

SERVICE LEVEL AGREEMENT

For the provision of services by the Environmental Health Department of XXXX Council to the Drinking Water Inspectorate for Northern Ireland

BETWEEN:

- (1) XXXX Council of (insert Council address) (hereinafter known as 'The Council')
and
- (2) Drinking Water Inspectorate for Northern Ireland acting on behalf of the
Department of Agriculture, Environment and Rural Affairs (DAERA) of
Klondyke Building, Cromac Avenue, Belfast, BT7 2JA (hereinafter referred to
as DWI) together known as 'the Parties'.

1.0 LEGISLATIVE BACKGROUND AND AUTHORISATION

- 1.1 This agreement outlines the arrangement between the Drinking Water Inspectorate for Northern Ireland and XXXX Council, appointed as a competent person, for the purpose of undertaking on behalf of the DWI risk assessments and sampling of private water supplies under The Private Water Supplies Regulations (Northern Ireland) 2017.
- 1.2 The [*'Drinking water and health: a guide for public and environmental health professionals and for those in the water industry in Northern Ireland'*](#)¹ document (hereinafter referred to as 'the Framework'), produced by the Drinking Water and Health Liaison Group outlines the roles and responsibilities of the key partner organisations and provides the basis for this agreement.

2.0 TERMS OF AGREEMENT

- 2.1 The Agreement shall replace the current agreement from the date of signature by both parties and shall remain in force for a period of two years (unless terminated in

¹ Drinking Water and Health – A guide for public and environmental health professionals and for those in the water industry in Northern Ireland.
<https://www.niwater.com/sitefiles/resources/pdf/reports/2020/guidancedocumentondrinkingwaterandhealth2020.pdf>

accordance with 2.2). At the expiry of the two year period, the parties may agree to extend the SLA on a bi-annual basis thereafter.

- 2.2 The Agreement may be terminated or not extended (as in Section 2.1) by either party on 12 months' written notice.
- 2.3 The Agreement shall be reviewed at least every two years, or on request at any time by either party (in accordance with Section 12.0). Any revised Agreement must have the approval of both Parties.
- 2.4 Any dispute in relation to the operation of the Agreement can be raised at the Annual Meeting (Section 7) for resolution. Any dispute requiring urgent resolution should be raised in writing by the relevant signatory(s) to the Chief Inspector of Drinking Water for resolution.

3.0 OBJECTIVES

- 3.1 The objectives of the Agreement are to establish administrative provision under which the Council will provide the professional services of council staff in roles where they are acting as agents of the DWI. It will enable the Council to provide sampling, risk assessment, and investigatory services, including staff and resources to DWI as defined in 3.2, and to define each party's role, responsibilities and obligations as detailed in the Annex A to this document. It will enable the DWI to individually authorise the Council to carry out duties on their behalf.
- 3.2 The services being provided by each of the Parties hereto are as listed below hereinafter referred to as the "Services". Further detail of the exact nature of the Services being provided is set out in Annex A hereto.

- **Private Supplies Registration**
- **Private Supplies Risk Assessment (including reviews)**
- **Private Supplies Sampling**
- **Private Supplies Investigations**
- **Private Supplies Training / Competency**

4.0. OPERATING PROCEDURES FOR THE COUNCIL

- 4.1 The Council shall ensure that delivery of the Services is carried out expeditiously and competently, in accordance with such timescales, conditions and costs as may be agreed with DWI.
- 4.2 The Council shall use reasonable endeavours to ensure that the staff resources necessary to discharge the Services are available.
- 4.3 Both the DWI and the Council have a legal obligation for the Health and Safety of their respective staff. The Parties hereto shall take all reasonable steps to ensure that all employees involved with the Services comply with the requirements of the Health & Safety at Work (Northern Ireland) Order 1978 and such other regulations as required.

5.0. OPERATING PROCEDURES FOR DRINKING WATER INSPECTORATE (DWI)

- 5.1 DWI is responsible for specifying the exact nature of the service required of the Council; monitoring the delivery of these services in accordance with this Agreement and subject to satisfactory completion of services, ensuring payment of agreed costs within 30 days from receipt of invoice.
- 5.2 DWI will issue quarterly invoice requests to the Council detailing the sampling and risk assessments undertaken in the previous quarter (3 months).
- 5.3 An annual programme of sampling will be issued by 31 December each year. This schedule will be subject to review and updated at least quarterly.
- 5.4 DWI will provide the Council with training, equipment and all sampling kit consumables as required to conduct sampling and risk assessments of registered private water supplies.
- 5.5 DWI will provide technical advice and guidance to the Council in relation to private water supplies.

- 5.6 All council staff carrying out duties on behalf of the DWI should be individually authorised by the DWI to perform those duties. A sample authorisation document is attached at Annex B.

6.0. BILLING ARRANGEMENTS

- 6.1 The Council will provide quarterly invoices to DWI based on the invoice requests issued by DWI for each quarter. DWI will ensure invoices are paid within 30 days of receipt.
- 6.2 The Chief Inspector of Drinking Water in consultation with the Council through Environmental Health NI (EHNI) will agree a Schedule of Fees which would be standard for all Councils.
- 6.3 The Schedule of Fees is given in Annex C and shall be updated in line with the review of this SLA, with the agreement of both Parties.

7.0 ANNUAL MEETING & ONGOING ENGAGEMENT

- 7.1 DWI will engage with the Council through Environmental Health (NI) (EHNI) and agree the membership and Terms of Reference for a Drinking Water Working Group. DWI will attend the EHNI every two years or as required at the request of either party. The Drinking Water Working Group will meet annually to discuss the provision of services covered by this agreement.
- 7.2 All day-to-day matters relating to the services covered by this Agreement shall be conducted by officers of either party operating under the terms of the Agreement.

8.0 CONFIDENTIALITY

- 8.1 Information relating to private drinking water supplies will be subject to the requirements of the Data Protection Act. All information received by or gathered by the Parties as a result of performing the Services shall be held in accordance with the Parties' respective Records Management / Information policy. A Data Sharing Agreement will be signed between the parties outlining how the information which is shared is stored and used.

9.0 LIABILITY

Each Party shall indemnify and keep indemnified, the other, against all claims, proceedings actions, damages, legal costs, expenses, fines, penalties, demands, loss or damage and any other liabilities, howsoever arising, whether in contract, tort, under statute, common law or otherwise directly or indirectly out of or in the course of or in connection with any provision or failure to provide those Services set out in this Agreement which are the responsibility of that party.

10.0 COMPLAINTS

If a complaint is received by either party in respect of the services carried out under this agreement, the Party receiving the complaint will inform the other in writing and the Parties will agree which Party will investigate the complaint.

11.0 FORCE MAJEURE

Neither party to this Agreement shall be liable to the other or shall be held to be in breach of this Agreement to the extent that it is prevented, hindered or delayed in the performance or observation of its obligations hereunder due to any cause beyond its control (including industrial action, strike, walk out, riot, civil disobedience, inclement weather, inability to obtain supplies, accident, pandemic or any other contingency whatsoever beyond its reasonable control).

12.0 AGREEMENT VARIATIONS

Both parties may request amendments to the scope of Services at any time by submitting a written request to the other party. Any variations will be made only with the consent of both Parties in writing. PROVIDED ALWAYS that DWI can agree that a variation can be implemented across all local Councils in Northern Ireland.

13.0 DISPUTE RESOLUTION

A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect.

The Parties shall use all reasonable efforts to resolve any dispute that may arise under this SLA through good faith negotiations. Each party shall nominate a senior representative of its management to meet at any mutually agreed location to resolve the dispute.

Where an attempt to resolve any dispute under this SLA and where initial contact between representatives of management of either Party has failed, the matter will be escalated to a discussion between a member of senior management from both parties hereto.

14.0 CONFLICT OF INTEREST

In the circumstances where the Council is providing the Service on premises which are in the ownership or control of the Council it is acknowledged that there may be a conflict of interest arising. The Council shall inform the DWI, if it believes that there may be a conflict of interest. The DWI shall, in consultation with the Council provide such staff as are necessary to assist with or carry on the Services in order to investigate a failure on the Council premises.

15.0 GOVERNING LAW

It is hereby agreed that this Agreement shall be governed by Northern Ireland law and that the Courts of Northern Ireland shall have exclusive jurisdiction in all matters arising hereunder.

16.0 AUTHORISATION

16.1 The authorised person² within the council and the Chief Inspector of Drinking Water authorise this agreement.

Council	Print Name	Signature	Position
<i>[Insert the position of relevant authorised person for XXXX Council]</i>			

Drinking Water Inspectorate	Print Name	Signature
Chief Inspector of Drinking Water for Northern Ireland	Catriona Davis	

16.2 The Agreement will take effect from *[Insert Date]*

² Chief Executive, Head of Service, or Director as appropriate

OPERATIONAL DELIVERY OF SERVICES**Private Supplies Registration****Councils to:**

- Advise DWI of new private water supplies when identified;
- Inform DWI of any changes to registered private supplies;
- Provide information on the annual review of the register of supplies and potential new supplies within required timescales.

Drinking Water Inspectorate to:

- Provide private water supply registration forms for completion;
- Notify council of newly registered supplies where received directly and provide copies of completed registration forms;
- Provide details of registered sites and any known potential new supplies to councils annually for review;
- Manage and maintain register of private water supplies.

Private Supplies Risk Assessment**Councils to:**

- Liaise with owner/users to collate information in preparation for the risk assessment;
- Undertake site visit to carry out risk assessment of private water supply;
- Complete/review a risk assessment of private water supply within the required timeframe (within 6 months for new supplies, and review every 5 years or sooner if circumstances change at a site or following an event);
- Follow up with owner/user on any information outstanding to complete risk assessment/review of the supply.

Drinking Water Inspectorate to:

- Provide methodology and guidance for completion of risk assessments;
- Provide electronic system for collation of risk assessment information;
- Provide historical data, where available, in preparation for risk assessment;
- On request, accompany councils on completion of risk assessments.

Private Supplies Sampling

Councils to:

- Liaise with the appointed contractor on the receipt and storage of sample bottles;
- Collect, transport and store samples in accordance with guidance provided by DWI;
- Undertake on-site testing with validated instrumentation and in line with the manufacturer's instructions for equipment being used;
- Ensure accurate completion of field sheets;
- Care for and store sampling kit and meters in accordance with manufacturer's instructions;
- Provide on-site meters for annual validation by DWI and sampling kits for inspection if required;
- Ensure consumables within sample kit are within expiry date;
- Advise DWI or appointed contractor as soon as possible if unable to collect scheduled samples;
- Adopt a flexible approach and liaise with DWI and the appointed contractor in the collection of scheduled monthly compliance samples.

Drinking Water Inspectorate to:

- Provide sampling kits and appropriate meters to councils for the purpose of sampling registered private supplies;
- Replenish sampling consumables on an annual basis or sooner if required;
- Validate on-site meters annually;
- Provide guidance on sampling and identification of appropriate sample points;
- Provide annual sampling schedule for the year and at least quarterly updates;
- Through contractor, arrange the provision of the necessary sample bottles and field sheets for the collection of samples each month;
- Adopt a flexible approach and liaise with councils and the appointed contractor in the collection of scheduled monthly compliance samples.

Private Supplies Investigations

Councils to:

- Provide points of contact to be notified in the event of failure;
- Notify owners/users of sample failures and provision of public health advice where DWI are unable to make contact;

- Adopt a flexible approach and liaise with DWI and the appointed contractor in the collection of resamples or other adhoc samples to ensure they are taken in a timely manner and in response to any public health concerns;
- Work in conjunction with DWI and other agencies in the investigation of failures as outlined in the Framework referred to in Section 1.2;
- Follow-up with owners/users to ensure the ongoing protection of public health.

Drinking Water Inspectorate to:

- Adopt a flexible approach and liaise with councils and the appointed contractor in the collection of resamples or other adhoc samples to ensure they are taken in a timely manner and in response to any public health concerns;
- To notify and liaise on public health failures to Public Health Agency;
- Provide onward advice in relation to public health to councils;
- Accompany council staff, on request, to investigate failures;
- Work in conjunction with council and other agencies in the investigation of failures as outlined in the Framework referred to in Section 1.2.

Private Supplies Training/Competency


Councils to:

- Permit only competent, authorised staff to undertake sampling and risk assessments;
- Complete designated DWI training courses to ensure ongoing competency in relation to private water supplies;
- Maintain appropriate auditable training records for staff;
- Facilitate DWI audits to ensure competency under the regulations.

Drinking Water Inspectorate to:

- Authorise all individual Council staff to carry out duties on behalf of the DWI;
- Provide staff undertaking sampling and risk assessments of private water supplies with the necessary training to ensure competency;
- Provide technical support/guidance in relation to risk assessments and private water supplies in general;
- Conduct annual audit of the service provided.

SAMPLE AUTHORISATION DOCUMENT

 <p>Card No.PWSXXX</p> <p>Expires: XX/XX/XXXX</p> <p>THE WATER AND SEWERAGE SERVICES (NORTHERN IRELAND) ORDER 2006: ARTICLE 124 RIGHTS OF ENTRY</p> <p>THE PRIVATE WATER SUPPLIES REGULATIONS (NORTHERN IRELAND) 2017:</p> <p>REGULATION 7—RISK ASSESSMENT</p> <p>REGULATION 12—SAMPLING</p>	<p>Issued by: The Department of Agriculture, Environment and Rural Affairs Northern Ireland Environment Agency Klondyke Building Cromac Avenue Gasworks Business Park Belfast BT7 2JA Tel No. 0845 302 0008</p> <p>and if found should be returned to this address or handed in to your local police station</p>
<p>This is to certify that is authorised to act on behalf of The Department of Agriculture, Environment and Rural Affairs to exercise and perform the powers and duties conferred upon him/her by the aforementioned legislation and as detailed below:</p> <p>..... Authorised Officer (DAERA)</p>	<p>Rights of entry, under Article 124 of The Water & Sewage Services Order (Northern Ireland) 2006 to enter any premises for the purpose of Regulation 7 Requirement to carry out a Risk Assessment and of Regulation 12 Sampling and Analysis under The Private Water Supplies Regulations (Northern Ireland) 2017.</p>

Each Officer's Warrant card will reflect their level of authorisation

SCHEDULE OF FEES

Activity	Unit Cost
Scheduled Sample Collection	£75/sample
Resample Collection (Investigation)	£75/sample
Completion of Full Risk Assessment	£450/risk assessment
Review of Risk Assessment (with site visit)	£200/risk assessment review
Review of Risk Assessment (without site visit)	£100/risk assessment review

SCHEDULE OF AMENDMENTS

Version Number	Issue Date	Detail of amendments from previous version	
		Section	Amendment
1.0	17 May 2017	N/A	
2.0	27 May 2020	1.2	Updated link to most recent version of Drinking Water and Health Guidance Document
		2.1	Replace <i>'take effect from'</i> with <i>'replace the current agreement'</i>
		3.2	Insert <i>'including reviews'</i> after <i>'Private Supplies Risk Assessment'</i>
		6.3	Replace <i>'from time to time with the agreement of both Parties'</i> with <i>'in line with the review of this SLA'</i>
		7.1	Replace paragraph
		8.0	Insert <i>'A Data Sharing Agreement will be signed between the parties outlining how the information which is shared is stored and used.'</i>
		11.0	Insert <i>'pandemic'</i>
		Annex A, Page 9: Private Supplies Investigations	Replace paragraph
		Annex B	Updated references to year of Regulations
		Annex C	Replace <i>Updated Schedule of Fees</i>
		Annex D	Insert new Annex



DATA SHARING AGREEMENT BETWEEN

**Northern Ireland Environment Agency, (NIEA)
Drinking Water Inspectorate (DWI)**

And

**Local Council Environmental Health
Departments**

1.	<p>Parties to the agreement</p> <table border="1"> <tr> <td data-bbox="280 289 943 531"> DAERA, NIEA, Drinking Water Inspectorate Klondyke Building, Cromac Avenue, Gasworks Business Park, Malone Lower, Belfast, BT7 2JA. </td><td data-bbox="943 289 1505 531"> Environmental Health Departments of Northern Ireland Councils </td></tr> </table>	DAERA, NIEA, Drinking Water Inspectorate Klondyke Building, Cromac Avenue, Gasworks Business Park, Malone Lower, Belfast, BT7 2JA.	Environmental Health Departments of Northern Ireland Councils
DAERA, NIEA, Drinking Water Inspectorate Klondyke Building, Cromac Avenue, Gasworks Business Park, Malone Lower, Belfast, BT7 2JA.	Environmental Health Departments of Northern Ireland Councils		
2.	<p>Introduction</p> <p>This document is an agreement which governs the transfer and sharing of information collected and retained by local Council Environmental Health Departments (EHDs) on behalf of the Drinking Water Inspectorate (DWI) to the DWI. It covers the need for routine or recurring transfers or access, including those where personal information is included in the transfer, as a requirement of the Service Level Agreement(s) between EHDs and DWI.</p> <p>The terms Data Controller, Personal Data, Data Processor, Data Subject and Information Commissioner shall take the meaning as set out in the General Data Protection Regulations.</p> <p>For the purpose of this agreement DWI, shall be declared Data Controller and EHDs, the Data Processor.</p> <p>Information to be transferred will include details of owners and users of private water supplies and information concerning compliance with drinking water quality regulations. As it can be difficult to determine the class of a private water supply owner or user (e.g. some may be sole-traders, limited companies, public bodies and some are private householders) all information will be treated as though it is personal data.</p>		
3.	<p>Purpose</p> <p>The information that is shared between the EHDs and DWI will be used to measure compliance with The Water and Sewerage Services (NI) Order 2006 and The Private Water Supplies Regulations (NI) Order 2017 (the Regulations).</p> <p>DWI, as the enforcing authority, is responsible for the enforcement of drinking water legislation and is required to take appropriate enforcement action to ensure the water supplied by a relevant person in relation to a private water supply (PWS) meets the requirements of the Regulations and is safe. Personal information is therefore required to identify a relevant person.</p> <p>The shared information enables the DWI to maintain a record of PWS sites and manage the risk assessment and monitoring programme for these supplies as required under the Regulations.</p>		

	<p>The information to be shared is that detailed on the PWS Registration Form and will include name and contact details of PWS owners and users, as well as information relating to monitoring results and risk assessments for which DWI is the regulatory authority.</p> <p>Not sharing this data could result in an unsafe PWS being used for drinking water and other domestic uses, posing a risk to public health.</p> <p>A Privacy Impact Assessment has been completed.</p>
4.	<p>Legal Basis for Data Sharing</p> <p>The DWI is permitted to collect this information as the regulatory authority for the following legislation:</p> <ul style="list-style-type: none"> • The Water and Sewerage Service (NI) Order 2006 • The Private Water Supplies Regulations (NI) 2017 <p>EHDs staff provide a service to DWI under a Service Level Agreement. This includes obtaining/processing personal data on behalf of the DWI. It is DWI that determines the manner or purpose of how the personal data is processed. The permitted use of this data is detailed in the DAERA Privacy Statement.</p> <p>Relevant laws, government directives and any current contracts for supply (if applicable) are acknowledged as binding, including:</p> <ul style="list-style-type: none"> • The Data Protection Act (1998) • The Freedom of Information Act (2000) • The Environmental Information Regulations 2004 <p>The Data Protection Act 1998 imposes a legal duty to protect any personal information collected from or about members of the public. This means that any personal information supplied will be processed principally for the purpose for which it has been provided.</p> <p>DWI and EHDs have a statutory duty to process personal data in compliance with the Data Protection Act.</p>
5.	<p>Organisations Involved</p> <p>EHDs will transfer information to the DWI and DWI will transfer information to EHDs.</p>
6.	<p>Data to be Shared</p> <p>Information provided in respect of and as a requirement of the SLA between EHDs and DWI are as follows:</p>

	<ul style="list-style-type: none"> • Contact details (including name, full address details, and telephone numbers) of private water supply owners and users (or other relevant persons) for sites which the DWI is the regulatory authority. • Grid reference of PWS source, volume used, purpose of the supply at the site. • Schematic layout of the supply source, treatment and distribution • Monitoring schedule and test results. • Risk assessment information • Letters and general correspondence on the data subject. • All relevant information required by the DWI to carry out its role as the regulatory authority. • All relevant information required by the DWI for audit purposes, • Investigation reports and information relating to potential and ongoing enforcement generated. <p>The information is gathered from the relevant person(s) responsible for the PWS by EHDs on behalf of DWI. Information may be shared or transferred between the parties to this agreement on an ongoing basis, as sites are identified and require to be registered or as communications are issued in relation to monitoring results, risk assessments etc. Only information required to meet the requirements of the Regulations should be gathered and shared or transferred.</p>
7.	<p>Information use</p> <p>EHDs will only use this information for the purposes for which it is collected. They will collect information on behalf of DWI. No information collected on behalf of DWI should be released to a third party without the express written authority of DWI.</p> <p>DWI will primarily use the information collected in relation to implementing the requirements of the Regulations. DWI may also use this information for other legitimate purposes in line with the Freedom of Information Act (2000) and The Environmental Information Regulations 2004 where such disclosure is in the public interest. Local councils will inform DWI of information requests it receives relating to DWI data.</p>
8.	<p>Requests for information</p> <p>DWI will retain responsibility for handling requests for information under DPA, FOI, and EIR. DWI will apply all necessary checks prior to the release of information to identify exemptions, including the Public Interest test.</p>
9.	<p>Responsibilities of each party</p> <p>Under this agreement, DWI is the Data Controller and EHDs are the Data Processors.</p>

	<p>DWI and EHDs should ensure that:</p> <ul style="list-style-type: none"> • unauthorised staff and other individuals are prevented from gaining access to personal data; • visitors are received and supervised at all times in areas where personal data is stored; • all computer systems that contain personal data be password-protected (the level of security should depend on the type of data held, but ensure that only those who need to use the data have access) • appropriate training is provided for the staff who access the information; • workstation/PC are not left signed on when not in use; • all disks, tapes or printouts are locked securely away when not in use; • all new software is virus-checked prior to loading onto a Council machine; • no personal data is transmitted by open email; • paper files are stored in secure locations and only accessed by those who need to use them; • personal data is not disclosed to anyone other than the Data Subject unless you have the Data Subject's consent, or it is a registered disclosure, required by law, or permitted by a Data Protection Legislation exemption; • no information is left on public display in any form; sensitive material is locked away safely at the end of each day; • No information is exploited for commercial purposes; • Crown Copyright and any intellectual property rights are invested in the information provided;
10.	<p>Security</p> <p>How will data be shared? Data will be transferred in a format compatible with DWI information technology systems. This includes transfer electronically via the Risk Assessment Web Application – (each user has a unique password), via email across the secure government network and occasionally in paper format via post or hand delivered (i.e. at meetings), in all cases an acknowledgement of receipt will be provided.</p> <p>Information will be protectively marked in line with Government Security Classifications.</p> <p>Information will be transferred/shared on both a routine and ad hoc basis. As data processor EHDs will process information as detailed in their Privacy Notices.</p> <p>DAERA Privacy Statement DWI takes data protection, freedom of information and environmental information issues seriously. It takes care to ensure that any personal information supplied to it is dealt with in a way which complies with the requirements of the Data Protection Act</p>

	<p>1998. This means that any personal information supplied will be processed principally for the purpose for which it has been provided.</p> <p>However, the Department is under a duty to protect the public funds it administers, and to this end may use the information you have provided for this purpose. It may also share this information with other bodies responsible for the audit or administration of public funds, in order to prevent and detect fraud.</p> <p>In addition, the Department may also use it for other legitimate purposes as outlined in the DAERA Privacy Statement.</p>
11.	<p>Retention and disposal</p> <p>The Private Water Supplies Regulations (NI) 2017 require that records for sampling an analysis be retained for 30 years, and all other information in relation to the site be retained for 10 years according to information retention procedures.</p> <p>Records are retained according to DAERA's record retention schedule which is reviewed annually.</p>
12.	<p>Security incidents or data breaches</p> <p>Processing means any operation performed on data including obtaining, recording, retaining, retrieving, analysing, matching with other datasets, using, disclosing.</p> <p>Data means information which:</p> <ul style="list-style-type: none"> a) is being processed by means of equipment operating automatically in response to instructions given for that purpose, b) is recorded with the intention that it should be processed by means of such equipment, c) is recorded as part of a relevant filing system or with the intention that it should form part of a relevant filing system, d) does not fall within paragraph (a), (b) or (c) but forms part of an accessible record as defined by section 68; or e) is recorded information held by a public authority and does not fall within any of paragraphs (a) to (d). <p>Each party must be fully engaged in the resolution of an incident by assisting in the investigation being carried out by the responsible partner.</p> <p>DWI will report any breaches of the agreement immediately, as "incidents", according to the DAERA Incident Management procedure. EHDs will report any breach of the agreement to DWI immediately and in accordance with the Council Security Incident Procedure.</p>

13.	<p>Review/Termination of Data Sharing Agreement</p> <p>This agreement will be reviewed every two years in line with the review of the SLA and can only be amended with agreement of both parties.</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>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 on behalf of Drinking Water Inspectorate</p> <p>-----</p> <p>Name (block capitals): CATRIONA DAVIS</p> <p>Date:</p> <p>Signed on behalf of [Partner Business Name]</p> <p>-----</p> <p>Name (block capitals):</p> <p>Date:</p>