To Whom It May Concern

I can confirm that I, (XXX) accept full financial and criminal liability for any data breaches that arise with the NHS Test and Trace QR Code/App that is owned by Serco.

I understand that Serco have had many data breaches in the past, the most recent being on the 20th May 2020 where Serco breached Data Protection Laws by ‘accidentally’ sharing 300 contacts email addresses without their permission.

I can confirm that the NHS test and trace will be compliant with all seven principles for the lawful processing of personal data - The Seven Principles

Processing includes the collection, organisation, structuring, storage, alteration, consultation, use, communication, combination, restriction, erasure or destruction of personal data. Broadly, the seven principles are :

* Lawfulness, fairness and transparency
* Purpose limitation
* Data minimisation
* Accuracy
* Storage limitation
* Integrity and confidentiality (security)
* Accountability

Article 35 of the GDPR requires that a Data Protection Impact Assessment (“DPIA”) is carried out when the “processing of data is likely to result in a high risk to the rights and freedom of natural persons”. I accept that such a DPIA was and is required for NHS Test and Trace and according to The Open Rights Group, in its response of 15th July 2020 that this is “in the process of being finalised” and therefore has yet to be completed.

I also agree to accept full financial liability for any issues that a data breach would incur in accordance to article 82 GDPR - Right to compensation and liability. I can solemnly declare that a customers personal data will be:

"(a) processed lawfully, fairly and in a transparent manner in relation to individuals (‘lawfulness, fairness and transparency’);

(b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes (‘purpose limitation’);

(c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed (‘data minimisation’);

(d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay (‘accuracy’);

(e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals (‘storage limitation’);

(f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures (‘integrity and confidentiality’).”

I understand that in signing this agreement, I waive all financial liability from the business owner in the event of any data breaches.

Yours sincerely