


**DATA SHARING AGREEMENT BETWEEN
DEPARTMENT FOR INFRASTRUCTURE
AND MID ULSTER DISTRICT COUNCIL**

1.	Parties to the agreement	
	Mid Ulster District Council ("MUDC")	Department for Infrastructure (the "Department")
2.	<p>Introduction</p> <p>As part of rolling out new Planning IT systems in Northern Ireland, legacy data, which includes all relevant data, personal and otherwise, which would be submitted as part of a planning application, from the Northern Ireland Planning Portal (NIPP) is required to be transferred to two new systems. This data sharing agreement explains how data will be shared and managed during this process.</p> <p>This data includes</p> <ul style="list-style-type: none"> a. Uniform back-office database translated in SQL Server format. Including all Northern Ireland Planning Data from Uniform (both textual and spatial records) including, but not limited to: - Planning Application, Appeal, Enforcement, Tree Preservation Order and Property Certificate records, code lists and user details. b. TRIM Document Store, including all Northern Ireland Planning data stored in the Portals EDRMS, including all of the documents themselves and their associated metadata. c. Public access application database, including Northern Ireland Data held in the Public Access database including, but not limited to user accounts, saved searches, notified applications and tracked applications. d. All Northern Ireland Spatial Planning Constraints and Development Plan Data <p>This data may will contain personal and sensitive data in relation to planning cases applicant, consultees, users and other parties.</p>	
3.	<p>Purpose</p> <p>This agreement sets out the framework for the sharing of Personal Data when one Controller (the Data Discloser) discloses Personal Data to another Controller (the Data Receivers). It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.</p>	



	<p>The parties consider that this data sharing initiative is necessary as in the future Northern Ireland will have two Planning IT systems – the first being operated by TerraQuest (“TQ”), a sub-processor acting on behalf of the Department and 10 NI Councils (the “Regional System”), and the second being MUDC (the “MUDC System”). Both systems will require population with historic data (including Personal Data) currently held on the NIPP. The aim of the data sharing initiative is therefore to enable the population of the two systems with that historic data (the “Agreed Purpose”).</p> <p>The parties agree to only process the shared Personal Data for the Agreed Purpose and the parties shall not process the shared Personal Data in a way that is incompatible with the Agreed Purpose and it is agreed that the shared Personal Data will not be irrelevant or excessive with regard to the Agreed Purpose.</p>
4.	<p>Legal Basis for Data Sharing</p> <p>Processing of personal information for the purposes of Planning by the Department and NI Councils is required under the Planning Act (Northern Ireland) 2011.</p> <p>The processing is therefore necessary for the performance of a task carried out in the exercise of an official authority, per Article 6(1)(e) of the UK GDPR.</p> <p>In those cases where special category data is shared, the processing is necessary for reasons of substantial public interest in the basis of law, per Article 9 (2) (g) of the UK GDPR.</p>
5.	<p>Organisations Involved</p> <p>The following organisations will be involved in data sharing:</p> <ul style="list-style-type: none"> • Department for Infrastructure (the Department) – (Data controller) • MUDC (Data controller) • TQ (Data processor on behalf of the Department) • IDOX (Data processor on behalf of MUDC who will be assisting MUDC)

6.	<p>Data to be Shared</p> <p>The historic data in the NIPP (as detailed in the attached document)</p>  <p>NIPP Data Presentation - redac</p> <p>will be extracted from the NIPP by DXC and transferred to the IT Assist infrastructure. This information will then be transferred to both the Regional System and the MUDC System and made available within 3 days of IT Assist receiving.</p> <p>For the Regional System all data will be uploaded onto an encrypted device in line with secure protocols agreed with IT Assist and transported to TQ. TQ will process all the data into a format they will use. The data belonging to MUDC will be extracted after this conversion and deleted. This process, excluding the extraction and deletion of the MUDC data which will only need to take place once, will be repeated several times at different stages in the project.</p> <p>For the MUDC System all data will be uploaded onto an encrypted device in line with secure protocols agreed between MUDC and IT Assist and transported to Mid Ulster District Council (MUDC) . MUDC will process all the data into a format they will use. The data belonging to authorities, other than MUDC will be deleted at this stage. This process will be repeated several times at different stages in the project.</p>
7.	<p>Information use</p> <p>The data in the NIPP will be transferred to either the Regional System or the MUDC System. This data is used to populate the history of planning applications, considered as part of any future planning application process, to populate Regional Property Certificates and for the production of Planning Statistics.</p>
8.	<p>Requests for information</p> <p>Requests from a Data Subject for shared Personal Data will be handled in line with the procedures of the public authority holding the information under FOI or EIR and the Data Protection Legislation. Each organisation shall assist and co-operate where necessary to enable each organisation to comply with their information disclosure obligations.</p>

	<p>In the event of one organisation receiving a request for information that involves disclosing information that has been provided by the other, or where disclosure would affect another organisation, the organisation receiving the request will, unless legally prohibited from doing so, notify the other to allow it the opportunity to make representations on the potential impact of the disclosure.</p>
<p>9.</p>	<p>Responsibilities of each party</p> <p>The Department and MUDC will, and shall procure that TQ and IDOX respectively, comply with their obligations under relevant Data Protection Legislation at all times during the term of this agreement.</p> <p>The Department and MUDC shall ensure that they have legitimate grounds under the Data Protection Legislation for the processing of Shared Personal Data. Where the legal basis is consent there must be written evidence of that consent.</p> <p>The Data Discloser shall, in respect of shared Personal Data, ensure that it provides clear and sufficient information to the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their Personal Data, the legal basis for those purposes and such other information as is required by Article 13 of the UK GDPR including if Shared Personal Data will be transferred to a third party, that fact and sufficient information about that transfer and the purpose of that transfer to enable the Data Subject to understand the purpose and risks of that transfer.</p> <p>The Department and MUDC are responsible for ensuring they and TQ and IDOX respectively have organisational and security measures in place to protect the lawful use of any information shared.</p> <p>The Department and MUDC will and shall procure that TQ and IDOX respectively, ensure a reasonable level of security for supplied information, personal or non-personal, and will process the information accordingly.</p> <p>The Department and MUDC should ensure on their own behalf and in respect of TQ and IDOX respectively that all staff accessing shared information follow the procedures and standards that have been agreed and incorporated within this agreement.</p> <p>The Department and MUDC are responsible for ensuring on their own behalf and in respect of TQ and IDOX respectively that any members of staff accessing shared information under this agreement are trained and fully aware of their responsibilities under the DPA to maintain the security and confidentiality of personal information.</p>

	<p>The Data Discloser shall ensure that the shared Personal Data is accurate.</p> <p>The party originally supplying the information will be notified immediately of any breach of confidentiality or incident involving a risk or breach of the security of information and the parties shall each comply with their obligation to report a Personal Data Breach to the Information Commissioner and (where applicable) Data Subjects under Article 33 of the UK GDPR and shall each inform the other party of any Personal Data Breach irrespective of whether there is a requirement to notify the Information Commissioner or Data Subject(s). 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.</p>
10.	<p>Security DFI and MUDC will take, and shall procure that TQ and IDOX respectively, take appropriate technical and organisational measures to:</p> <ul style="list-style-type: none"> a) prevent unauthorised or unlawful processing of Personal Data and accidental loss to, destruction of, or damage to, Personal Data; and b) ensure a level of security appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the shared Personal Data to be protected.
11.	<p>Retention and disposal Both parties agree that they shall not retain, or process shared Data for longer than is necessary to carry out the agreed purpose.</p> <p>The information held in the Regional System and MUDC Systems will be retained in accordance with the relevant Retention and Disposal Schedules.</p>
12.	<p>Security incidents or data breaches</p> <p>The Department and MUDC will fully engage, and shall procure the engagement of TQ and IDOX respectively, in the resolution of an incident by assisting in the investigation being carried out by the responsible partner.</p>

13.	<p>Review/Termination of Data Sharing Agreement</p> <p>The data sharing agreement will be reviewed on a six monthly basis until project conclusion. This review shall include:</p> <ul style="list-style-type: none"> a) assessing whether the purposes for which the shared Personal Data is being processed still conforms to the Agreed Purpose; b) assessing whether the parties can continue to rely on a lawful basis or a condition or exception under Data Protection Legislation to lawfully share the shared Personal Data; c) assessing whether the legal framework governing data quality, retention, and Data Subjects' rights is being complied with; and d) assessing whether Personal Data Breaches involving the Shared Personal Data have been handled in accordance with this agreement and the applicable legal framework. <p>If any significant change takes place which means the agreement becomes an unreliable reference point, the agreement will be updated as needed and a new version circulated to replace it. Any signatory to this agreement can request an extraordinary review at any time.</p>
14.	<p>Indemnity</p> <p>In the event of a breach of this agreement which results in a financial penalty, claim or proceedings, the parties agree to co-operate to identify and apportion responsibility for the breach and the defaulting party will accept responsibility for any such claim.</p>
15.	<p>Transfers</p> <p>For the purposes of this clause, transfers of Personal Data shall mean any sharing of Personal Data by the Data Receiver with a third party, and shall include, but is not limited to, the following:</p> <ul style="list-style-type: none"> a) subcontracting the processing of shared Personal Data including, but not limited to, the transfer of shared Personal Data to both TQ and IDOX; and b) granting a third party Controller access to the shared Personal Data. <p>If the Data Receiver appoints a third party Processor to process the shared Personal Data it shall comply with Article 28 of the UK GDPR</p>

	<p>and shall remain liable to the Data Discloser for the acts and omissions of the Processor.</p> <p>The Data Receiver shall not disclose or transfer shared Personal Data outside the UK.</p>
16.	<p>Governing Law</p> <p>This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Northern Ireland.</p>
17.	<p>Jurisdiction</p> <p>Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims), arising out of or in connection with this agreement or its subject matter or formation.</p>
18	<p>Signatures</p> <p>I have read, understood and agree to abide by the terms and conditions of this agreement. All information received will only be used for the purpose defined and listed in the agreement.</p> <p>Signed by for and on behalf of Mid-Ulster District Council</p> <p></p> <p>Adrian McCreesh</p> <p>In the presence of</p> <p></p> <p>Date: 04/08/2021</p> <p>Signed on for and on behalf of the Department for Infrastructure</p> <p><i>Angus Kerr (signed)</i></p> <p>Name (block capitals): ANGUS KERR</p> <p>Date: 29/07/2021</p>

GLOSSARY

Anonymised data – information from which no individual can be identified.

Data controller – a person or organisation who (either alone or jointly or in common with other persons or organisations) determines the purposes for which and the manner in which any personal information is to be processed.

Data processor – any person or organisation (other than an employee of the data controller) who processes information on behalf of the data controller.

Data Protection Legislation - all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended [and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications)].

Data protection principles – six rules which all organisations processing Personal Data must conform to

Data sharing – the disclosure of data from one or more organisations to a third party organisation or organisations, or the sharing of data between different parts of an organisation. It can take the form of systemic, routine data sharing where the same information is shared between the same organisations for an established purpose, or one off decisions to share data for any of a range of purpose.

Data sharing agreement – common set of rules to be adopted by the various organisations involved in a data sharing operation.

Environmental Information Regulations 2004 (EIR) – legislation that provides rights of public access to environmental information held by public authorities.

EIR request – a request by a member of the public for access to environmental information held by a public authority. In most cases, the public authority must provide a response to the request within 20 working days of receipt.

Freedom of Information Act 2000 (FOI) – legislation that provides public access to information held by public authorities.

FOI request – a request from a member of the public for access to information held by a public authority. The public authority must provide a response to the request within 20 working days of receipt.

Personal Data – information which relates to a living individual who can be identified from that information and other information in the possession of the data controller. It includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person in respect of the individual.

Personal Data Breach - a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

Processing of data – is any activity involving use of information. This includes obtaining, recording or holding the data or doing any work to it such as organising, adapting, changing, erasing or destroying it.

Special categories of Personal Data – personal information about an individual's race or ethnic origin; political opinions; religious or other similar beliefs; trade union membership; health; sexuality; biometric data and genetic data.. Special categories of Personal Data can only be processed under strict conditions.

Personal Data relating to criminal convictions and offences are not included, but similar extra safeguards apply to its processing.

SFTP – Secure File Transfer Protocol – More information regarding SFTP is available from IT Assist catalogue. http://itassist.nigov.net/our_services