



# The Planning Inspectorate

**DATED 16 March 2021**

**BETWEEN**

**(1) COLCHESTER BOROUGH COUNCIL and**

**(2) THE PLANNING INSPECTORATE (ACTING AS AN EXECUTIVE AGENCY OF THE  
MINISTRY OF HOUSING, COMMUNITIES & LOCAL GOVERNMENT)**

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**DATA SHARING AGREEMENT RELATING TO COLCHESTER BOROUGH LOCAL PLAN 2013-33**

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**THIS AGREEMENT** is made on the 16<sup>th</sup> day of March 2021

**BETWEEN:**

- (1) Colchester Borough Council, Rowan House, 33 Sheepen Road, Colchester CO3 3WG, a “Local Planning Authority”, and hereinafter called the “Disclosing Party”); and
- (2) The Planning Inspectorate of Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (hereinafter called the “Receiving Party”) and acting as Executive Agency of the Ministry of Housing, Communities & Local Government of 1<sup>st</sup> Floor, Fry Building, 2 Marsham Street, London SW1P 4DF,

and together known as the “Parties”.

**BACKGROUND**

- (A) On 25<sup>th</sup> May 2018, the General Data Protection Regulation (the “GDPR”) came into effect in the United Kingdom.
- (B) In accordance with the GDPR, the Parties have agreed that they are joint Controllers as defined in Article 26 of the GDPR in respect of the data processed and shared for the Project as defined in this Agreement.
- (C) As joint Controllers, the Parties are required to determine their respective responsibilities for compliance with the obligations under the GDPR.
- (D) The Disclosing Party agrees to share certain Personal Data with the Receiving Party on the terms set out in this Agreement.
- (E) The Receiving Party agrees to use the personal data disclosed to it by the Disclosing Party subject to the terms of this Agreement.

**AGREED TERMS**

**1. Definitions and Interpretation**

In this Agreement, unless the context otherwise requires, the following expressions and definitions have the following meanings.

**1.1 Definitions:**

- 1 “**Agreed Purpose**”: has the meaning given to it in clause 2 of this Agreement.
- 2 “**Agreement**”: means this Agreement, which is a free-standing document.
- 3 “**Commencement Date**”: means 16 March 2021.

- 4       **“Deletion Procedure”**: has the meaning given to it in this Agreement.
- 5       **“Data Sharing Code”**: means the Information Commissioner's Data Sharing Code of Practice of May 2011, as amended or updated from time to time.
- 6       **“Data Protection Legislation”**: means any data protection legislation from time to time in force in the United Kingdom including, but not limited to, the Data Protection Act 2018, any legislation which succeeds that Act, EU Regulation 2016/679 General Data Protection Regulation (“GDPR”), and any UK GDPR or equivalent legislation which succeeds it, any other directly applicable European Union data protection or privacy regulations (for as long as, and to the extent that, the law of the European Union has legal effect in the United Kingdom), and, where applicable, guidance and codes of practice issued by any relevant data protection supervisory authority or authorities.
- 7       **“Examination”**: means the process of examining local plans by the Receiving Party under section 20 of the Planning and Compulsory Purchase Act 2004.
- 8       **“Personal Data Breach”**: means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data, or any updated meaning ascribed thereto in the Data Protection Legislation.
- 9       **“Project”**: means the Examination into the soundness and legal compliance of the Colchester Borough Local Plan 2013-33 as set out in the Town and Country Planning (Local Planning) (England) Regulations 2012.
- 10      **“Representatives”**: means, in relation to either party, its officers, employees, professional advisers or consultants engaged to advise that party, including any programme officer, contractor or sub-contractor engaged by that party.
- 11      **“Shared Personal Data”**: means the personal data to be shared between the Parties under clause 3 of this Agreement, and any further personal data collected by the Data Receiver for the purposes of the Project.
- 12      **“Single Point of Contact” or “SPoC”**: has the meaning given to it in clause 2.5.
- 13      **“Subject Access Request”**: means the exercise by a data subject of his or her rights under Article 15 of the GDPR and Data Protection Act 2018.
- 14      **“Supervisory Authority”**: means the relevant supervisory authority in the territories where the Parties to this Agreement are established.

- 15     **“Term”**: means the period from the Commencement Date to the date which is three months after the date of adoption by the Disclosing Party of the Colchester Borough Local Plan 2013-33.
- 16     **“Virtual Hearing”**: means any hearing scheduled to take place on the Disclosing Party’s video/telephone conferencing and livestreaming technology platform during the term of the Project and which is undertaken as part of the Receiving Party’s Examination process.
- 17     **“Controller”, “Data Controller”, “Data Loss Event”, “Processor”, “Data Processor”, “Data Subject”, “Data Subject Access Request”, “Personal Data”, “Special Categories of Personal Data”, “Processing”** and **"appropriate technical and organisational measures"** shall have the meanings given to them in the Data Protection Legislation.
- 18     **“Regulatory Authority”** means any competent data protection or privacy authority by which the Parties are regulated.
- 1.2    Clause, schedule and paragraph headings are for convenience only and shall not affect the interpretation of this Agreement.
- 1.3    The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.4    Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5    A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6    References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.7    Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.8    In the case of any ambiguity between any provision contained in the body of this Agreement and any provision contained in the Schedules or appendices, the provision in the body of this Agreement shall take precedence.

- 1.9 A reference to **writing** or **written** includes email.
- 1.10 Unless the context otherwise requires the reference to one gender shall include a reference to the other genders.
- 1.11 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original but all the counterparts shall together constitute the one agreement.

## **2. Agreed Purpose**

- 2.1 This Agreement sets out the framework for the sharing of **Shared Personal Data** between the Parties as **Data Controllers**. It defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other. The Parties each acknowledge and agree that they have allocated responsibility between themselves for compliance with certain aspects of the Data Protection Legislation as set out in this Agreement.
- 2.2 The Parties have determined that the sharing of the Shared Personal Data is necessary for the completion of the Project and to enable the Examination to proceed in accordance with statutory requirements.
- 2.3 The Parties agree to only process Shared Personal Data as described in clause 3.1 and clause 3.2 and set out in Schedule 1, to enable the Receiving Party to carry out the Examination.
- 2.4 The Parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in this clause (the "**Agreed Purpose**").
- 2.5 Each party shall appoint a single point of contact (the "**SPoC**") who will work together to reach an agreement with regards to any issues arising from the data processing and to actively improve the effectiveness of the data sharing initiative. The points of contact for each of the Parties are:
- (a) Laura Chase, Planning Policy Manager, [laura.chase@colchester.gov.uk](mailto:laura.chase@colchester.gov.uk)
  - (b) Jeff Grist, Local Plans, Specialist and Major Casework Lead for Receiving Party Email: [jeff.grist@planninginspectorate.gov.uk](mailto:jeff.grist@planninginspectorate.gov.uk)

### **3. Shared Personal Data**

3.1 The following types of Personal Data will be processed by the Parties during the Term of this Agreement:

- (a) Names, addresses, email addresses, telephone numbers of individuals making representations on the Disclosing Party's local plan.
- (b) Any Personal Data included in any document or verbal representations made or submitted by individuals making representations on the Disclosing Party's local plan, including those contained in any documents and background papers.
- (c) Whilst not solicited, Special categories of Personal Data (as defined in the GDPR) can occasionally be disclosed during the course of the Examination and will be collected only in those circumstances on the lawful basis set out in Schedule 1.

3.2 Further detail on the Shared Personal Data as described in clause 3.1 is set out in Schedule 1.

3.3 The Shared Personal Data shall be disclosed by the Disclosing Party to the Receiving Party only to the extent reasonably necessary for the Agreed Purposes set out in Clause 2.

### **4. Lawful, fair and transparent processing**

4.1 Each party shall at all times ensure that it processes the Shared Personal Data fairly and lawfully in accordance with Article 6 of the GDPR and clause 4.2 during the Term of this Agreement.

4.2 Each party shall ensure that it has legitimate grounds for processing the Shared Personal Data under the Data Protection Legislation and that the Shared Personal Data is:

- 4.2.1 Adequate, relevant and limited to what is necessary in relation to the purposes for which the Personal Data is processed under this Agreement; and
- 4.2.2 Accurate and, where necessary, up to date; having taken every reasonable step to ensure that any inaccurate Personal Data (having regard to the purposes for which the personal data is processed under this Agreement) has been erased or rectified.

- 4.3 Each party shall, in respect of the Shared Personal Data, ensure they provide clear and sufficient information to the data subjects, in accordance with the Data Protection Legislation, of the purposes for which they will process their Personal Data, the legal basis for such purposes and such other information as is required by Articles 13 (and where relevant Article 14) of the GDPR including:
- 4.3.1 whether Shared Personal Data will be transferred to a third party; and
  - 4.3.2 sufficient information about such transfer and the purpose of such transfer to enable the data subject to understand the purpose and risks of such transfer.
- 4.4 Each party shall ensure it has in place all required notices and consents in order to enable the sharing of the Shared Personal Data under this Agreement.

## **5. The Rights of Data Subjects**

- 5.1 The Parties each agree to provide such assistance as is reasonably required to enable the other party to comply with requests from Data Subjects to exercise their rights under the Data Protection Legislation within the time limits imposed by the Data Protection Legislation.
- 5.2 In respect of the personal data under joint control, the parties shall, where appropriate, notify each other as soon as reasonably practicable after becoming aware if they:
- 5.2.1 receive a Data Subject Access Request (or purported Data Subject Access Request);
  - 5.2.2 receive a request to rectify, block or erase any Personal Data;
  - 5.2.3 receive any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - 5.2.4 receive any communication from the Information Commissioner or any other Regulatory Authority in connection with Personal Data processed under this Agreement;
  - 5.2.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - 5.2.6 becomes aware of a Data Loss Event.

- 5.3 In the event that data subjects request further information from either party about how their personal data is being processed, the recipient party shall, where appropriate, notify the other party and seek to agree on the content of the response to the data subject, within 24-48 hours of receipt of the request.
- 5.4 Each party as a Data Controller in their own right retains responsibility for the final decision made regarding the release of any Personal Data, or other actions relating to Personal Data and Data Subject's rights.
- 5.5 Each party shall be responsible for maintaining a record of data subject requests received, the decisions made in response, and any information that was exchanged. Such records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or telephone calls relating to the request.

## **6 Data retention and deletion**

- 6.1 Neither party shall retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purpose(s).
- 6.2 Notwithstanding clause 6.1, each party may continue to retain Shared Personal Data in accordance with any applicable statutory or professional retention periods.
- 6.3 Each party shall ensure that all Shared Personal Data is returned to the other party or destroyed in accordance with the agreed Deletion Procedure:
  - 6.3.1 on termination or expiry of this Agreement; or
  - 6.3.2 once processing of the Shared Personal Data is no longer necessary for the Agreed Purpose(s).
- 6.4 Following the deletion of the Shared Personal Data in accordance with clause 6.3, each party shall notify the other that the Shared Personal Data in question has been deleted in accordance with the Deletion Procedure.

## **7 Transfers**

- 7.2 For the purposes of this clause, transfers of Personal Data shall mean any sharing of Personal Data with a third party, and shall include, but is not limited to, the following:
  - 7.2.1 subcontracting the processing of Shared Personal Data;



7.2.2 granting a third party controller access to the Shared Personal Data.

7.3 If a party appoints a third party processor to process the Shared Personal Data it shall comply with Article 28 and Article 30 of the GDPR and shall remain liable to the other party for the acts and/or omissions of the processor.

7.4 The Parties shall not disclose or transfer Shared Personal Data to a third party located outside the UK.

## **8 Security**

8.1 The Disclosing Party shall only provide the Receiving Party with access to the Personal Data listed in clause 3 by using the following secure method(s): email; secure data transfer; hard copy; or agreed platforms such as Dropbox.

8.2 Both Parties shall ensure that they have in place appropriate technical and organisational measures (as set out in Schedule 2) to protect against the unauthorised or unlawful processing of, and against the accidental loss or destruction of, or damage to, the Shared Personal Data, having regard to the state of technological development and the cost of implementing any such measures.

8.3 When putting appropriate technical and organisational measures in place, both Parties shall ensure a level of security appropriate to the nature of the Shared Personal Data which is to be protected, and to the potential harm resulting from the unauthorised or unlawful processing of, the accidental loss or destruction of, or damage to, the Shared Personal Data.

8.4 All technical and organisational measures put in place by both Parties shall be reviewed regularly by the respective Party, updating such measures upon the agreement of the other Party as appropriate throughout the Term of this Agreement (such agreement not to be unreasonably withheld).

## **9. Training**

9.1 Both Parties shall ensure that any and all of its staff members and Representatives are appropriately trained to handle and process the Shared Personal Data in accordance with the technical and organisational security measures set out in Schedule 2 together with any other applicable national data protection laws and guidance.

9.2 The level, content and regularity of training referred to in clause 9.1 shall be proportionate to the staff members' and Representatives' role, responsibility and frequency with respect to their handling and processing of the Shared Personal Data.

## **10 Personal data breaches and reporting procedures**

- 10.1 In the event of a Personal Data Breach, each party shall comply with its obligation to report such a breach to the appropriate Supervisory Authority and (if applicable) to the affected data subjects under Article 33 of the GDPR. Furthermore, each party shall inform the other party without undue delay of any such breach irrespective of whether there is a requirement to notify any Supervisory Authority or data subject(s).
- 10.2 The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

## **11 Review and termination of Agreement**

- 11.1 The Parties shall review the sharing of the Shared Personal Data under this Agreement every 3 months, in light of the reasons, aims and purposes described in clauses 2.2 and 2.3. The Parties shall continue, amend or terminate the Agreement depending on the outcome of this review.
- 11.2 Reviews under this Clause shall address the following:
- 11.2.1 evaluating whether the purposes for which the Shared Personal Data is being processed are still the ones listed in clause 2 of this Agreement;
  - 11.2.2 evaluating whether the Shared Personal Data is still as listed in clause 3 of this Agreement;
  - 11.2.3 evaluating whether the legal framework governing data quality, retention, and data subjects' rights are being complied with; and
  - 11.2.4 evaluating whether any personal data breaches affecting the Shared Personal Data have been handled in accordance with this Agreement and the Data Protection Legislation.
- 11.3 Each party shall have the right to inspect the other party's arrangements for the holding and processing of Shared Personal Data and to terminate the Agreement where it considers that the other party is not processing that Shared Personal Data in accordance with this Agreement and the Data Protection Legislation.

## **12 Resolution of disputes with data subjects or the Supervisory Authority**

- 12.1 In the event of a dispute or claim brought by a data subject or the Supervisory Authority concerning the processing of Shared Personal Data against either or both

Parties, the Parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.

- 12.2 The Parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the Supervisory Authority. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- 12.3 Each party shall abide by a decision of a competent court in England and Wales or of that Supervisory Authority.

### **13 Warranties**

- 13.1 Each party hereby warrants and undertakes that it shall:
- 13.1.1 Hold and process the Shared Personal Data in compliance with the Data Protection Legislation and all other applicable laws, enactments, regulations, orders, standards and other similar applicable instruments.
  - 13.1.2 Respond without undue delay and as far as reasonably possible to any enquiries from the Supervisory Authority relating to the Shared Personal Data.
  - 13.1.3 Respond to Subject Access Requests in accordance with the Data Protection Legislation.
  - 13.1.4 Take all appropriate steps to ensure compliance with the security measures set out in clause 8 above.
- 13.2 The Disclosing Party warrants and undertakes that it is authorised to share the Shared Personal Data it holds with the Receiving Party for the purposes of the Project and it will ensure that the Shared Personal Data are accurate.
- 13.3 The Receiving Party warrants and undertakes that it will not disclose or transfer Shared Personal Data outside the UK unless there is prior agreement between the Parties.
- 13.3 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.

#### **14. Escalation Procedure**

If either party has any issues, concerns or complaints, that Party shall notify the other Party and the Parties shall, acting in good faith, seek to resolve the issue by negotiations between themselves. If the issue cannot be resolved within 7 days, the matter shall be escalated to both SPoCs who shall advise on the appropriate course of action to take.

#### **15 Liability and Indemnity**

15.1 The Parties shall be liable to each other for reasonable costs, charges, damages, expense or direct loss which they cause each other as a result of their breach of any provision of this Agreement.

15.2 Neither party excludes or limits liability for:

15.2.1 fraud or fraudulent misrepresentation;

15.2.2 death or personal injury caused by negligence;

15.2.3 any matter for which it would be unlawful for the parties to exclude liability.

15.3 Neither party shall be liable whether in contract or tort or otherwise for consequential loss of profits, business, reputation or wasted expenditure.

#### **16 Third Parties**

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement

#### **17 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreement and representations whether written or oral, relating to its subject matter.

#### **18 Notices**

18.1 Any notice or communication given by a party shall be in writing addressed to Laura Chase for the Disclosing Party or Jeff Grist for the Receiving Party and shall be:

18.1.1 sent by pre-paid first class post to the other party's principal place of business; or

18.1.2 sent by electronic mail.

18.2 The notice shall be deemed to be given two working days after the day on which the letter was posted or if sent by electronic mail, the day it was sent if before 17:00

hours or if after 17:00 hours, the next working day provided that the party sending an electronic mail does not received a failed transmission notice.

## **19. Severance**

19.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deleted. Any modification or deletion shall not affect the validity and enforceability of the rest of this Agreement.

19.2 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **20 Term and Termination**

20.1 This Agreement shall continue for the Term, unless terminated earlier in accordance with clause 11.3. Unless terminated earlier in accordance with clause 11.3, this Agreement shall terminate automatically without notice at the end of the Term.

20.2 A Party may terminate this Agreement by giving the other Party at least three months' notice in writing at any time.

## **21. Variation**

Other than variations pursuant to this Agreement, this Agreement may only be varied by written agreement of the Parties.

## **22. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with English law.

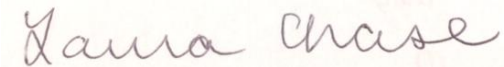
## **23. Counterpart**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

This Agreement has been entered into on the date stated at the beginning of it

**For Colchester Borough Council**

Name: Laura Chase

Signature: 

Date: 24 February 2021

**For The Planning Inspectorate  
Acting as Executive Agency of  
The Ministry of Housing, Communities  
& Local Government**

Name: Simone Wilding

Signature: *Simone Wilding*

Date: 16 March 2021

### SCHEDULE 1 - Details of processing

Description	Details
Subject matter of the processing	<b>To enable the Examination process to take place and to hold and record virtual public hearings through the Disclosing Party's Zoom platform.</b>
Duration of the processing	<b>For the Term as defined in this Agreement.</b>
Nature and purposes of the processing	<b>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. but limited to only that processing which is required in order to conduct the Local Plan Examination.</b>
Type of Personal Data	<b>Names, postal addresses, email addresses, telephone numbers, visual and audio recordings of virtual hearings, and any other Personal Data submitted during the Examination.</b>
Categories of Data Subject	<b>Members of the public, members of professional consultancies, statutory bodies, corporate organisations, government departments. Legal representatives, incorporated and unincorporated voluntary organisations and community groups</b>
Lawful basis for processing	<b>Public Task Under Planning Act 2008, Planning and Compulsory Purchase Act 2004, Town and Country Planning (Local Planning) (England) Regulations Act 2012 and other relevant legislation</b>
Lawful basis for special category data	<b>Article 9(2)(g) Public Task Substantial public interest condition 6 – Statutory etc and government purposes</b>

Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<b>The Deletion Procedure will be in accordance with the Parties' Retention Policies.</b>
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**Data Processing Roles and Responsibilities of the Parties**

1. Collection of Personal Data in this Schedule is determined by the Disclosing Party and shared with the Receiving Party.
2. The Disclosing Party is solely responsible for hosting and for livestreaming the Virtual Hearings on its video/telephone conferencing and livestreaming technology platform, and ensuring the continuity and security of the platform during the Virtual Hearings.
3. The Disclosing Party is not required by the Receiving Party to make a recording of the Virtual Hearings, but if the Disclosing Party does so, it will make those recordings available to the Receiving Party if requested.

Activity	Responsibility for making policy and decisions	Responsibility for implementing policy and decisions
Lawful basis for processing of personal data [and of special categories of personal data] (Article[s] 6, 9 and 10)	Both Parties will be responsible for determining the lawful basis for processing the data for their individual purposes under Articles 6, 9 and 10 of the GDPR. For the purposes of this agreement, the data is expected to largely be processed under Articles 6 (c and e) of the GDPR: <i>6 (c) processing is necessary for the compliance with a legal obligation to which the controller is subject</i> <i>6 (e) processing is necessary for</i>	Both Parties will be responsible for ensuring that the data processing for which they are joint controllers is performed in a manner compatible with the lawful bases under Articles 6, 9 and 10 of the GDPR.



	<i>the performance of task carried out in the public interest or in the exercise of official authority vested in the controller.</i>	
Purposes for which personal data may be collected (Article 5(1)(b))	The Disclosing Party will be responsible for determining its purpose for processing data in relation to this data sharing agreement and for outlining those purposes within the data sharing agreement.	Both Parties will be responsible for ensuring that data in relation to this data sharing agreement will only be used for the purposes specifically outlined within the data sharing agreement and their respective information notices.
Data minimisation (Article 5(1)(c))	The Disclosing Party will be responsible for determining the <i>necessary</i> data that will be processed in relation to their individual purposes as part of this data sharing agreement.	Both Parties will be respectively responsible for ensuring that only <i>necessary</i> data will be processed in relation to their individual purposes as part of this data sharing agreement.
Data accuracy (Article 5(1)(d))	The Disclosing Party will be responsible for determining the means by which they will ensure that data being shared as part of this agreement is accurate and kept up to date.	Both Parties will be respectively responsible for ensuring the data in relation to this data sharing agreement is kept up to date if required.
Data storage limitation (Article 5(1)(e))	Both Parties will be respectively responsible for determining the retention period of data for which they are data controller. For data which is jointly controlled, both Parties will determine a mutually agreed retention period for the data.	Both Parties will be respectively responsible for ensuring the data they hold is destroyed according to the retention policy (subject to there being no requirement to hold the data for longer e.g. due to a legal dispute or judicial review) of each Party, or any mutually agreed period where they are joint controllers.
Integrity and confidentiality (Article 5(1)(f))	Each Party will respectively ensure that appropriate technical and organisational measures are in place to ensure the integrity and confidentiality of the data relating to this data sharing agreement.	Each Party will have respective responsibility for ensuring that appropriate technical and organisational measures are in place within their own organisations to ensure the integrity and confidentiality of the data relating to this data sharing agreement.
Accountability (Article 5(2))	Each Party will respectively ensure that the relevant accountability requirements are met where they are data	Each Party will be respectively responsible for demonstrating accountability for data for which they are the data controller. Where they

	controller. Where they are joint controllers, they will allocate responsibility or share it, as appropriate, to meet accountability requirements.	are joint controllers, the Parties will support each other in demonstrating compliance to accountability requirements.
Information notices (Articles 13 and 14)	Each Party will respectively ensure that relevant information notices are produced and available to the data subjects and that they reflect the respective processing activities of the Parties.	Each Party will be respectively responsible for ensuring that relevant information notices are visible and available to hearing participants. The Disclosing Party will make the Receiving Party's information notices available on their Examination website and ensure that they are sent to hearing participants before the Examination hearings start.
Data subject rights (Articles 15 to 22)	Each Party will respectively ensure that there is an internal process to ensure that data subjects are able to access their rights.	Each Party will be responsible for notifying the other, as appropriate, and supporting the other, as required, in meeting the request.
Data protection by design and default (Article 25)	Both Parties will ensure that data protection by design or default policies are embedded within that Party's data protection processes.	Both Parties will be responsible for ensuring that data protection by design and default is implemented as part of the respective Party's procedures.
Appointment of processor (Article 28)	Both Parties will ensure that their processes for engaging a data processor (if any) ensures that the processor will be held accountable and responsible for ensuring the relevant standard of data protection compliance.	Each Party is respectively responsible for ensuring that additional parties which they individually engage as data processors within the scope of the data pertaining to this data sharing agreement will be held accountable and responsible for ensuring the relevant standard of data protection compliance.
Records of processing activities (Article 30)	Both Parties will ensure that these requirements are met.	Each Party is individually responsible for maintaining their own Record of Processing activities.
Co-operation with supervisory authority (Article 31)	Both Parties will ensure that these requirements are met.	Each Party is individually responsible for co-operating with the supervisory authority. Each Party shall support the other in relation to data which they jointly control, as required.
Security of processing (Article 32)	Each Party will ensure that these requirements are met.	Each Party is responsible for the security of processing of their own

		<p>systems and organisations.</p> <p>The Disclosing Party will have responsibility for information security controls in respect of their hosting platform.</p>
<p>Notification of data breach (Articles 33 and 34)</p>	<p>These requirements are outlined within the scope of this data sharing agreement. In addition to this each Party will ensure that relevant processes are in place to meet these requirements.</p>	<p>Each Party has responsibility for reporting to each other.</p>

## **SCHEDULE 2 - Technical and Organisational Data Protection Measures**

The following are the technical and organisational data protection measures referred to in Clause 8:

1. Each Party shall ensure that, in respect of all Shared Personal Data, it maintains security measures to a standard appropriate to:
  - 1.1 the nature of the Shared Personal Data which is to be protected; and
  - 1.2 the potential harm resulting from the unauthorised or unlawful processing of, the accidental loss or destruction of, or damage to, the Shared Personal Data.
  
2. In particular, each Party shall:
  - 2.1 have in place, and comply with, a security policy which:
    - 2.1.1 defines security needs based on a risk assessment;
    - 2.1.2 allocates responsibility for implementing the policy to a specific individual or personnel;
    - 2.1.3 is provided to the other Party on or before the commencement of this Agreement;
    - 2.1.4 is disseminated to all relevant Representatives (and other staff, if applicable); and
    - 2.1.5 provides a mechanism for feedback and review;
  - 2.2 ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the Shared Personal Data in accordance with best industry practice;
  - 2.3 prevent unauthorised access to the Shared Personal Data;
  - 2.4 protect the Shared Personal Data using pseudonymisation, where it is practical to do so;
  - 2.5 ensure that its storage of Shared Personal Data conforms with best industry practice such that the media on which Shared Personal Data is recorded (including paper records and records stored electronically) are stored in secure locations and access by personnel to Shared Personal Data is strictly monitored and controlled;

- 2.6 have secure methods in place for the transfer of Shared Personal Data whether in physical form (for example, by using couriers rather than post) or electronic form;
- 2.7 all computers and other devices on which Shared Personal Data is stored must be encrypted using standard AES-256, ensuring that all passwords used to encrypt devices are secure and strong comprising a minimum of characters including a mixture of alpha ,numeric and symbols and that passwords are not shared under any circumstances;
- 2.8 take reasonable steps to ensure the reliability of personnel who have access to the Shared Personal Data;
- 2.9 have in place methods for detecting and dealing with breaches of security (including loss, damage, or destruction of Shared Personal Data) including:
  - 2.9.1 the ability to identify which individuals have worked with specific Shared Personal Data;
  - 2.9.2 having a proper procedure in place for investigating and remedying breaches of the Data Protection Legislation; and
  - 2.9.3 notifying the other Party as soon as any such security breach occurs.
- 2.10 have a secure procedure for backing up all electronic Shared Personal Data and storing back-ups separately from originals;
- 2.11 have a secure method of disposal of unwanted Shared Personal Data including for back-ups, disks, print-outs, and redundant equipment; and
- 2.12 adopt such organisational, operational, and technological processes and procedures as are required in accordance with best practice to meet the requirements of ISO27001:2018, as appropriate to the Agreed Purposes and the nature of the Shared Personal Data.