Data Sharing Agreement (DSA)

Parties

- (1) THE NATIONAL TRUST FOR PLACES OF HISTORIC INTEREST OR NATURAL BEAUTY a registered charity in England and Wales with charity number 205846 whose registered office is at Heelis, Kemble Drive, Swindon, SN2 2NA, United Kingdom (the **Trust**) on its own behalf and on behalf of the Trust Group.
- (2) Shropshire Council on behalf of Shropshire Hills AONB Partnership whose registered office is at Unit 9, Dovers House, The Auction Yard, Craven Arms, Shropshire. SY7 9BZ (Local Authority).

Introduction

- A In the course of business, the Trust and the **Local Authority** may each process certain Shared Personal Data for the purposes set out in this Agreement.
- B The Parties wish to enter into this Agreement to ensure that appropriate terms are in place, as required under the Data Protection Laws in respect of that personal data processing activity.

Agreed terms

1. Interpretation

1.1. The following definitions and rules of interpretation apply in this Agreement.

Agreement	means this information sharing agreement.
Commencement Date	means the date that this Agreement is signed by the last party to this Agreement.
Commissioner	means the Information Commissioner's Office.
Confidential	means any information concerning the business, affairs, customer,
Information	clients or suppliers or the other party or of any member of the group of companies to which the other party belongs.
Controller	means an entity which, alone or jointly with others, determines the purposes and means of the processing of personal data.

Data Protection	means:
Laws	 (a) any and all applicable laws relating to the processing of personal data and privacy, including, to the extent applicable, the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the EU GDPR, the UK GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and (b) any successor or replacement legislation to the UK GDPR, the EU GDPR or the Data Protection Act 2018, as applicable; and (c) any applicable guidance and codes of practice, codes of conduct issued by the Commissioner or any other relevant supervisory authority, Member States, European Data Protection Board, or any other applicable association.
DPA	Means a data processing agreement in a form specified by the Trust.
Data Subject(s)	has the meaning given in the Data Protection Laws.
EU GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC.
GDPR	means, the EU GDPR or the UK GDPR, as applicable.
Independent Controller(s)	Means where each Party independently determines its own purposes of means of processing Personal Data.
Joint Controller(s)	Means where the Parties jointly determine the purposes and means of processing Personal Data.
Joint Controller Arrangements	Means the agreements or arrangements to which the Trust and the Local Authority are party and in respect of which the Trust and the Local Authority are Joint Controllers of the Shared Personal Data.
Joint Controller Purpose(s)	Means the purpose for processing Personal Data set out in Schedule 3.
Legal Basis	Means the grounds for processing Personal Data as set out in Article 6 GDPR.
Personal Data	has the meaning given in the Data Protection Laws.

Personal Data	Means a breach of security leading to the accidental or unlawful
Breach	destruction, loss, alteration, unauthorised disclosure of, or access to,
	personal data transmitted, stored or otherwise processed.
Processor	Means an entity which processes Personal Data on behalf of a
	Controller.
Shared Personal	means the Personal Data processed by each of the Parties whether as
Data	Joint Controllers or Independent Controllers under this Agreement as
	set out in Schedule 1.
Special	Means Personal Data revealing racial or ethnic origin, political
Category	opinions, religious or philosophical beliefs, or trade union
Personal Data	membership, genetic data, biometric data, data concerning health,
	data concerning a person's sex life or sexual orientation or criminal
	convictions and offences data.
Special	Means the exemptions from the prohibition on Special Category
Category Legal	Personal Data as set out in Article 9 GDPR, for special category
Basis	personal data and Article 10 GDPR for criminal convictions and
	offences data.
Standard	means, as the case may be, the standard contractual clauses for
Contractual	transfers of personal data outside the UK as approved by the
Clauses	Commissioner, from time to time or the standard contractual clauses
	for transfers of personal data outside the EU as approved by the
	European Commission, from time to time.
Trust Group	the National Trust for places of historic interest or natural beauty, a
	charity registered in England and Wales, Charity Number 205846 and
	its subsidiaries from time to time including National Trust Enterprises
	Limited, Historic House Hotels Ltd and National Trust (Renewable
	Energy) Ltd.
UK GDPR	As defined in section 3(10) of the Data Protection Act 2018.

- 1.2. The schedules and appendices 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 and appendices.
- 1.3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.4. A reference to a statute or statutory provision is a reference to it as amended, replaced, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.5. A reference to writing or written includes email.
- 1.6. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.7. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Commencement and Duration

- 2.1. This Agreement shall commence on the Commencement Date and shall continue until terminated in accordance with clause 7.
- 2.2. Each Party shall designate a representative, who shall be authorised to represent each Party in respect of this Agreement. Each Party shall ensure that its representative shall respond to the other Party within a reasonable time in the event that it receives a communication, enquiry, request or notice from the other Party under this Agreement and, in the event that that communication relates to a Personal Data Breach in respect of the Shared Personal Data in accordance with clause 6.19, that representative shall respond to the other Party within 24 hours of receipt of that communication.

3. Compliance with Laws

- 3.1. Each Party shall comply with the Data Protection Laws in respect of its processing of Personal Data pursuant to this Agreement, including in respect of the Shared Personal Data.
- 3.2. Each Party agrees that they shall not do or omit to do anything which would cause the other Party to be in breach of its obligations under the Data Protection Laws.

4. Controller to Processor Data Sharing

4.1. In the event that the Local Authority acts as a Processor for the Trust in respect of the Shared Personal Data, the Local Authority shall enter into the DPA with the Trust.

5. Controller to Controller Data Sharing

- 5.1. In the event that each Party is an Independent Controller in respect of the Shared Personal Data, this clause 5 shall apply.
- 5.2. The purposes for which the Trust may process the Shared Personal Data as an Independent Controller are those purposes set out in Schedule 2 Part A and such other purposes as may be notified to the Local Authority by the Trust from time to time ('Trust Processing Purposes'). The purposes for which the Local Authority may process the Shared Personal Data as an Independent Controller are as set out in Schedule 2 Part B, as may be amended by agreement in writing between the Parties ('Local Authority Processing Purposes').
- 5.3. To the extent reasonably required by the Trust, the Local Authority shall assist the Trust in fulfilling its obligations under the Data Protection Laws, which may include:
 - 5.3.1. ensuring that the Shared Personal Data is accurate and up to date;
 - 5.3.2. providing all such fair processing information to the data subjects of that Shared Personal Data as shall be required under the Data Protection Laws relating to the Trust Processing Purposes;
 - 5.3.3. ensuring that it obtains such valid and up to date consent, from data subjects of the Shared Personal Data as are required under the Data Protection Laws to enable the Trust to undertake the Trust Processing Purposes; and the Local Authority shall promptly provide the Trust with written records of all such consents on request;
 - 5.3.4. ensuring that all transfers of Shared Personal Data from the Local Authority to the Trust comply with the Data Protection Laws; and
 - 5.3.5. ensuring that the Trust shall not be in breach of the Data Protection Laws by processing the Shared Personal Data for the Trust Processing Purposes.
- 5.4. The Parties each agree to provide such assistance as is reasonably required by the other Party to enable the other Party to:
 - 5.4.1. comply with requests from data subjects to exercise their rights under the Data Protection Laws, within the time limits imposed by the Data Protection Laws; and

- 5.4.2. respond to and effectively deal with any notifications, requests or other correspondence received from an applicable supervisory authority, such as the Information Commissioner's Office in the UK.
- 5.5. Where the Local Authority has received the Shared Personal Data from the Trust, the Local Authority shall:
 - 5.5.1. Not retain or process the Shared Personal Data for longer than is necessary to carry out the Local Authority Processing Purposes;
 - 5.5.2. Ensure that any Shared Personal Data, including any copies of the Shared Personal Data in its possession or control are, at the Trust's option, returned to the Trust or destroyed, on the earlier of:
 - a) Where the processing of the Shared Personal Data is no longer necessary for the Local Authority Processing Purposes; or
 - b) on termination or expiry of this Agreement; and
 - 5.5.3. Only use the Shared Personal Data for the Local Authority Processing Purposes.

6. Joint Controllers

- 6.1. In the event that the Parties process the Shared Personal Data as Joint Controllers pursuant to a Joint Controller Arrangement, this clause 6 shall apply.
- 6.2. The Parties agree that the contact point for data subjects of the Shared Personal Data shall be **National Trust John Adams.**Fair and lawful processing
- 6.3. The Parties agree that the Legal Basis for processing and, where applicable, the Special Category Legal Basis, in respect of each of the Joint Controller Purposes shall be as set out in Schedule 3.
- 6.4. Each Party shall only process the Shared Personal Data for the Joint Controller Purposes, unless otherwise agreed by the Parties in writing.
- 6.5. Each Party shall comply with the Data Protection Laws in respect of its processing of the Shared Personal Data.

Transparent Processing

- 6.6. The Party that collects the Shared Personal Data directly from the data subject or from a third party (other than the other Party to this Agreement) shall be responsible for providing the data subject of the Shared Personal Data with a fair processing notice setting out:
 - 6.6.1. All of the information required under Article 13 or 14 GDPR (as applicable) relating to the Joint Controller Purposes;
 - 6.6.2. The essence of the arrangement between the Parties set out in this clause 6 relating to the processing of the Shared Personal Data, including the respective obligations of each Party.

Data Subject Rights

- 6.7. If a data subject makes a request to exercise any of its rights under the Data Protection Laws ('Rights Request') to either Party under this Agreement, the Party that receives the Rights Request ('Receiving Party') shall notify the other Party of the particulars of the Rights Request, including providing a copy of the relevant Rights Request, without undue delay, and in any event within 2 working days of receiving the Rights Request.
- 6.8. Each Party shall carry out any searches and investigations in relation to those systems and records under its control, which may be required in order to enable the Parties to comply with the Rights Request.
- 6.9. The other Party shall provide the Receiving Party with a copy of all Personal Data arising from the searches undertaken in accordance with clause 6.8, at least 10 working days prior to the deadline for responding to the data subject.
- 6.10. The Receiving Party shall review the information arising from its own searches undertaken in accordance with clause 6.8 and the information provided to it by the other Party under clause 6.9, shall determine how to comply with the Rights Request and shall draft a response to the requesting data subject ('Draft Response').
- 6.11. The Receiving Party shall notify the other party of any steps or actions it needs to take in order to comply with the Rights Request and shall send its Draft Response to the other Party, at least 5 working days prior to the deadline for responding to the data subject.
- 6.12. The other Party shall provide any comments on the Draft Response or otherwise confirm its agreement to the Draft Response, at least 3 working days prior to the

deadline for responding to the data subject. The Parties shall discuss in good faith to agree any changes to the Draft Response. In the event that the Parties are unable to agree any changes to the Draft Response, the Receiving Party shall make the final decision on the contents of the Draft Response.

- 6.13. The Receiving Party shall send the Draft Response to the requesting data subject in advance of the deadline for responding to the data subject.
- 6.14. Each Party shall take all necessary steps and actions as may be required to comply with the Rights Request, as determined by the Receiving Party in accordance with clause 6.10, in advance of the deadline for responding to the data subject.

Appointing Processors

- 6.15. Where a Party engages a third party Processor to process Shared Personal Data, it shall:
 - 6.15.1.Enter into a data processing agreement incorporating all the provisions required under Article 28 GDPR with that third party Processor; and
 - 6.15.2. Remain fully liable to the other Party for the acts and omissions of the third party Processor.
- 6.16. Where a Party ('Data Exporter') wishes to transfer the Shared Personal Data to a country outside the UK or EEA (as applicable), the Data Exporter shall be responsible for ensuring that there are appropriate safeguards in place, as required under the Data Protection Laws, in respect of that transfer.

Governance Requirements

- 6.17. In respect of the Joint Processing Purposes, the Local Authority shall:
 - 6.17.1.maintain a record of processing activities pursuant to Article 30 of the GDPR; and
 - 6.17.2.carry out such data protection impact assessments as may be required in respect of the Joint Processing Purposes, pursuant to Article 35 of GDPR;

Data Security

6.18. Each Party shall, in respect of the Shared Personal Data, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and

- the nature, scope, context and purposes of processing as well as the risk and varying likelihood and severity for the rights and freedoms of natural persons.
- 6.19. If a Party to this Agreement becomes aware of a Personal Data Breach in respect of the Shared Personal Data, whether suffered by the that Party, the other Party or a third party Processor appointed by either Party, that Party shall immediately notify the other Party's representative of the Personal Data Breach, together with such information about the Personal Data Breach of which it is aware at the time of that notification.
- 6.20. The Party that suffered the Personal Data Breach, whether itself or via a Processor that it engaged, (the 'Notifying Party') shall immediately use its best endeavours to end the Personal Data Breach and to mitigate the impact of the Personal Data Breach on data subjects.
- 6.21. The Notifying Party carry out such investigations as may be required, to determine the nature and scope of the Personal Data Breach and to enable it to determine whether the Personal Data Breach is reportable under Article 33 GDPR (to the relevant supervisory authority) or Article 34 GDPR (to affected data subjects) ('Reportable Breach'). The other Party shall provide such reasonable assistance to the Notifying Party to enable it to comply with its obligations under this clause.
- 6.22. The Notifying Party shall determine, in consultation with the other Party, whether the Personal Data Breach is a Reportable Breach.
- 6.23. If the Notifying Party determines that a Personal Data Breach is a Reportable Breach, the Notifying Party shall provide a draft copy of any proposed reports or communications ('Proposed Report') in respect of the Personal Data Breach to the other Party at least 12 hours before any deadline to make any such report. The Parties shall discuss in good faith to agree any changes to the Proposed Report. In the event that the Parties are unable to agree any changes to the Proposed Report, the Notifying Party shall make the final decision on the contents of the Proposed Report ('Final Report').
- 6.24. The Notifying Party shall send the Final Report to the supervisory authority or to data subjects, as appropriate, within any deadline for responding.
 - Requests notifications (other than Rights Requests)
- 6.25. In the event that any request, enquiry or notification (other than a Rights Request) is received by a Party ('Receiving Party') in respect of the Shared Personal Data from a data subject, a supervisory authority or a third party, the Receiving Party

- shall, without undue delay, provide a copy of such request and any proposed response to the other Party.
- 6.26. The Parties shall discuss in good faith to agree any changes to the proposed response. In the event that the Parties are unable to agree any changes to the proposed response, the Receiving Party shall make the final decision on the contents of the proposed response and shall be responsible for responding to the relevant request, enquiry or notification.

Liability

- 6.27. Without prejudice to Article 82 GDPR, each Party ('Indemnifying Party') shall indemnify the other Party ('Indemnified Party') in full and on demand, in respect of any costs, claims, liabilities or expenses (including legal costs) suffered or incurrent by the Indemnified Party as a direct result of any failure by the Indemnifying Party to comply with this Agreement or the Data Protection Laws.
- 6.28. Where such claim under the indemnity in clause 6.27 relates to a claim for compensation by a data subject, no party may claim under that indemnity unless it has consulted with the Indemnifying Party in good faith, in advance, regarding any defence to any such claims, suits, actions, proceedings or liabilities and, where such indemnification relates to a settlement agreed by the Indemnified Party has agreed such settlement with the Indemnified Party in advance.

7. Termination

- 7.1. This Agreement shall terminate or expire:
 - 7.1.1. On at least 30 days' prior written notice given by the Trust to the Local Authority; or
 - 7.1.2. In the event that clause 6 applies to this Agreement, on the date that the Parties no longer process the Shared Personal Data for the Joint Controller Purpose pursuant to the Joint Controller Arrangement.
- 7.2. On termination or expiry of this Agreement for any reason any and all licences granted by the Trust to the Local Authority shall immediately expire.

8. Entire Agreement

This Agreement, together with any DPA entered into between the Parties, constitutes the entire agreement between the parties relating to its subject matter and supersedes and

extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

9. Further Assurance

At its own expense, each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably by required for the purpose of giving full effect to this Agreement.

10. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11. Severance

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 deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

12. Third Party Rights

- 12.1. Unless it expressly states otherwise, and subject to Clause 12.2 below, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 12.2. The benefit of the provisions of this Agreement as they apply to the Controller may be enforced by the National Trust for Places of Historic Interest or Natural Beauty (Registered Charity Number 205846) and any entity controlled by such organisation.

13. Counterparts

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.

14. Notices

- 14.1. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:
 - 14.1.1.delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its address at the top of this Agreement; or
 - 14.1.2. sent by email to the address notified to the other party in writing.
- 14.2. Any notice shall be deemed to have been received:
 - 14.2.1.If delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 14.2.2.if sent by pre-paid first-class post or other next business day delivery services, at 9.00 am on the second business day after posting or at the time recorded by the delivery service.
 - 14.2.3. if sent by email, at 9.00am on the next business day after transmission.
- 14.3. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15. Governing Law and Jurisdiction

- 15.1. 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 England and Wales.
- 15.2. Each party irrevocably agrees that the courts of England and Wales 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.

Schedule 1

Shared Personal Data

Description of the <u>categories of the data</u> <u>subjects</u> in the Shared Personal Data processed for those purposes Please specify the categories of data subject	⋈ NT Employees□ NT Job Applicants⋈ NT Supporters (Members, Donors, Visitors, Customers)
whose Personal Data shall be processed.	⋈ NT Tenants⋈ NT Volunteers⋈ Press⋈ Public
	☐ Other (please specify)
Description of the <u>categories of Personal</u> <u>Data</u> in the Shared Personal Data processed for those purposes Please specify the type of Personal Data that shall be processed including any special	Standard ⊠ Contact details (e.g. name, email, postal address, telephone/mobile) □ Date of birth □ Driving licence details □ Education & qualifications
categories of Personal Data.	Gender ☐ Identifiable photos, images or audio ☐ Marketing consent and preferences ☐ Nationality ☐ Online identifier, IP address ☐ Opinions about the data subject ☐ Related to / next of kin ☐ Signature ☐ Social media posts ☐ Supporter or other ID number ☐ Vehicle Registration ☐ Bank account details ☐ Children's (under 18) personal data ☐ Criminal convictions ☐ Location data (from mobile or device) ☐ Payment card details ☐ Safeguarding report ☐ Staff disciplinary ☐ Genetic or biometric data ☐ Health ☐ Political opinions ☐ Race, ethnicity ☐ Religious or philosophical beliefs ☐ Sex life or sexual orientation ☐ Trade union membership ☐ Other ☐ Other (please specify) Enter other details

Schedule 2

Independent Controllers

Part A: Trust Processing Purposes

Purposes for which the Shared Personal Data shall be processed	To enable the National Trust participation and sharing of information in the Stepping
Please specify the scope, nature and purposes for which the Trust intends to process the Shared Personal Data.	Stones partnership.

Part B: Local Authority Processing Purposes

<u>Purposes</u> for which the Shared Personal Data shall be processed	To enable the Shropshire Hills AONB Partnership participation and sharing of
Please specify the scope, nature and purposes for which the Local Authority intends to process the Shared Personal Data.	information in the Stepping Stones partnership.

Schedule 3

Joint Controller Purpose

Purposes for which the Personal Data shall be processed in the Shared Personal Data processed for those purposes Please specify the scope, nature and purposes for which the Data Processor intends to process the Personal Data.	N/A
Lawful Basis for which the Shared Personal Data shall be processed Please specify the relevant prescribed Lawful Basis that applies in respect of the processing of the Shared Personal Data for each of the purposes set out above.	 ☑ Consent ☐ Contract ☐ Legal obligation ☐ Vital interest ☐ Public interest ☐ Legitimate interest Enter explanation
Where applicable, Special Category Justification for which the Shared Personal Data shall be processed Where special category Personal Data is processed as part of the Shared Personal Data please specify the relevant prescribed Special Category Justification (GDPR Article 9) that applies for each of the purposes set out above.	 □ a) Explicit consent □ b) Employment, social security, social protection law □ c) Vital interests □ d) Legitimate activities with appropriate safeguards □ e) Manifestly made public by data subject □ f) Establishment, exercise of defence of legal claims

\square g) Substantial public interest
\square h) Preventative or occupational medicine
\square i) Public interest in the area of public
health
\square j) Archiving purposes in the public
interest, scientific or historical research
Enter explanation or 'N/A' if no special category data

Schedule 4 Additional Information (for information only, not legally binding)

Primary National Trust Contact The main point of contact at the National Trust for the management of this Agreement.	John Adams Project Coordinator
Scale of processing The number (order of magnitude) of individuals whose personal data will be shared over the next 12 months under this Agreement.	☐ Tens☑ Hundreds☐ Thousands☐ Millions

Signed for and on behalf of THE NATIONAL TRUST FOR PLACES OF HISTORIC INTEREST OR NATURAL BEAUTY



Name of National Trust signatory	Marcus Halliwell
Date of National Trust signature	15/09/2023
Signed by Director for and on behalf of Shropshire Hills AONB Partnership	Philip Holden
Name of Local Authority signatory	Phil Holden
Date of Local Authority signature	01/09/2023