

**THIS AGREEMENT** is made the                      day of                      2021

**BETWEEN**

**(1) STROUD DISTRICT COUNCIL** of Ebley Mill Stroud GL5 4UB (“Stroud”)

**(2) CHELTENHAM BOROUGH COUNCIL** of Municipal Offices Promenade  
Cheltenham GL50 9SA (“Cheltenham”)

**(3) THE COUNCIL OF THE BOROUGH OF TEWKESBURY** of Gloucester Road  
Tewkesbury GL20 5TT (“Tewkesbury”)

**(4) COTSWOLD DISTRICT COUNCIL** of Trinity Road Cirencester GL7 1PX  
 (“Cotswold”)

**(5) FOREST OF DEAN DISTRICT COUNCIL** of Council Offices Coleford GL16 8HG  
 (“Forest of Dean”)

**(6) GLOUCESTER CITY COUNCIL** of Shire Hall Westgate Street Gloucester GL1  
2PE (“Gloucester”)

All of which Councils together being hereafter referred to as the “Participating  
Partners”

**1. Background**

This Agreement is made for the purpose of the Participating Partners  
commissioning a comprehensive survey of the private sector housing stock  
within their respective districts in accordance with the specification contained  
in Schedule 1 to this Agreement.

**2. Definitions and interpretation**

**2.1** The following terms shall have the following meanings for the purposes of this  
Agreement

**2.1.1** ‘Commencement Date’ means the date hereof

**2.1.2** ‘Conditions’ means the provisions set out below which shall be  
incorporated into this Agreement in their entirety

**2.1.3** ‘Co-ordinating Group’ means a group made up of representatives of

each of the Participating Partners

- 2.1.4** 'Service Agreement' means an agreement between the Lead Authority and the Service Provider for the Services.
- 2.1.5** 'Data Protection Legislation' means (i) The General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679),(ii) the LED and any applicable national implementing Laws as amended from time to time, (iii) The Data Protection Act 2018 to the extent that it relates to Processing of Personal Data and privacy, (iv) all applicable Laws relating to Personal Data and privacy
- 2.1.6** 'Lead Authority' means Stroud acting on behalf of the Other Authorities in relation to this agreement. The Participating Partners may agree in writing to change the Lead Authority during the term of this agreement.
- 2.1.7** 'Other Authorities' means the Participating Partners other than the Lead Authority
- 2.1.8** 'Services' means the provision of a comprehensive private sector housing survey as further described in clause 1.
- 2.1.9** 'Term' means [12] months from the Commencement date to [insert date or time period] which can be extended for further periods of 12 months unless terminated in accordance with clause 3
- 2.1.10** 'Service Provider' the company, organisation or person contracted under a contract to provide services to the Lead Authority on behalf of the Participating Partners
- 2.2** Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate
- 2.3** This Agreement shall be several and the neuter singular gender throughout

this Agreement shall include all genders and the plural and the successor in title to the Sponsoring Partners

#### **4. Appointment**

Pursuant to Section 1 Local Authorities (Goods and Services) Act 1970 the Participating Partners appoint the Lead Authority to act on behalf of the Other Authorities and enter into the Service Agreement for the provision of the Services

#### **5. Procurement**

**5.1** The Lead Authority will prepare documentation with a view to inviting tenders for the provision of the Services by appropriately qualified and experienced providers

**5.2** The Lead Authority will undertake a procurement exercise in accordance with the Regulations and the Lead Authority's own constitution and contract procedure rules as appropriate

**5.3** Following the receipt of tenders the Co-ordinating Group will evaluate the tenders and identify a single tender that will be recommended for acceptance

**5.4** The Lead Authority shall enter in the Service Agreement on behalf of the Participating Partners

#### **6. The Lead Authority's obligations**

**6.1** The Lead Authority shall be responsible for:

6.1.1 the procurement activities described in clauses 5.1, 5.2 and 5.3

6.1.2 the management of the Service Agreement

6.1.3 accounting for the correct expenditure of the funding of the Services provided through the Better Care Fund additional DFG fund

6.1.4 following satisfactory completion of the Services by the Service Provider, or where stage payments have been agreed the satisfactory completion of the

stage, in accordance with the Service Agreement the Lead Authority shall pay all undisputed sums under the Service Agreement

**7. Delegation**

The Lead Authority shall not delegate any duties or obligations arising under this Agreement otherwise than may be expressly permitted under its terms

**8. Indemnity**

**8.1** The Lead Authority shall indemnify and keep indemnified the Other Authorities against all claims and losses arising directly or indirectly out of or in connection with a failure by the Lead Authority to comply with its obligations under this Agreement

**8.2** Save as may be expressly stated elsewhere in this Agreement no party to this Agreement shall be liable to any other for consequential loss or damage

**9. The Other Authorities' obligations**

**9.1** In consideration of the services to be rendered by the Lead Authority under this Agreement the Other Partners agree to make available to the Lead Authority such assistance and resources as are reasonably necessary for the completion of the Services.

**9.3** Each Participating Partner shall nominate a key contact person who shall have authority to liaise with the Lead Authority upon matters arising from this Agreement and as at the Commencement Date the key contact persons are:

(a) Cheltenham: Mark Nelson, Enforcement Manager  
[mark.nelson@cheltenham.gov.uk](mailto:mark.nelson@cheltenham.gov.uk)

(b) Gloucester: Neil Coles, Private Sector Housing Manager  
[neil.coles@gloucester.gov.uk](mailto:neil.coles@gloucester.gov.uk)

- (c) Tewkesbury: Kath Stent, Interim Environmental Health Manager  
[kath.stent@tewkesbury.gov.uk](mailto:kath.stent@tewkesbury.gov.uk)
- (d) Cotswold and Forest of Dean: Philip Measures, Service Leader  
[Philip.measures@publicagroup.uk](mailto:Philip.measures@publicagroup.uk)
- (e) Stroud: Maria Hickman, Housing Renewal Manager  
[Maria.Hickman@stroud.gov.uk](mailto:Maria.Hickman@stroud.gov.uk)

## **10 Miscellaneous**

### **10.1 Warranty**

Each of the Participating Partners warrants that it has the power to enter into this Agreement and has obtained all necessary approvals to do so

### **10.2 Monitor and Review**

The Participating Partners will monitor and review the progress of the Services in line with the frequency and detail specified in the Service Agreement

**10.2.1** Non-performance will be addressed in line with the terms and conditions of the Service Agreement

**10.2.2** In the event of continued non-performance by the Service Provider options for remedies will be referred to the Co-ordinating Group for approval

**10.2.3** Notwithstanding the provisions of Clause 11 (Arbitration) hereof any disagreement arising between the Participating Partners shall be referred to the Co-ordinating Group who will endeavour to reach agreement on a consensus basis. If the disagreement is not resolved then the Co-ordinating Group will refer the matter to the Chief Executives of the parties in dispute for further consideration and if the parties' Chief Executives fail to reach agreement the matter will be referred to Arbitration as set out in Clause 11 hereof

### **10.3 Severance**

If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable or indications to that effect are received by any of the Participating Partners from any competent authority the remaining provisions of this Agreement shall remain in full force and effect

### **10.4 Proper law and jurisdiction**

**10.4.1** This Agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England

**10.4.2** Any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in England and Wales

### **10.5 Costs**

Each of the Participating Partners shall pay any costs and expenses incurred by it in connection with this Agreement

### **10.6 Third Party Rights**

A person who is not a part to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement

### **10.7 Data Protection and Freedom of Information**

Notwithstanding anything to the contrary contained or implied in any documents or negotiations leading to the formation of this Agreement

**10.7.1** each of the Participating Partners shall be entitled to publish and/or release any and all terms or conditions of this Agreement, the contents of any documents and/or information relating to the formation of this Agreement under the provisions of the Freedom of Information Act 2000 and/or Environmental Information Regulations

2004 as they see fit

**10.7.2** nothing contained in this Agreement shall prevent the Participating Partners from disclosing and/or publishing under the provisions of Environmental Information Regulations 2004 and/or Freedom of Information Act 2000 any term or condition or information contained in or relating to the formation of this Agreement

**10.7.3** The Participating Partners shall act as [joint controller] [controllers for their respective personal data] and [the Lead Authority] [name the parties] shall act as a Data Processor for the [Participating Partners] [the Lead Authority] and the parties shall comply with the Data Protection Legislation and the Data Processing agreement attached hereto at Schedule 2

## **11 Arbitration**

All disputes or differences which at any time arise between the Participating Partners whether during the Term or afterwards touching or concerning this Agreement or its construction or effect or the rights duties or liabilities of the parties under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of this Agreement shall be referred to a single arbitrator to be agreed upon by the parties or in default of Agreement to be nominated by the President for the time being of the Chartered Institution of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment of it for the time being in force

**IN WITNESS** whereof this Agreement has been signed and delivered as a deed on the date and year stated at the beginning of this Deed.

## **SCHEDULE 1**

### **The Specification**

#### **SPECIFICATION FOR GLOUCESTERSHIRE PRIVATE SECTOR HOUSE CONDITION AND ENERGY EFFICIENCY SURVEY**

### **1. INTRODUCTION**

- 1.1 Cheltenham Borough Council, Cotswold District Council, Gloucester City Council, Forest of Dean District Council, Stroud District Council and Tewkesbury Borough Council are seeking to commission a comprehensive survey of the private sector housing stock within their respective areas: -

The estimated number of properties in the private sector in each district is;

- Cheltenham Borough 51,640
- Cotswold District 44,675
- Forest of Dean District 38,448
- Gloucester City 56,689
- Stroud District 48,599
- Tewkesbury Borough 42,196

- 1.2 In order to obtain high quality information to form an accurate and representative profile of private sector housing conditions in their districts the Survey will include the assessment of Housing Health & Safety Rating System hazards, disrepair, energy efficiency and socio-economic status.

### **2. AIMS OF THE SURVEY**

- 2.1 The primary aim of the Survey is: -

- to take a systematic look at the private sector housing stock within the Councils' areas to enable the Councils to update their Private Sector Housing Renewal Policies and define priorities over the next 5 years that meet local housing needs.
- to comply with the Council's duties under the Housing Grants, Construction and Regeneration Act 1996, the Regulatory Reform (Housing Assistance) (England & Wales) Order 2002 and the Housing Act 2004.

- 2.2 The Survey will involve the carrying out of a physical survey of a random sample of 1000 properties per district by means of internal and external inspection in association with a socio-economic survey.

- 2.3 The socio-economic survey is to be in the form of face-to-face interviews undertaken at the same time as the physical survey.

- 2.4 The data provided by the Survey must be adequate to enable the Council to: -

- update their Private Sector Housing Renewal Policies



- target resources more effectively in relation to all matters described in section 3 below

### **3. THE SURVEY OBJECTIVES**

3.1 The Survey must deliver accurate data in order to: -

- Provide background information on the state of the private sector overall, set in the context of national or regional data and define the resources required to facilitate the effective targeting of that stock.
- Provide sufficient information to establish the potential for future Private Sector Housing Renewal Policies in accordance with the Regulatory Reform (Housing Assistance) (England & Wales) Order 2002.
- Identify the proportion of private sector stock with one or more Category 1 hazard rating scores of more than 1000 (Bands A to C) under the Housing Health & Safety Rating System. Data to be split by tenure
- Provide information on the types of hazards that are identified through the rating system assessments.
- Identify the proportion of private sector stock with one or more Category 2 hazard rating scores of less than 1000 (to be reported as those with Category 2 hazards falling into Bands D, E or F and those which fall into Bands G, H, I to J) under the Housing Health & Safety Rating System. Data to be split by tenure
- Identify the cost of reducing the likelihood of an occurrence of category 1 and category 2 hazards to the lowest level achievable using good building practice. Data to be split by tenure
- Identify the numbers of Vulnerable Households, defined as those in receipt of at least one of the principal means tested or disability related benefits and split data by tenure.
- Determine the cost savings to the National Health Service of removing 10%, 50% and 100% of each of the Category 1 hazards identified under the Housing Health and Safety Rating system utilising the CIEH toolkit for this purpose. Data to be split by tenure
- Determine the overall extent within the Survey of current energy efficiency within the selected properties. Including current SAP ratings using rdSAP 2012, current EPC ratings, level of CO<sub>2</sub> emissions using BEIS conversion factors 2021 (2020 if not available), and cost of heating in terms of proportion of total gross or net income used on heating. Data to be split by tenure
- 
- To provide an estimate of the cost of improving energy efficiency up to an EPC rating of C69; an assessment of average savings to fuel bills, kilowatt hours or fuel used as a result of energy conservation measures and the consequent reduction in CO<sub>2</sub> emissions using BEIS conversion factors 2021 (2020 if not available). Averages of above data to be

provided by tenure, property type, construction – especially if property is defined as a hard-to-treat-home.

- Identify the number of households occupying dwellings in each EPC band. The number of Households occupying dwellings with a SAP rating of below 39 and the number of households occupying dwellings with a SAP rating of above 69. In each case include a breakdown of the number of those occupants who are in receipt of means tested benefits and tenure type
- Identify the number of properties in the private rented sector failing to meet the minimum requirements of the Energy Efficiency (Private Rented Property) (England & Wales) Regulations 2015 as amended (MEES)
- Identify the proportion of the stock without 'whole house' central heating (fixed heating in all habitable rooms) and the proportion of these occupied by vulnerable households and split data by tenure and EPC band
- Identify the proportion of the stock where the main boiler for space and water heating (if one is present) is over 15 years old and the proportion of these occupied by vulnerable households and split data by tenure.
- Identify the number of HMOs and an assessment of the number of households within them. Provide a list of property addresses for all HMOs identified.
- Identify HMOs with one or more category 1 or category 2 hazards, as measured by the Housing Health & Safety Rating System.
- Identify the cost of reducing the likelihood of an occurrence of category 1 and category 2 hazards in HMOs to the lowest level achievable using good building practice.
- Identify the proportion of the HMO stock that is subject to Mandatory Licensing under the Housing Act 2004.
- Provide information, by means of a socio-economic questionnaire within the Survey relating to the characteristics of the occupiers of the properties surveyed and their financial status. This information should be adequate to indicate vulnerability and eligibility for means tested grant assistance. Specific details of the information to be collected in relation to race and ethnicity will be provided.
- Identify the number of households that as a result of age (over 65 years) or disability, may wish to access financial assistance for disabled adaptations (DFGs) within the next 5 years.
- Identify the number of households in fuel poverty and estimate the number of households, likely to be in fuel poverty. Fuel poverty is defined using the Low Income High Costs (LIHC) indicator where a household is considered to be fuel poor if;
  - They have required fuel costs that are above average (the

- national median level)
- Were they to spend that amount, they would be left with a residual income below the official poverty line.

#### **4. METHODOLOGY**

- 4.1 It is anticipated that the methodology of the Survey will be based upon the BRE stock model and those recommended by ODPM circular 05/2003 with additional socio-economic, energy efficiency, and fuel poverty information. The survey forms will be designed in conjunction with the participating Councils.
- 4.2 The Survey will entail full internal and external surveys being carried out, the preferred sample size being 1000 privately owned dwellings per authority area randomly selected from Council Tax records.
- 4.3 The assessment of the dwellings will be a Hazard Rating under the Housing Health & Safety Rating System in accordance with the Housing Act 2004 together with details of age, tenure, construction method, and degree of disrepair. Information will also be collected on energy efficiency and socio-economic factors.
- 4.4 The recording of individual assessments will be on a computer database compatible with the Council's own computer systems. A written report on the overall housing stock in each local authority area will be required along with a summary report of the situation across Gloucestershire as a whole. In addition, attendance at a virtual meeting in each Local Authority area will be required to present the findings to members.
- 4.5 The selection of premises to be surveyed will be undertaken by the Consultant, in a manner approved by the Councils in advance of the selection being drawn. No Council has comprehensive dwelling specific age data.
- 4.6 Full details of the selected properties must be provided.
- 4.7 The Consultant will be responsible for writing to each address generated introducing the aims of the Survey and asking householders for their co-operation. The cost of printing, addressing and postage of such is to be included in the tender. A draft of the letter will be submitted to each Council for prior approval.
- 4.8 Additional 'reserve' addresses will be required to ensure that a full survey of the agreed sample size is undertaken. These additional addresses will be contained on a reserve list.

#### **5. INFORMATION TO BE COLLECTED / SURVEY DESIGN**

- 5.1 The Consultant shall undertake all tasks associated with the production of the Survey questionnaires in consultation with the Council. The Council requires the inclusion of the following elements -
  - Address including UPRN, details of owner / occupiers, landlords and agents, ward, parish, date of survey, surveyor and extent of access and survey.

- Building description: - Year built, building type and size, building use, tenure types, this will include flats above shops, empty homes and HMO's, location and spread within the District and within wards. Information on HMOs should include HMO type including year of conversion if converted flats and whether the HMO requires a mandatory licence. Building stereotypes, descriptions, construction types and materials. The Council will in particular require information on 'hard to treat' construction types for energy efficiency measures such as solid walls and sloping attic ceilings and no mains gas.
- Internal and external condition survey: - Identify condition of building elements, the cost of remedial measures and the urgency of any work required. Identification of category 1 and category 2 hazards, disrepair, provision and condition of amenities, provision and condition of heating and insulation. Condition of common parts and shared facilities to flats and HMO's etc and whether sole / shared use of fixed bath / shower or WC etc.
- Cost of remedial and other work: - The Consultant will be required to produce an individual cost matrix for each property element surveyed by property type, to indicate costs of complete replacement, major and minor repair. Linking this assessment to the judgement of state of repair should allow a detailed model of repair costs to be generated over a 10-year period to meet, decent homes and removal of category 1 hazards. These costs should allow for a District-wide estimate of repair costs to be produced in order to prioritise action. Linkage to household income will establish the costs of works likely to be eligible for grant assistance under the Private Sector Housing Renewal Policies.
- Services, heating and energy: - Heating (inc. type), water heating and heating system types, fuels used, loft space insulation and insulation of cylinders and other fittings. Window and door types, draft proofing, wall insulation, central heating control systems, proportion of external walls.
- Location and seriousness of condensation with suggested causes and remedies.
- Means of ventilation and controls and risk of overheating in summer
- Household structure and personal details: Number, size, composition, ethnicity, age and sex, disability and adaptations. Special needs, e.g. disabled persons' requirements.
  - Socio-economic data adequate to identify eligibility of households surveyed for means tested benefits and to give an indication of whether or not households are vulnerable or in fuel poverty. Fuel poverty is defined using the Low Income High Costs (LIHC) indicator where a household is considered to be fuel poor if; They have required fuel costs that are above average (the national median level)
  - Were they to spend that amount, they would be left with a

residual income below the official poverty line.

**SCHEDULE 2**  
**DATA PROCESSING AGREEMENT**

**Schedule 2 - Data Processing Agreement.**

**DEFINITIONS**

**LED: Law Enforcement Directive (Directive (EU) 2016/680)**

**Controller:** has the meaning set out in the Data Protection Legislation.

**Data Loss Event:** any event that results, or may result, in unauthorised access to Personal Data held by the Lead Authority under this Agreement and/or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach

**Data Protection Legislation:** means (i) The General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679),(ii) the LED and any applicable national implementing Laws as amended from time to time, (iii) The Data Protection Act 2018 to the extent that it relates to Processing of Personal Data and privacy, (iv) all applicable Laws relating to Personal Data and privacy

**Data Subject:** an individual who is the subject of Personal Data.

**Personal Data and Personal Data Breach:** has the meaning set out in the Data Protection Legislation and relates only to personal data, or any part of such personal data, of which the Participating Partners are Joint Controller and in relation to which the Lead Participating Partners is processing on their behalf under the Participation Agreement.

**[Joint Controller:** The Participating Partners shall act as Controllers and make joint decision over the Personal Data.]

**Processor:** has the meaning set out in Data Protection Legislation.

**Protective Measures:** appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

**Processing and Process:** have the meaning set out in the Data Protection Legislation

**1. Obligations of the Processor**

- 1.1. The Participating Partners acknowledge that for the purposes of the Data Protection Legislation, the Participating Partners are [Joint Controller] [Controllers of their respective Personal Data] and the Lead Authority is the Processor of the Personal Data.

- 1.2. The Lead Authority shall process the Personal Data on behalf of the Participating Partners only to the extent, and in such a manner, as is necessary for the purposes specified in the Appendix to this Schedule 2 and in accordance with the Participating Partner's instructions from time to time and shall not process the Personal Data for any other purpose. The Lead Authority will keep a record of any processing of Personal Data it carries out on behalf of the Participating Partners.
- 1.3. The Lead Authority shall promptly comply with any request from the Participating Partners requiring the Lead Authority to amend, transfer or delete the Personal Data.
- 1.4. Where the Lead Authority is collecting Personal Data on behalf of the Participating Partners, the Lead Authority shall only collect Personal Data via a suitable form approved by the Participating Partners in advance of its use which will contain a privacy notice informing the Data Subject of the identity of the [Joint] Controller[s] and the Processor, the identity of any data protection representative it may have appointed, the purpose or purposes for which the Data Subject's Personal Data will be processed and any other information required under the Data Protection Legislation and any other information which is deemed necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair. The Lead Authority shall not modify or alter the form in any way without the prior written consent of the Participating Partners.
- 1.5. If the Lead Authority or one of the Other Authorities receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to any of the Participating Partners compliance with the Data Protection Legislation in relating to this Agreement, it shall immediately notify the Participating Partners and the parties will fully co-operation and assist each other in relation to any such complaint, notice or communication including providing full details and copies of the complaint, communication or request and providing such assistance in a timely manner so that the Participating Partners can comply to their obligation within the timescales set out in the Data Protection Legislation;
- 1.6. At the Participating Partner's request, the Lead Authority shall provide the Participating Partners with a copy of all Personal Data held by it in the format and on the media reasonably specified by the Participating Partners.
- 1.7. The Lead Authority shall not transfer the Personal Data outside the European Economic Area without the prior written consent of the Participating Partners.
- 1.8. The Lead Authority will promptly and without undue delay notify the Participating Partners if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Lead Authority will restore such Personal Data at its own expense.
- 1.9. The Lead Authority and the Other Authorities will immediately and without undue delay notify all the Participating Partners if it becomes aware of:

- a) any accidental, unauthorised or unlawful processing of the Personal Data; or
  - b) any Personal Data Breach.
- 1.10. Where the Lead Authority becomes aware of (a) and/or (b) above, it shall, without undue delay, also provide the Participating Partners with the following information:
- a) description of the nature of (a) and/or (b), including the categories and approximate number of both Data Subjects and Personal Data records concerned;
  - b) the likely consequences; and
  - c) description of the measures taken, or proposed to be taken to address (a) and/or (b) above, including measures to mitigate its possible adverse effects.
- 1.11. Immediately following any unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. The [Participating Partners] [Lead Authority] will reasonably co-operate with the [Lead Authority's] [relevant Participating Partner's] handling of the matter, including:
- a) assisting with any investigation;
  - b) providing the Lead Authority with physical access to any facilities and operations affected;
  - c) facilitating interviews with the [Participating Partner's] [Lead Authority's] [Other Authorities] employees, former employees and others involved in the matter;
  - d) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Participating Partners; and
  - e) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or unlawful Personal Data processing.
- 1.12. The Participating Partners will not inform any third party of any Personal Data Breach without agreement of the Participating Partner's where the parties are acting as Joint Controllers or the relevant Participating Partner if the parties are acting as individual Controllers, except when required to do so by law.
- 1.13. The Lead Authority agrees that the Participating Partners acting as [Joint Controller] [individual Controllers] has the sole right to determine:
- a) whether to provide notice of the Personal Data Breach to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in the



Participating Partner's discretion, including the contents and delivery method of the notice; and

- b) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.

1.14. [The Lead Authority will cover all reasonable expenses associated with the performance of the obligations under clause 1.9 and clause 1.11 unless the matter arose from one of the Other Authority's specific instructions, negligence, wilful default or breach of this Agreement, in which case that Participating Partner will cover all reasonable expenses.]

1.15. [The Lead Authority will also reimburse the Participating Partners for actual reasonable expenses that the Participating Partners incurs when responding to a Personal Data Breach to the extent that the Lead Authority caused such a Personal Data Breach, including all costs of notice and any remedy as set out in clause 1.13.]

## **2. Access to Personal Data**

2.1. The Lead Authority shall ensure that access to the Personal Data is limited to:

- a) those employees, Service Providers [and Participating Partners] employees who need access to the Personal Data to meet the needs of this Agreement; and
- b) in the case of any access by any employees, Service Provider and Participating Partners employees, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties.

2.2. The Lead Authority shall ensure that its employees and the Service Providers:

- a) do not process Personal Data except in accordance with this Agreement and particularly the appendix to this Schedule
- b) are informed of the confidential nature of the Personal Data;
- c) have undertaken adequate training in the laws relating to and the use, care, protection and handling of Personal Data; and
- d) are aware both of the Lead Authority's duties and their personal duties and obligations under such laws and this Agreement.

2.3. The Lead Authority shall take reasonable steps to ensure the reliability of any of the Lead Authority's employees who have access to the Personal Data.

2.4. The Other Authorities shall ensure that their respective employees:

- a) do not process Personal Data except in accordance with this Agreement and particularly the appendix to this Schedule
- b) are informed of the confidential nature of the Personal Data;
- c) have undertaken adequate training in the laws relating to and the use, care, protection and handling of Personal Data; and
- d) are aware both of the Authority's duties and their personal duties and obligations under such laws and this Agreement.

2.5. The Other Authorities shall take reasonable steps to ensure the reliability of any of their employees who have access to the Personal Data.

## **3. Rights of the Data Subject**

- 3.1. The Lead Authority shall notify the Participating Partners within 1 working day if it
  - a) Receives a request from a Data Subject for access to their Personal Data.
  - b) Receives a request to rectify, block or erase any Personal Data;
  - c) Receives any other request, complaint or communication relating to the party's obligations under Data Protection Legislation
- 3.2. The Participating Partners shall provide the Lead Authority with full co-operation and assistance in relation to any request made in accordance with clause 3.1.
- 3.3. [The Lead Authority may disclose the requested Personal Data to a Data Subject in accordance with the Data Protection Legislation or to a third party where the law allows or with the consent of the Data Subject and shall notify the Participating Partners of the action taken]
- 3.4. [The Lead Authority may not disclose the requested Personal Data to a Data Subject in accordance with the Data Protection Legislation or to a third party where the law allows or with the consent of the Data Subject without the consent of the [Joint Controller] [the relevant Controller]

#### **4. Rights of the Participating Partners**

- 4.1. The Participating Partners is entitled, on giving at least 7 days' notice to the Lead Authority, to inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Lead Authority.
- 4.2. The requirement under clause 4.1 to give notice will not apply if the Participating Partners believes that the Lead Authority is in breach of any of its obligations under this Agreement.
- 4.3. The Lead Authority shall notify the Participating Partners within 1 working day if it;
  - a) Receives any communication from the Information Commissioner or any other regulatory Participating Partners in connection with Personal Data processed under this Agreement;
  - b) 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.
- 4.4. The Participating Partners shall provide such assistance as is reasonably requested by the Participating Partners to enable the Lead Authority to;
  - a) comply with a Data Subject Request and do so within the timescales set out in the Data Protection Legislation; or
  - b) Review and answer any request for information from the Information Commissioner's Office or other third party following a Data Loss Event; or
  - c) answer any request from the Information Commissioner's Office or any consultation by the Participating Partners with the Information Commissioner's Office.

## **5. Warranties**

- 5.1. The Lead Authority warrants that:
- a) it will process the Personal Data in compliance with the Data Protection Legislation and any other applicable laws, enactments, regulations, orders, standards and other similar instruments; and
  - b) it will take appropriate Protective Measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data.
- 5.2. [The Lead Authority shall notify the Participating Partners immediately if it becomes aware of any advance in technology and methods of working which mean that the Participating Partners may want to consider revising its security measures.]

## **6. Indemnity**

[The Lead Authority agrees to indemnify and keep indemnified and defend at its own expense the Participating Partners against all costs, claims, damages or expenses incurred by the Participating Partners or for which the Participating Partners may become liable due to any failure by the Lead Authority or its employees or agents to comply with any of its obligations under this Agreement.]

## **7. Appointment of sub-Lead Authorities**

- 7.1. Before allowing any Sub-Contractor to process any Personal Data related to this Agreement, the Lead Authority must:
- a) Notify the Participating Partners in writing of the intended Sub-Contractor and Processing;
  - b) Obtain the written consent of the Participating Partners
  - c) Enter into a written agreement with the Sub-Contractor which gives effect to the terms of this Schedule such as they apply to the Sub-Contractor; and
  - d) Provide the Participating Partners with such information about the Sub-Contractor as the Participating Partners may reasonably require.
- 7.2. The Lead Authority shall remain fully liable for all acts and omissions of any Sub-Contractor

## **8. Return or Destruction of Personal Data on Termination**

- 8.1. On any termination of this agreement for any reason or on expiry of the Term the Lead Authority shall as soon as reasonably practicable return or destroy (as agreed in writing by the Participating Partners) all Personal Data provided to it by the Participating Partners or collected by the Lead Authority on behalf of the Participating Partners in connection with this Agreement.
- 8.2. If the Participating Partners elects for destruction rather than return of the materials under clause 8.1 above, the Lead Authority shall as soon as reasonably practicable ensure that all copies of the Personal Data are deleted from the Lead Authority's systems and paper copies destroyed and within 7

days of the destruction of the Personal Data, shall send a written notice to the Participating Partners confirming the destruction of the Personal Data.

### Appendix - Purposes for which Personal Data shall be Processed

<b>Description</b>	<b>Details</b>
Subject matter of the processing	[ ]
Duration of the processing	For the terms of this agreement
Nature and purposes of the processing	[ ]
Type of Personal Data	[ ]
Categories of Data Subject	[ ]
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	retain the data in accordance with the Participating Partners retention schedule or as requested by the Data Subject during the term of the agreement and in accordance with clause 8 at the end of the agreement

THE COMMON SEAL OF THE )  
COUNCIL OF THE CITY OF GLOUCESTER )  
affixed hereto is authenticated )  
by the undersigned a person authorised )  
by the said council to act for that purpose )

Authorised Signatory

Executed as a Deed by )  
THE COMMON SEAL of CHELTENHAM )  
BOROUGH COUNCIL being affixed hereto and )  
authenticated by the undermentioned person )  
authorised by the Council to act for that purpose: hereto

Authorised Signatory

**THE COMMON SEAL** of **THE** )  
**COUNCIL FOR THE BOROUGH** )  
**OF TEWKESBURY** was affixed )  
in the presence of: )

Authorised Officer

**THE COMMON SEAL** of )  
**COTSWOLD DISTRICT** )  
**COUNCIL** was affixed in the )  
presence of: )

**THE COMMON SEAL** of )  
**FOREST OF DEAN DISTRICT** )  
**COUNCIL** was affixed in the )  
presence of: )

**THE COMMON SEAL of** )  
**STROUD DISTRICT COUNCIL** )  
was affixed in the presence of: )