own Safety Statement. All employees must read carefully and be familiar with the contents of this Safety Statement.

Where staff have a concern in relation to a health and safety matter or become aware of any potential hazard or unsafe working conditions they should bring it to the attention of the Chairperson or the Manager as soon as possible.

16. ACCIDENT/ INCIDENT REPORTING

We are obliged by law to keep a record showing details of all accidents. Therefore all accidents, however minor, to both employees and visitors, be reported immediately to the Chairperson of the Board or a senior member of staff who will complete the appropriate accident/incident report. You must enter all accidents using the appropriate form contained in the Health and Safety Folder.

If a visitor is involved liability must not be in any way be admitted on behalf of any employee or the company. Safety regulations must always be observed and all employees must take great care that they, their colleagues, or members of the public are not exposed to accidents or danger. This procedure is designed to enable all accidents to be properly investigated. By making your report you will enable preventative measures to be taken that will avoid future injury to yourself or others.

17. OPEN DOOR POLICY

At Tuam Cancer Care we operate an open door policy with our staff with regard to work related or personal problems which are always treated in the strictest confidence. If we as management can be of assistance in solving such problems or allaying your fears we will make time for YOU and listen sympathetically.

18. CONFIDENTIALITY

All personnel working within the Tuam Cancer Care must sign a Confidentiality Agreement. You may not divulge any information or documents of a confidential nature relating to Tuam Cancer Care during or after your employment except as required by law. You may not remove any documents or things belonging to the company, or which contain confidential information from the company's premises at any time without proper advance authorisation. If you are ever in doubt, discuss this with the Manager.

19. USE OF ORGANISATION PROPERTY /EQUIPMENT

All organisation property/equipment supplied or available for use remains the property of the organisation. Such supplies are not for individual use and as such should only be used for Tuam Cancer Care business. Please follow the instructions for the use of this equipment. Failure to do so may not only constitute disciplinary action, but it may also be unsafe to both you, your fellow employees and customers. If you notice problems or damage to this equipment please report it immediately.

20. EQUALITY POLICY

At Tuam Cancer Care we offer equality of opportunity to all employees in every aspect of employment. Regardless of your race, religion, age, gender, ethnic origin, marital and civil status, disability or sexual orientation, no employee will be discriminated against in terms of interview, recruitment, rostering, training and promotion. We consider only an individual's aptitude and ability and the requirements of the job in our company. If any employee feels they have been discriminated against on any of the above grounds they should follow the company grievance procedure laid out in this document. Any proven allegation of discrimination is treated seriously; such behaviour is considered a disciplinary offence and all reasonable practicable steps taken to prevent the behaviour continuing.

21. BULLYING & HARASSMENT POLICY

We at Tuam Cancer Care are aware of the alarming increase in reported cases of Workplace Bullying and Harassment in recent years and take this opportunity to notify all staff that such practices will not be tolerated within our employment. All employees will be given a copy of our bullying and harassment policy at their induction when joining the organisation and we ask all employees to familiarise themselves with these policies. This policy details our stance on these issues and details both the informal and formal procedures to be used in resolving any such issues.

22. SOCIAL NETWORKING SITES

While we realise that many employees will have personal social networking site (SNS) profiles on the likes of Twitter and Facebook, we have developed this policy to ensure that common sense and reasonable behaviour will ensure that the use of these sites never leads to an issue with us, as your employer.

If you have access to Company computers and equipment, you should be aware already not to use these for personal use. Any internet use on Company equipment is subject to inspection and monitoring. We must also take reasonable steps to ensure that any workplace issues are not inappropriately discussed or visible on social networking sites.

Employees should consider carefully any content you post on your SNS as if it is brought to our attention, and it in any way affects your work with us, we expressly reserve the right to raise it with you and if appropriate deem the particular post as unacceptable and warranting of investigatory and/or disciplinary action. While you may not deliberately intend to cause offence or upset, you must remember that comments may be perceived differently by others.

Also, as we operate our own social media pages, I would advise employees to strongly consider the content of posts they make on our page. Remember this is the site of your employer and posts will be visible to Management so again, common sense and discretion must be shown by employees as inappropriate content will lead to action by your employer.

Examples of the type of content would include (but is not limited to);

- Comments of an inappropriate nature relating to a work colleague(s)
- Comments relating to customers/ clients/ 3rd Parties known to your employer
- Comments that may raise questions regarding your absence from work.
- Comments relating to grievances you have with your employer
- Comments which may damage the reputation or professional standing of your employee

It will absolutely not be the case that we will be looking at your web content deliberately, however, we have to reserve the right to raise certain issues with you if they are brought to our attention.

If you have any questions in relation to this policy please contact Management

23. Compliance with General Data Protection Regulation

23.1 Training Policy

Initial staff training on the adoption of this policy is required to outline the policy and best practice requirements of the new legislation. A record of the training and its attendees will be retained in the Data Protection file. All new staff must undergo training in this area of legislation.

Staff should read and satisfy themselves that they understand the most updated Data Protection policy once approved by the Board each year. They are required to sign that this has occurred. Records of signature will be filed in the Data Protection file.

23.2 Employee Policy on Data Protection

Personal data of staff members are retained in their HR file which is filed in a locked filing cabinet with limited access. Written consent should be provided by all staff members to state that they are satisfied that personal data is held on file to facilitate employment. Consent forms will be filed in individual HR files.

If an employee wishes to access the personal data about them held by Tuam Cancer Care, they must request same in writing, using the precedent data access form which is available on the website or alternatively available from the Centre itself. Responses to such requests will be made within 30 days of receipt of such request.

Payroll details are calculated and recorded using The Big Red Book Payroll software system. This software is password protected with limited access. Payslips are emailed to email addresses provided by the employee. Payslips require an individual password to access their payslips. Data is retained for 7 years to satisfy legal requirements. Information is then sent to confidential shredding and a receipt is retained in the Data Protection folder.

24. CONCLUSION & CHANGES

If you are a new employee joining our Company and want any point clarified please ask your Manager. We want all our employees to feel secure and content but also to realise they are members of a team and as such must play their part in securing all our futures in an ever- changing environment. Change is inevitable for our survival and adapting to such change has become a fact of life. In signing their Contract of Employment each employee is expressly aware that the terms and clauses of this handbook constitute part of your contractual relationship with the Company. This handbook will be updated regularly to ensure it reflects accurately the nature of our organisation and requirements of the organisation at all times.

At least one month's written notice will be given to you in relation to any such changes. You will be deemed to have accepted such a change unless you notify the employer of any valid objection in writing before the expiry of the one month period

Declaration of Understanding of Company Handbook

I understand that this is not an exhaustive list and that the company reserves the right to amend, alter or remove part or all of any section of these policies to suit the need of the organisation, providing I am given written notice prior to such changes to allow me comment on same.

This is to confirm that I have read the Staff Handbook and I understand its contents

Print Name: _____

Signature: _____ Date: _____

Appendix 6

Data Access Request Form

Tuam Cancer Care, Cricket Court, Dunmore Road, Tuam, Co. Galway
- You are entitled to request a copy of the personal data we hold about you within 30 calendar days and for no charge - You are not obliged to use this form to request your data but it helps us to process your request more promptly if you do. - Please provide the information requested in full using block capitals. - If there is something in particular you are looking for please specify this. - You can post this form to us at the above address, in which we will post the personal data to you, alternatively you can e-mail this form to us at (support@tuamcancercare.ie) in which case we will send your personal data to the e-mail address you provided to us in a secure (encrypted) format

1. Name (please give us your full name):	
2. Postal address (please give us your correspondence address):	
3. E-mail address (if you wish to receive your data by secured e-mail):	
4. Relationship to Centre (Client, Supporter, Volunteer, Other)	
5. If there is something in particular you are looking for please specify here giving as much detail as you can:	
6. Signature:	
7. Date:	
Office use only – data received	

Data Processing Agreement

Between:

Hereafter “**Data Processor**”;

And:

Tuam Cancer Care Company Limited by Guarantee, with registered offices at Dunmore Road, Tuam, County Galway.

Hereafter “**Data Controller**”;

The Data Controller and the Data Processor may be referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS

(A) The Data Controller provides various services for people affected by a cancer diagnosis;

(B) The Data Controller wishes to subcontract certain services to its active clients (see definition below along with schedule 1), which imply the processing of **sensitive personal data**, to the Data Processor.

(C) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

(D) The Parties wish to lay down their rights and obligations.

IT IS AGREED AS FOLLOWS:

1 Definitions and Interpretation

1.1 Unless otherwise defined herein, capitalised terms and expressions used in this Agreement (including the recitals hereto) shall have the following meaning:

1.1.1 “Agreement” means this Data Processing Agreement and all Schedules, if any.

1.1.2 “Confidential Information” means all information disclosed by a Party to the other Party pursuant to this Agreement which is either designated as proprietary and/or confidential, or by its nature or the nature of the circumstances surrounding disclosure, should reasonably be understood to be confidential, including (but not limited to), information on clients, treatments, products and financial information.

1.1.3 “Schedule” means a schedule to the Data Processing Agreement and which forms an integral part of the Agreement.

1.1.4 “Service” means Support Services including Counselling and Complementary Therapies. The Service is described more in detail in Schedule 1

1.2 The Clause headings in this Agreement are for reference purposes only and shall not be used in the interpretation thereof.

2 Object of this Agreement

2.1 The Data Processor shall perform the Services in accordance with the provisions of the Agreement.

3. Relationship between the Parties

4.1 None of the provisions of this Agreement can be interpreted as indicating the intent of the Parties to form a company, association or joint venture.

4. Duration and Termination

4.1 The duration of this Agreement shall be one year from the date of signature of this Agreement.

4.2 Either Party shall have the right to terminate the Agreement, partially or entirely, forthwith by sending a written notice of termination to the other Party specifying the reasons for the termination, if any of the following events occur:

4.2.1 the other Party materially breaches any of its obligations under this Agreement

4.2.2 the other Party breaches any of its obligations under this Agreement and, notwithstanding a written request from the non-breaching Party to remedy such a breach, fails to comply with such a request within a period of thirty (30) days following such notice;

4.2.3 an event of force majeure prevails for a period exceeding three (3) months; or

4.2.4 the other Party becomes insolvent or enters liquidation, a petition in bankruptcy is filed for it or a receiver is appointed.

4.3 Upon the termination or expiry of this Agreement, any rights and obligations of the Parties, accrued prior to the termination or expiry thereof shall continue to exist.

4.4 Upon termination or expiry of this Agreement, or at any earlier moment if the personal data are no longer relevant for the delivery of the Services, at the choice of the Data Controller, the Data Processor shall delete or return all the personal data to the Data Controller, and delete existing copies unless a law or regulation requires storage of the personal data.

4.5 The provision of articles 5, 6, and 7 of this Agreement shall survive the termination of this Agreement.

5 Data Protection

5.1 As the performance of the Agreement and the delivery of the Services implies the processing of personal data, the Data Controller and the Data Processor shall comply with the applicable data protection legislation and regulations.

5.2 The Data Processor shall ensure that in relation to personal data disclosed to it by, or otherwise obtained from the Data Controller, it shall act as the Data Controller's data processor in relation to such personal data and shall therefore:

5.2.1 from 25 May 2018, create and maintain a record of its processing activities in relation to this Agreement; the Data Processor shall make the record available to the Data Controller, any auditor appointed by it and/or the supervisory authority on first request;

5.2.2 not process the personal data for any purpose other than to deliver the Services and to perform its obligations under the Agreement in accordance with the documented instructions of the

Data Controller; if it cannot provide such compliance, for whatever reasons, it agrees to promptly inform the Data Controller of its inability to comply;

5.2.3 inform the Data Controller immediately if it believes that any instruction from the Data Controller infringes applicable data protection legislation and regulations;

5.2.4 not disclose the personal data to any person other than to its personnel as necessary to perform its obligations under the Agreement and ensure that such personnel is subject to statutory or contractual confidentiality obligations;

5.2.5 take appropriate technical and organisational measures against any unauthorised or unlawful processing, and to evaluate at regular intervals the adequacy of such security measures, amending these measures where necessary; these security measures are described in Schedule 2.

5.2.6 ensure that access, inspection, processing and provision of the personal data shall take place only in accordance with the need-to-know principle, i.e. information shall be provided only to those persons who require the personal data for their work in relation to the performance of the Services;

5.2.7 promptly notify the Data Controller about (i) any legally binding request for disclosure of the personal data by a data subject, a judicial or regulatory authority unless otherwise prohibited, such as the obligation under criminal law to preserve the confidentiality of a judicial enquiry, and to assist the Data Controller therewith (ii) any accidental or unauthorised access, and more in general, any unlawful processing and to assist the Data Controller therewith;

5.2.8 deal promptly and properly with all reasonable inquiries from the Data Controller relating to its processing of the personal data or in connection with the Agreement;

5.2.9 make available to the Data Controller all information necessary to demonstrate compliance with the applicable data protection legislation and regulations;

5.2.10 at the request and costs of the Data Controller, submit its data processing facilities for audit or control of the processing activities;

6.2.11 refrain from engaging another data processor without the prior written consent of the Data Controller;

5.2.12 assist the Data Controller, subject to reasonable additional compensation, with the Data Controller's obligation under applicable data protection laws and regulations;

5.3 Personal data processed in the context of this Agreement may not be transferred to a country outside the European Economic Area without the prior written consent of the Data Controller. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

6 Confidentiality

6.1 Each Party acknowledges that during this Agreement, a Party (the "receiving Party") may become privy to Confidential Information which is disclosed by the other Party (the "disclosing Party").

6.2 The receiving Party shall keep all Confidential Information confidential. The receiving Party shall not disclose Confidential Information to any third party, and shall not use Confidential Information for any purposes other than for the purposes for this Agreement. The receiving Party shall safeguard the Confidential Information to the same extent that it safeguards its own confidential and proprietary information and in any event with no less than a reasonable degree of protection.

6.3 Each Party agrees that before any of its subcontractors and/or agents may be given access to Confidential Information, each such subcontractor and/or agent shall agree to be bound by a confidentiality undertaking comparable to the terms of this Agreement. Notwithstanding the return of any Confidential Information, each Party and its subcontractors and/or agents will continue to hold in confidence all Confidential Information, which obligation shall survive any termination of this Agreement.

6.4 In the event the receiving Party is requested or required to disclose, by court order or regulatory decision, any of the disclosing Party's Confidential Information, the receiving Party shall provide, to the extent permitted, the disclosing Party with prompt written notice so that the disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. The receiving Party shall furnish only that portion of the Confidential Information which is legally required.

6.5 Within 20 business days following (i) termination or expiry of this Agreement or (ii) the disclosing Party's reasonable earlier request at any time, the receiving Party shall destroy or return to the disclosing party (at its option) any and all of the disclosing Party's confidential Information, and shall purge all copies and traces of the same from any storage location and/or media.

6.6 The confidentiality undertaking under this Article 7 shall not be applicable if the Confidential Information:

6.6.1 has become publicly known prior to being divulged or thereafter, but without any breach of confidentiality undertaking; or

6.6.2 had been legitimately obtained from a third party neither tied by an obligation of confidentiality nor professional secrecy; or

6.6.3 was independently created by the receiving Party without use of any Confidential Information of the disclosing Party; or

6.6.4 was already known or developed by the Receiving Party, as can be demonstrated by documentary evidence.

7. Intellectual Property Rights

7.1 The Data Processor is and shall remain the owner of any materials used or made available in the context of the delivery of the Services.

7.2 The Data Processor grants to the Data Controller a limited, personal, non-exclusive, non-transferable right to use any material provided in the context of the delivery of the Services. This license is coterminous with the Agreement.

8 Liability

8.1 Neither Party shall be liable for any direct or indirect or consequential damages, such as (but not limited to) loss of revenue, loss of profit, loss of opportunity, loss of goodwill and third-party claims.

8.2 No limitation of liability shall apply in case of fraud, wilful intent, death and physical injury resulting from a Party's negligence.

9 Miscellaneous Provisions

9.1 this Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof.

9.2 Any amendments to this Agreement, as well as any additions or deletions, must be agreed in writing by both the Parties.

9.3 Whenever possible, the provisions of this Agreement shall be interpreted in such a manner as to be valid and enforceable under the applicable law. However, if one or more provisions of this Agreement are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of this Agreement shall remain in full force and effect as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, in such an event, the Parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision in such a way as to reflect insofar as possible the purpose of the invalid, illegal or unenforceable provision(s).

9.4 Any failure or delay by a party in exercising any right under this Agreement, any single or partial exercise of any right under this Agreement or any partial reaction or absence of reaction by a party in the event of a violation by the other party of one or more provisions of this Agreement, shall not operate or be interpreted as a waiver (either express or implied, in whole or in part) of that party's rights under this Agreement or under the said provision(s), nor shall it preclude any further exercise of any such rights. Any waiver of a right must be express and in writing. If there has been an express written waiver of a right following a specific failure by a party, this waiver cannot be invoked by the other party in favour of a new failure, similar to the prior one, or in favour of any other kind of failure.

10 Applicable Law and Jurisdiction

10.1 The laws of the Republic of Ireland shall apply to this Agreement.

10.2 The Courts of Ireland shall have exclusive jurisdiction with respect to all disputes arising out of or in connection with this Agreement. Attempts to solve disputes informally shall not prevent the Parties from submitting such disputes to the Courts.

Done in two original counterparts, one for each Party to this Agreement:

For the Data Controller, [Name]	For the Data Processor, [Name]
<i>Place and date</i>	<i>Place and date</i>
<i>Signature</i>	<i>Signature</i>
<i>Name and title of the representative</i>	<i>Name and title of the representative</i>

List of Schedules:

- **Schedule 1: Service Description**
- **Schedule 2: Data Processing and Security**

Schedule 1: Service Description

Services provided by Tuam Cancer Care include (but not limited to):

- Drop-In Centre
- Complementary Therapies such as oncology massage and reflexology
- Manual Lymphatic Drainage (MLD)
- Counselling – individuals, couples, children
- CLIMB® Programme for children
- Programmes such as: Physical Activity, Chair Yoga, Cancer Thrive & Survive, Cookery & Nutrition etc.
- Post mastectomy care clinic
- Resource library
- Topic specific workshops and talks

Due to COVID 19 there have been some changes in the services listed above. Most services are now available remotely via phone / video, and some are offered by Zoom

All services are being provided in line with HSA, HSE and NCCP (National Cancer Control Programme) guidelines for the safe operation of cancer support centres

Schedule 2: Data Processing and Security

In addition to the information provided elsewhere in the Agreement, the Parties wish to document the following information in relation to the data processing activities:

The data processing performed by the Data Processor on behalf of the Data Controller relates to

The data processing activity consists of

The categories of personal data involved are: *[Please add the relevant categories of data, for example]:*

- *[Identification data (personal identification data including, amongst others, name, address, telephone number...)];*
- *Financial identification data*
- *Personal characteristics*
- *Consumption data*
- *Medical data*
- *Etc.*

The data subjects are existing clients and prospective clients

The duration of the data processing activities is one year.

2. Description of security measures

The Data Processor has implemented the following security measures:

- *[Please add]:*

Confidentiality Agreement

I understand that in the course of my duties with Tuam Cancer Care I may come into possession of medical and personal information about clients/ members or confidential information relating to other staff or volunteers. I understand that all such information must be treated with the strictest confidence and as such I will not discuss or divulge it to anyone who does not have the right to that information or without the express permission of the member/client involved.

I understand that I may not remove any documents or items belonging to Tuam Cancer Care or which contain any confidential information from the service's premises at any time without proper advance authorisation.

I understand that if I breach confidentiality I can be dismissed from my job or my volunteer contract can be terminated.

I agree to return to the **Manager** upon request, and in any event, upon the termination of my volunteering period, all documents and things belonging to the service or which contain or refer to any confidential information and which are in my possession or under my control. I understand that even when I am no longer a volunteer with **Tuam Cancer Care** I will be bound to maintain any and all information of a confidential nature regarding the service, its clients and staff and volunteers.

I have read and understood the confidentiality policy of Tuam Cancer Care.

Signature: _____

Print Name: _____

Witnessed by designated representative of **Tuam Cancer Care**

Signature: _____

Print Name: _____

Date: _____

Appendix 9

Data Security Breach Report Form	
Tuam Cancer Care	
Date of Report:	
This report must be emailed to dpcbreares@dataprotection.ie with 72 hours of the organisation becoming aware of the data breach.	

1. Date the breach occurred:	
2. Date the organisation became aware of the breach:	
3. Types & categories of personal data involved: indicate whether any sensitive data eg health data was involved)	
4. The number of data subjects affected:	
5. A description of the nature of the breach:	
6. The likely consequences of the breach for the data subject(s):	
7. Whether the data subject(s) has been informed and if not give the reasons for not doing so:	
8. The cause of the breach:	
9. The measures taken to safeguard the data or mitigate the effects of the breach:	
10. The measures taken to recover the data:	
11. What further measures are planned to be taken if any:	
12. Any other relevant information	



Supporter Engagement Letter

Tuam Cancer Care complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

The data which you have provided to us will be held on a password protected computer database and paper files for the purpose of contacting you in relation to upcoming events and inviting donations. The data will be processed only in ways compatible with the purposes for which it was given and is outlined in our Data Privacy and Security Policy. We would like to keep you informed of any upcoming events provided by us or associated organisations which we think may be of interest to you. We would like to contact you by letter, e-mail or telephone call. If you would like to receive such information, please complete the consent and permission statements contained in the Fundraising Proposal form.

You have the right at any time to request a copy of any personal data within the meaning of the GDPR that our office holds about you and to have any inaccuracies in that information corrected. Please contact us at support@tuamcancercare.ie if you have any concerns about your personal data.

We enclose herewith a copy of our privacy statement, along with a copy of our privacy and security policy for your information

Privacy Statement

Tuam Cancer Care is committed to respecting and protecting your privacy and would also like you to feel safe when you give us your personal details. We will always clearly identify ourselves in correspondence and on our website. Our principle aim is to provide and arrange services for our clients who are people with a cancer diagnosis and/or family members. In order to function we will request information some of which will most likely be sensitive personal data. We are open and honest with individuals about how their data is processed.

Privacy and Security Policy

To facilitate our services and to provide you with relevant information and respond to your requests, we sometimes request that you provide us with information about yourself. This information will often consist of sensitive personal data.

Tuam Cancer Care maintains privacy practices with respect to data that is collected offline and online, and this notice also covers both those methods of data collection and use. Tuam Cancer Care complies with the EU General Data Protection Directive (GDPR) for the collection, use and retention of all personal data.

What information will we gather?

In general, you may visit our website without identifying yourself or revealing any personal information. Tuam Cancer Care may collect domain information from your visit to customise and improve your experience on our website.

This website may collect certain information from your visit including the date, time of your access, the pages you accessed, the name of the internet service provider and the internet protocol (IP) address by which you are accessing the internet, and the internet address from which you linked to our site if applicable. We may use this information to better understand how our website is being used so that we can improve its performance.

Some portions of this website may request that you give us information about yourself from which we are able to identify you, such as your name, e-mail and other address. Some of the ways in which we may collect information from you are:

- Subscription to newsletters or other Tuam Cancer Care content-related correspondence
- Event registration for programmes, workshops, events etc.

In terms of offline acquisition of information, data may be collected from clients of the Centre, supporters of the organisation and our Support Volunteers & staff in person. The person who is gathering information from an individual must make the individual aware of their identity and inform them of the purpose for gathering the data, whether or not it will be shared with third parties, how long it will be held for and who they can contact if they wish to see a copy of their personal data.

- Clients: Personal information relating to names, addresses, contact details and details of their diagnosis is collected at the point of registration with the Centre. Clients are assigned a client number at registration and their data is filed using this number instead of their name. Information is stored on a password protected database on a password protected computer. They are also stored in a manual file which is kept in a locked drawer with restricted access. The room in which the files are kept are also locked out of hours.
- Supporters: Personal information relating to names, addresses, contact details is collected at our events and on completion of the Fundraising Proposal form. Information is stored on a password protected database on a password protected computer. They are also stored in a manual file which is kept in a locked drawer with restricted access. The room in which the files are kept are also locked out of hours. In order for their details to be kept, supporters have signed a consent form. The consent forms are stored in a room locked out of hours.

- **Support Volunteers:** Personal information is collected at induction. This information is stored in a locked filing cabinet – access is restricted to the coordinator. Information is stored on a password protected database on a password protected computer.
- **Staff:** Copies of staff contracts, banking details, timesheets etc. are stored in individual staff files which are stored in a locked filing cabinet with restricted access. Copies of contracts may also be stored on computers in password protected files.

Data that is recorded should be accurate and complete and be entered into records in accordance with data protection guidelines. Corrections will be promptly made when inaccuracies, mistakes, misleading information or incomplete information is brought to light.

Use of the information we gather

When we collect information about you, we intend to tell you why we are asking for the information and what we intend to do with it. You will have the option of not providing the information in which case you may still be able to access some services, although you may not be able to access all services. Data will not be held for longer than is necessary.

The information we collect about you is used to provide or arrange for the provision of services and respond to your requests. It may also be used to verify your identity, send you information, or contact you in relation to Tuam Cancer Care activities that we believe may be of interest to you after you have chosen to opt-in.

Sharing information with third parties

In certain instances, we may make our information available to third parties with whom we have a relationship, where the third party is providing services on our behalf. We will only provide those third parties with information that is necessary for them to perform the services and we take measures to protect your information.

The information we collect may be used, stored, and processed in the EU or UK. Tuam Cancer Care may disclose information it has collected about you if required to do so by law, or when necessary to protect the rights of Tuam Cancer Care or its employees.

Confidential or personally identifiable information will only be released to therapists and counsellors associated with Tuam Cancer Care and contracted by the organisation with the prior written consent of the individual. Such consent must be given without any duress or pressure. The individual must be made aware that they may withhold such consent, or they may withdraw such consent at any time without consequences. All therapists and counsellors acting in conjunction with Tuam Cancer Care and with whom Tuam Cancer Care share personal data of client, will sign a data protection agreement with Tuam Cancer Care to ensure the security of said data.

Transit of information outside the premises of Tuam Cancer Care should only occur with the correct authorisation and should be kept to a minimum. Where it is necessary, all necessary precautions must be taken to ensure the security of the information before, during and after transit. Laptops, portable mobile devices and /or files containing personal information or confidential organisational information should be locked securely in the boot of any car used to transport it. It should not be left unattended in the car, especially overnight.

Only anonymised data will be made available by the organisation to third parties that it contracts to conduct research on its behalf or third parties that the organisation is required to provide data from statistical reasons. Such data will only be released after it has been verified by the Manager that it does not contain any information that would allow direct identification of an individual (e.g. name, address, date of birth, etc.).

Access to your Data

Requests for access to personal data made by the individual to whom the data pertains must be made in writing. A standard data access form is available online and upon request at the Centre.

Responses to such requests will be made within 30 days of receipt of such request. Before making a response to such a request the following criteria must be met:

- Is the data personal data?
- Is the person requesting the data the bona fide owner of the requested data?
- Does the data relate specifically to the individual?
- Are there any references to third parties that should be withheld?
- Has the request been made in writing?

Once a request is granted, this must be recorded on the file.

Data security

Tuam Cancer Care's intent is to strictly protect the security of your personal information; honor your choice for its intended use; and carefully protect your data from loss, misuse, unauthorised access or disclosure, alternation or destruction. Adequate security measures will be in place to protect the safety and integrity of data under the control of Tuam Cancer Care.

Personal data that is no longer 'live' or current will be archived. Data will be kept in the archive for as long as appropriate for financial or other legal reasons or if it might be necessary for historical or statistical research.

Duplicate records set up in error will be destroyed.

Suitable back-up facilities, e.g. hard copy, off-site data servers, will be put in place to protect data in the event of disruption.

Access to personal data by staff or volunteers will be given on a 'needs only' basis in the execution of their roles and responsibilities.

Data Destruction

Disposal of records must maintain the confidentiality of the information contained in the records and avoid accidental loss or disclosure of the contents of the records.

Client files – every 6 months a query will be run from the database to identify clients that have been inactive for 18 months or more. These records will be marked inactive on the database. Their manual files will remain in the locked filing cabinet in the event of future contact (e.g. recurrence of diagnosis).

Where a client is deceased, they are marked as such on the database. Their manual file is retained for a period of 7 years, in line with best practice for therapists and counsellors.

Supporters files – supporters details will be destroyed following a period of 12 months of no contact. Consent forms will be shredded and disposed of in line with this policy.

Support Volunteers – files are marked inactive when a volunteer resigns. Their manual files will be destroyed on resignation.

Staff – files will be retained for a period of 7 years following the resignation or retirement of staff members in line with Employment Law.

The approved method of destruction is shredding, either internally or by a third party approved by the manager. Third party destruction certificate will be retained in the Data Protection folder.

Authorisation for destruction of records must be obtained from the Manager.

Records for destruction must be segregated from general waste.

A register of records destroyed is kept. This will contain a record title and a date of destruction and nothing further. Clients are informed of same in the initial client care letter.

How to update and/or amend the personal information you have provided

You are entitled to know whether we hold information about you and if we do (subject to certain limitations) to have access to that information and have it corrected if it is inaccurate or out of date. To exercise your right of access or to update your details under your right of rectification or erasure, please e-mail your request to the contact address below with proof of identity.

Business relationships

This website may contain links to other websites. Tuam Cancer Care is not responsible for the privacy practices or the contents of such websites.

Contacting us

If you have any questions or comments about our privacy notice or practices, please contact us. Tuam Cancer Care may modify or update this privacy notice from time to time without prior notice. You can check the last updated date below to see when the notice was last changed. We encourage you to check this notice often so that you can continue to be aware of how we are protecting your personal information. Continued use of the rest of the website will constitute consent to the contents of this privacy notice as it may be modified from time to time.

E-mail: support@tuamcancercare.ie