



Y Grŵp Adfer wedi Covid a Llywodraeth Leol
Covid Recovery & Local Government Group

Llywodraeth Cymru
Welsh Government

[agency name]
[address]
[address]
[address]
[address]
[postcode]

Eich Cyf/Your Ref:
Ein Cyf/Our Ref:

Date: [date]

Dear Sirs

Data Sharing Agreement between (1) Welsh Government, and (2) [agency name] (each a "party", and together the "parties").

BACKGROUND

This data sharing agreement ("**Agreement**") has been entered into to support the sharing of personal data for the purpose of enabling the Emergency Services and Resilience Community, and other relevant organisations, to identify individuals in vulnerable circumstances so that priority and/or emergency assistance may be provided to them, in a way which is compliant with the Data Protection Laws.

In particular, pursuant to this Agreement and subject to its terms, Welsh Government will share certain personal data of vulnerable individuals identified as 'at risk' and other associated data defined within Schedule 1 as JIGSO Datasets with [agency name] to enable them to respond to a major incident, interruption to supply or public health emergency on an address by address basis taking into account individuals' vulnerabilities and needs (this being the "**Agreed Purpose**" for the purposes of the use of the relevant personal data under this Agreement).

A major incident is defined by Public Health Wales (in its Emergency Response Plan September 2018) as being one where its scale requires: *"a significant mobilisation of resources and a level of strategic response...[and] there may be significant reputational issues"*.

The following categories of individuals are recognised by Public Health Wales as being vulnerable in the event of a major incident:

- individuals who have mobility difficulties including people with physical disabilities or a medical condition or otherwise may have physical challenges to their mobility, for example, pregnant women;
- those with mental health or learning difficulties; and others who are dependant, such as children.

The Cabinet Office's definition of an emergency includes: *"an event or situation which threatens serious damage to human welfare or to the environment"*.

The Civil Contingencies Act 2004 lists the following events or situations as threatening damage to human welfare if they involve, cause or may cause:

"loss of human life; human illness or injury; homelessness; damage to property; disruption of the supply of money, food, water, energy or fuel; disruption of a system of communication; disruption of facilities for transport; or disruption of services relating to health"

As regards events or situations which threaten serious damage to the environment these are where they:

"involve, cause or may cause contamination of land, water or air with biological, chemical or radio-active matter; or disruption or destruction of plant life or animal life".

Access to the personal data will be provided using the JIGSO web application which is a geospatial solution using the existing Welsh Government 'DataMap Wales' secure portal, to provide information to the Responder Community on households who require a prioritised response in the event of a major incident or public health emergency.

[agency name] is responsible for ensuring that appropriate safeguards are in place for the personal data and access to the relevant personal data will be subject to appropriate codes of conduct, contractually binding obligations, audit processes and other measures as may be necessary from time to time in accordance with the requirements of the Data Protection Laws and good industry practice.

BENEFITS

JIGSO is a digital solution designed to assist the Resilience Community, and other relevant organisations, to plan and respond to a major incident or public health emergency. The prime business function of JIGSO is to identify 'at risk' properties across Wales in order to provide a prioritised response. The solution will not only assist in visually identifying at risk properties and other key points of interest, but it will also extract and securely share information to emergency responders on the ground in a critical event.

There is overwhelming anecdotal evidence from across the Welsh Resilience Community that the deployment and adoption of this core product will have the potential to save lives and prepare at risk properties to impending and predicted major incidents, allowing citizens to have more time to prepare, resulting in less damage to property and safeguarding the most vulnerable in our society.

ALL WALES APPROACH

The JIGSO solution has been approved by the Wales Resilience Forum as the '*preferred approach to modelling risk and vulnerability in an emergency or community crisis.*'

In addition the Civil Contingencies and National Security Division within Welsh Government have agreed to be the policy lead and responsible for Emergency Planning for Wales and the four Local Resilience Forum Chairs.

Rydym yn croesawu derbyn gohebiaeth yn Gymraeg. Byddwn yn ateb gohebiaeth a dderbynnir yn Gymraeg yn Gymraeg ac ni fydd gohebu yn Gymraeg yn arwain at oedi.

We welcome receiving correspondence in Welsh. Any correspondence received in Welsh will be answered in Welsh and corresponding in Welsh will not lead to a delay in responding.

AGREED TERMS

DEFINITIONS

1.1 The definitions and rules of interpretation in this clause apply in this Agreement:

Adequacy Decision	a decision of the European Commission or the UK made pursuant to the Data Protection Laws that the laws of a country ensure an adequate level of protection or any other decision or position adopted to govern the international transfer of personal data as published and agreed by the respective territories', governments, supervisory authorities' or other relevant decision making bodies (in particular between the European Commission and the UK
Commencement Date	[date]
JIGSO Data	any and all personal data (at risk households and other datasets at property level, as determined from Wales Utility Companies, Priority Services Register and LRF members) which is processed via the JIGSO web application by Welsh Government (and any Third Party Data Recipient) in connection with the Project.
Data Protection Laws	Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (commonly referred to as the "GDPR"), the UK General Data Protection Regulation (commonly referred to as the "UK GDPR"), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, together with any and all other laws, regulations, statutory codes of conduct or other statutory instruments relating to the protection of personal data applicable to the parties in any relevant jurisdiction.
EEA	means the European Economic Area.
IDTA	an international data transfer agreement in a form approved by the UK Government or European Commission implemented between the parties to mitigate risk associated with an International Transfer.
International Transfer	a transfer of JIGSO Data: (a) from within the UK to a territory that is outside the UK and the EEA that is not otherwise subject to an Adequacy Decision; or (b) from within the EEA to a territory that is outside of the EEA that is not otherwise subject to an Adequacy Decision
Personal Data Breach	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Household Data.

1.2 Controller, Processor, Information Commissioner, Data Subject and Personal Data, Processing and appropriate technical and organisational measures shall have the meanings given to them in the Data Protection Laws.

TERM

- 2.1 This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with this Agreement (the "**Term**").

CONSIDERATION

- 3.1 In consideration of the mutual promises given by each of the parties to this Agreement, the parties agree to carry out their respective obligations under this Agreement.

PURPOSE OF DISCLOSURE

- 4.1 Data is shared for the purpose of enabling the Emergency Services and Resilience Community to identify individuals in vulnerable circumstances so that priority and/or emergency assistance may be provided to them, in a way which is compliant with the Data Protection Laws.

GENERAL PROCESSING

- 5.1 Article 6 of UK GDPR:

Public task: the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.

PROVISION OF THE JIGSO DATA

- 6.1 Welsh Government will provide [agency name] with access to the JIGSO Data

TRANSFER AND USE OF JIGSO DATA

- 7.1 The parties acknowledge and agree that, with respect to the transfer of JIGSO Data, Welsh Government and [agency name] shall be independent data controllers.
- 7.2 At all times when processing the JIGSO Data, [agency name] shall comply with the Data Protection Laws which shall include but not be limited to, where applicable:
- (a) promptly informing a competent supervisory authority and/or affected Data Subjects of a Personal Data Breach where required under the Data Protection Laws;
 - (b) providing Data Subjects with required information under the Data Protection Laws' transparency requirements;
 - (c) implementing and maintaining appropriate technical and organisational measures to protect the JIGSO Data (including by recognising the particular sensitivity of and risk associated with the data at all times against unauthorised or unlawful processing, accidental loss, disclosure, improper use, damage or destruction;
 - (d) complying with any Data Subject's valid rights requests regarding the processing of their Personal Data; and
 - (e) only processing JIGSO Data where [agency name] has a valid lawful basis to do so.
- 7.3 [agency name] shall not do, or fail to do, or permit to be done, anything which causes Welsh Government to be in breach of its obligations under the Data Protection Laws.
- 7.4 Both parties shall establish and maintain a lawful basis for processing the JIGSO Data in accordance with the Data Protection Laws and, where a party no longer has a lawful basis to process all (or part of) the JIGSO Data, the party shall permanently and securely delete all the relevant parts of (as applicable) the JIGSO Data within 1 month;

- 7.5 On written request, each party shall provide (and, if it is updated, shall continue to provide throughout the Term) the other party with the party's privacy policy so that the other party may provide said policy to Data Subjects on request in order to fulfil transparency related obligations or other obligations under the Data Protection Laws.
- 7.6 [agency name] shall provide reasonable cooperation and assistance to Welsh Government to enable Welsh Government to fulfil its obligations regarding JIGSO Data under the Data Protection Laws, including but not limited to:
- (a) promptly and without undue delay notifying Welsh Government in the event of any Personal Data Breach involving JIGSO Data, including providing reasonable assistance as is necessary to Welsh Government to facilitate the handling of the Personal Data Breach in an expeditious and compliant manner in order for Welsh Government to comply with its obligations in accordance with the Data Protection Laws; and
 - (b) promptly and without undue delay notifying Welsh Government if the party receives a dispute or claim brought by a Data Subject or the Information Commissioner concerning the processing of JIGSO Data and [agency name] shall provide such reasonable information and assistance to Welsh Government in relation to the dispute or claim as Welsh Government may require.
- 7.7 At the reasonable request of Welsh Government, [agency name] shall make available to Welsh Government all information reasonably necessary to demonstrate [agency name] compliance with the Data Protection Laws and this Agreement in relation to the [agency name] processing of the JIGSO Data. Further, on reasonable prior notice and on reasonable terms [agency name] shall permit Welsh Government and its representatives to inspect and audit [agency name] data processing activities insofar as such data processing activities relate to the processing of the JIGSO Data.

INFORMATION SECURITY

- 8.1 Partners to this agreement will ensure that individual access to the data is limited to those who have a legitimate purpose to view, use or otherwise access it. Appropriate measures will be taken to ensure that the confidentiality of the data is maintained at all times.
- 8.2 Partners to this agreement must have an appropriate and adequate security framework.
- 8.3 Practitioners carrying out the functions outlined in this DSA should make themselves aware of, and adhere to, their organisation's data protection, confidentiality and information security policies and procedures.
- 8.4 All partners must ensure that adequate and appropriate training on the subjects of data protection, confidentiality and information security is provided to all staff with access to personal data.

INTERNATIONAL DATA TRANSFERS

- 9.1 [agency name] will not make or permit an International Transfer without demonstrating or implementing (as appropriate):
- (a) appropriate transfer risk assessments or other due diligence measures; and
 - (b) appropriate safeguards for that International Transfer in each case in accordance with Data Protection Laws and will ensure in each case that enforceable rights and effective legal remedies for Data Subjects are available.
- 9.2 For the avoidance of doubt, if in Welsh Government's or [agency name] reasonable opinion the safeguards implemented by Welsh Government and/or [agency name] in respect of any International Transfer cease to meet the requirements of either (i) the Data Protection Laws

or (ii) any related guidance issued by any competent data protection supervisory authority (including without limitation the European Data Protection Supervisory Board or the UK's Information Commissioner's Office), [agency name] will implement such additional measures and execute such additional documents as Welsh Government may reasonably require in respect of any affected International Transfers.

LIABILITY

- 10.1 Nothing in this Agreement shall be deemed to limit or exclude the liability of any party for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) any other liability which cannot by law be excluded or limited.
- 10.2 Subject to clause 7.1, Welsh Government's total liability to [agency name], whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to £100,000.

GENERAL

- 11.1 This Agreement sets out the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (whether oral or written) in respect of the subject matter of this Agreement.
- 11.2 The parties shall review the operation of this Agreement annually. Either party may terminate this Agreement by giving three months' prior written notice to the other party. For the avoidance of doubt, any termination shall be without prejudice to the rights and obligations of each party prior to such termination taking effect. The obligations in clauses 3 to 9 (inclusive) shall continue following termination or expiry of this Agreement for so long as either party continues to process JIGSO Data.
- 11.3 Except as expressly provided in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.4 No term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 11.5 This Agreement shall be governed by and construed in accordance with laws of England and Wales, as applied in Wales and each of the parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England and Wales.
- 11.6 The parties agree that they shall comply with the terms of this Agreement.

Yours faithfully

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For and on behalf of Welsh
Government

Name:

Date:

Signed by:

.....

For and on behalf of [agency name]

Name:

Date:

Schedule 1 – Detail of Disclosure

Definition	Source	Data Provided
<i>At Risk Properties</i>	Dwr Cymru – Priority Services Register	UPRN Address (incl Postcode)