

## **SERVICE LEVEL AGREEMENT**

**For the provision of services by:**

**The Environmental Health Department of**

**Mid Ulster District Council**

**to The Drinking Water Inspectorate for Northern Ireland**

### **BETWEEN:**

- (1) Mid Ulster District Council of Council Offices, Circular Road, Dungannon, BT71 8DT (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'.**

## 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
3.0	15 December 2021	Appendix 1	<p>Amendment to Section 8.1:</p> <ul style="list-style-type: none"> <li>• Insert wording <i>'2018 and the UK General Data Protection Regulation'</i> after <i>'Data Protection Act'</i></li> <li>• Replace the wording <i>'A Data Sharing Agreement'</i> with <i>'A Data Processing Contract (Appendix 1).'</i></li> </ul> <p>Insert the word <i>'processed /'</i> before <i>'shared'</i></p> <p>Add Appendix 1 – Data Processing Contract</p> <p>Remove Schedule of Amendments from Annex D to front of document</p>
		Annex A	Amendments to Annex A: Private Supplies Risk Assessments; Private Supplies Investigations; Private Supply Training / Competency

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## 1.0 LEGISLATIVE BACKGROUND AND AUTHORISATION

- 1.1 This agreement outlines the arrangement between the Drinking Water Inspectorate for Northern Ireland and Mid Ulster District 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'](#)<sup>1</sup> 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 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.

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<sup>1</sup> 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>

### **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 2018 and the UK General Data Protection Regulation. 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 Processing Contract (Appendix 1) will be signed between the parties outlining how the information which is processed / 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 person<sup>2</sup> within the council and the Chief Inspector of Drinking Water authorise this agreement.

Council	Print Name	Signature
<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	<b>CATRIONA DAVIS</b>	

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

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<sup>2</sup> Chief Executive, Director or Head of Service, 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 or critical failure as instructed by DWI);
- Follow up with owner/user on any information outstanding to complete risk assessment/review of the supply;
- Recommend risk assessment actions to DWI.

#### 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;
- Verify and agree risk assessment actions;

- Issue agreed actions to supply owner;
- Follow-up with supply owner to ensure risk assessment actions implemented;
- Instruct councils on when to complete a risk assessment for new supplies and when to review a risk assessment for existing supplies (every 5 years or sooner if circumstances change at a site or following an event or critical failure).

### **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;
- 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;
- Accompany DWI staff on request, to investigate failures;
- Follow-up with owners/users to ensure the ongoing protection of public health.

### Drinking Water Inspectorate to:

- Take the lead role in private water supply investigations. Where Councils have a regulatory duty (eg. food / H&S) both Parties will collaborate to achieve compliance through the most appropriate legislation;
- Notify owners / users of sample failures and provide public health advice;
- 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;
- 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;
- Advise DWI of council staff training needs.

### 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 training for council staff on request and as required to enable Council to fulfil its responsibilities and obligations under the Service Level Agreement with DWI;
- Provide technical support/guidance in relation to risk assessments and private water supplies in general;
- Conduct annual audit of the service provided within parameters of audit terms of reference.

**SAMPLE AUTHORISATION DOCUMENT**



Card No.PWSXXX  
Expires:  
XX/XX/XXXX

THE WATER AND SEWERAGE SERVICES (NORTHERN IRELAND) ORDER 2006:  
ARTICLE 124 RIGHTS OF ENTRY

THE PRIVATE WATER SUPPLIES REGULATIONS (NORTHERN IRELAND) 2017:  
REGULATION 7—RISK ASSESSMENT  
REGULATION 12—SAMPLING

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

if found should be returned to this address or handed in to your local police station

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:  
.....  
Authorised Officer (DAERA)

**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.**

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

## SCHEDULE OF FEES

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





## **DATA PROCESSING CONTRACT**

**Between**

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

**And**

**Northern Ireland Councils'  
Environmental Health Departments (EHDs)**

1.0	<b>Parties to the Agreement</b>	
	DAERA, NIEA, Drinking Water Inspectorate, Klondyke Building, Cromac Avenue, Gasworks Business Park, Malone Lower, Belfast, BT7 2JA.  <b>(the Data Controller)</b>	Northern Ireland Councils', Environmental Health Departments  <b>(the Data Processor)</b>
	<p>HAVE AGREED on the following Contractual Clauses (the Clauses) in order to meet the requirements of the Data Protection Act 2018 (DPA 2018) and UK General Data Protection Regulation (UK GDPR) to ensure the protection of the rights of the data subject.</p> <p>Each organisation referred to in this document is a 'Party'; together 'Parties'.</p>	
2.0	<p><b>Introduction</b></p> <p>The Contract relates to <b>the provision of Services by Northern Ireland Councils' Environmental Health Departments (EHDs) to the Drinking Water Inspectorate (DWI) for Northern Ireland as outlined in the Service Level Agreement (SLA) between the Parties.</b></p> <p>The Clauses set out the rights and obligations of the Data Controller and the Data Processor, when processing data, including personal data<sup>3</sup> on behalf of the Data Controller.</p> <p><b>For the purpose of this agreement, the DWI is the Data Controller and EHDs are the Data Processors.</b></p> <p>The Clauses have been designed to ensure the Parties' compliance with Part 3 of the DPA 2018. The terms <b>Controller</b> and <b>Processor</b> are defined in Section 32 of the DPA 2018.</p> <p>The Data Controller determines the purposes and means of the processing of data, including personal data. The Data Processor will process data, including personal data on behalf of the Data Controller in accordance with the Clauses. The Clauses shall take priority over any similar provisions contained in other agreements between the Parties. The Clauses shall be retained in writing, including electronically, by both Parties.</p> <p>The Clauses shall not exempt the Data Processor from obligations to which the Data Processor is subject pursuant to the UK General Data Protection Regulation (the UK GDPR) or other legislation.</p>	
3.0	<p><b>Purpose</b></p> <p>The primary purpose for processing the information referred to in the Clauses is for <b>law enforcement</b><sup>4</sup> purposes as defined in Section 31 of the DPA 2018.</p> <p>The DWI has a legal vires to collect this information as the regulatory authority for:</p>	

<sup>3</sup> 'personal data' means any information relating to an identified or identifiable living individual ('data subject'); an identifiable living individual means a living individual who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual; **data subject** means 'the identified or identifiable living individual to whom personal data relates.' (S3(5) DPA 2018)

<sup>4</sup> 'The prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, including the safeguarding against the prevention of threats to public security.'

	<ul style="list-style-type: none"> <li>• The Water and Sewerage Service (NI) Order 2006;</li> <li>• The Private Water Supplies Regulations (NI) 2017;</li> <li>• The Water Supply (Water Quality) Regulations (NI) 2017; and,</li> <li>• The Water Supply (Domestic Distribution Systems) Regulations (NI) 2010.</li> </ul> <p>The information that is processed by the EHDs on behalf of DWI will be used to assess compliance with the legislation.</p> <p>DWI also has a duty under the legislation to provide <b>advice and guidance</b> to owners and users of individual private water supplies that are exempt from the monitoring requirements. This may require EHDs to share personal information to enable DWI to fulfil this duty.</p> <p>EHDs may hold similar information for the purposes of law enforcement under other statutory obligations (eg food safety legislation). This is outside the scope of these Clauses, however where the information processed by EHDs on behalf of DWI is not independently collected by councils and has the potential to impact on public health under other statutory obligations for which the council has a regulatory duty, that information will be shared in the interests of <b>public health protection</b>.</p>
4.0	<p><b>Legal purpose for Data Processing / Sharing</b></p> <p>As the competent authority for the enforcement of drinking water legislation, DWI is required to take appropriate enforcement action to ensure the water supplied by a ‘relevant person’<sup>5</sup> in relation to a private water supply (PWS) meets the requirements of the regulations and is safe.</p> <p>Personal information is therefore required to identify a ‘relevant person’. As it can be difficult to determine the category 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> <p>Information to be processed / shared will include details of owners and users of a PWS and information concerning compliance with drinking water quality regulations.</p> <p>The processed / shared information enables 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 processed / shared is that which is detailed on the PWS Registration Form as detailed in <b>Clause 6.0</b>.</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 and a breach of the drinking water legislation.</p>

<sup>5</sup> “relevant person” means – (a) the owner or occupier (who may be the same or different persons) of premises which are supplied with water for domestic or food production purposes by means of a private supply; (b) the owner or occupier (who may be the same or different persons) of land on which any part of the supply is situated; (c) any other person who exercises powers of management or control in relation to that supply. (Private Water Supplies Regulations (NI) 2017)

5.0	<p><b>Organisations Involved</b></p> <p>The Parties to the Agreement are outlined in <b>Clause 1.0</b></p> <p>EHDs will process information on behalf of, and share information with DWI and DWI will share information with EHDs.</p>
6.0	<p><b>Data to be Processed / Shared</b></p> <p>Information processed<sup>6</sup> / shared in respect of and as a requirement of the SLA between DWI and EHDs is as follows:</p> <ul style="list-style-type: none"> <li>• Contact details (including name, full address details, and telephone numbers) of PWS owners and users (or other relevant persons) for sites, of which DWI is the regulatory authority;</li> <li>• Location and description of the supply, including the grid reference of the PWS source;</li> <li>• Nature of the premises, volume used, number of persons served, purpose of the supply at the site;</li> <li>• Schematic layout of the supply source, treatment and distribution,;</li> <li>• Monitoring schedule and test results;</li> <li>• Risk assessment information;</li> <li>• Letters and general correspondence on the data subject;</li> <li>• All relevant information required by DWI to carry out its role as the regulatory authority;</li> <li>• All relevant information required by DWI for audit purposes; and,</li> <li>• Investigation reports and information generated relating to potential and ongoing enforcement.</li> </ul> <p>The information is gathered from the relevant person(s) responsible for the PWS by EHDs on behalf of DWI, or it may be gathered directly by DWI and shared with EHDs.</p> <p>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; as monitoring is required according to the annual schedule; communications are issued in relation to monitoring results; risk assessments are completed; during completion of the annual review; when advice is provided to sites etc.</p> <p>The Regulations require monitoring information to be retained for at least 30 years, however there is no such requirement to retain personal information for this period of time. Personal information will be removed from the site record where a site ceases to operate or where it is no longer relevant to the regulatory duty that DWI has in relation to the site, eg historical information of a relevant person after 10 years.</p>

<sup>6</sup> 'Processing' means any operation or set of operations which is performed on information, or on sets of information, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

7.0	<p><b>Duty of Confidence</b></p> <p>EHDs shall only grant access to the personal data being processed on behalf of DWI to persons under the Data Processor's authority or are under an appropriate statutory obligation of confidentiality, and only on for the purposes of law enforcement or provision of advice and guidance under drinking water legislation. The list of persons to whom access has been granted shall be kept under periodic review, and the Data Controller can withdraw such access to personal data if access is no longer necessary. Where access is withdrawn, personal data shall consequently not be accessible anymore to those persons.</p>
8.0	<p><b>Information use</b></p> <p>EHDs will process the information on behalf of DWI. DWI will primarily only use the information for the purposes for which it is collected as detailed in <b>Clause 3.0</b>.</p> <p>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 and in compliance with DAERA Privacy Statement referred to in <b>Clause 4.0</b>.</p> <p>No information collected on behalf of DWI should be released to a third party without the express written authority of DWI. EHDs will inform DWI of any information requests it receives relating to DWI data, and will refer that request to DWI for a response where that data is not publically available in accordance with <b>Clause 11.0</b>.</p>
9.0	<p><b>Responsibilities of Each Party</b></p> <p><b>9.1 The Rights and Obligations of DWI (the Data Controller):</b></p> <p>DWI is responsible for ensuring that the processing of personal data takes place in compliance with the UK GDPR and DPA 2018.</p> <p>DWI has the right and obligation to make decisions about the purposes and means of the processing of personal data.</p> <p>DWI shall be responsible, among others, for ensuring that the processing of personal data, which the Data Processor is instructed to perform, has a legal basis.</p> <p><b>9.2 The Rights and Obligations of the EHDs (Data Processor):</b></p> <p>The EHDs shall only process data on documented instructions from DWI. Subsequently instructions can also be given by the Data Controller throughout the duration of the processing of personal data, but such instructions shall always be documented and kept in writing, including electronically, in connection with the Clauses.</p> <p>The EHDs shall immediately inform DWI if instructions given by the Data Controller, in the opinion of the EHDs, contravene the UK GDPR or DPA 2018.</p> <p>The EHDs shall assist DWI by appropriate technical and organisation measures, insofar as this is possible, in the fulfilment of the DWI's obligations to:</p>

- Keep personal data secure;
- Notify personal data breaches to the supervisory authority;
- Notify personal data breaches to the data subjects;
- Carry out data protection impact assessments (DPIAs) when required;
- Consult the supervisory authority where a DPIA indicates there is a high risk that cannot be mitigated; and
- Respond to subject access requests for exercising the data subject's rights laid down in Chapter III UK GDPR.

This requires that the EHDs shall, insofar as this is possible, assist DWI in the DWI's compliance with:

- The right to be informed when collecting personal data from the data subject;
- The right to be informed when personal data has not been obtained from the data subject;
- The right of access by the data subject;
- The right to rectification;
- The right to erasure (the right to be forgotten);
- The right to restriction of processing;
- Notification obligation regarding rectification or erasure of personal data or restriction of processing;
- The right to data portability;
- The right to object; and
- The right not to be subject to a decision based solely on automated processing, including profiling

In addition to the EHD's obligation to assist DWI, the EHD shall furthermore, taking into account the nature of the processing and the information available to the EHD, assist the DWI in ensuring compliance with:

- The Data Controller's obligations to notify the Competent Supervisory Authority in the event of a data breach as detailed in **Clause 14.0**;
- The Data Controller's obligation to without undue delay communicate the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons;
- The Data Controller's obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a data protection impact assessment); and
- The Data Controller's obligation to consult the competent supervisory authority, the Information Commissioner's Office prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the Data Controller to mitigate the risk.

<p><b>10.0</b></p>	<p><b>Use of Sub-processors</b></p> <p>The EHDs shall meet the requirements specified in Article 28(2) and (4) UK GDPR in order to engage another processor (a sub-processor).</p> <p>The EHDs shall therefore not engage another processor (sub-processor) for the fulfilment of the Clauses without the prior specific written authorisation of the DWI.</p> <p>The EHDs shall engage sub-processors solely with the specific prior authorisation of the DWI. The EHDs shall submit the request for specific authorisation at least 28 working days prior to the engagement of the concerned sub-processor. There are currently no sub-processors approved by DWI for use by EHDs.</p> <p>Where the EHDs engages a sub-processor for carrying out specific processing activities on behalf of the DWI, the same data protection obligations as set out in the Clauses shall be imposed on that sub-processor by way of a contract or other legal act under domestic law, in particular providing sufficient guarantees to implement appropriate technical and organisation measures in such a manner that the processing will meet the requirements of the Clauses and UK GDPR.</p> <p>The EHDs shall therefore be responsible for requiring that the sub-processor at least complies with the obligations to which the EHDs is subject pursuant to the Clauses and the UK GDPR.</p> <p>A copy of such a sub-processor agreement and subsequent amendments shall, at the DWI's request, be submitted to the DWI, thereby giving the DWI the opportunity to ensure the same data protection obligations as set out in the Clauses are imposed on the Sub-processor. Clauses on the business related issues that do not affect the legal protection content of the Sub-processor agreement, shall not require submission to the DWI.</p> <p>The EHDs shall agree a third-party beneficiary clause with the Sub-processor where, in the event of bankruptcy of the Data Processor, the DWI shall be a third party beneficiary to the Sub-processor agreement and shall have the right to enforce the agreement against the Sub-processor to delete or return the personal data.</p> <p>If the Sub-processor does not fulfil their data protection obligations, the EHDs shall remain fully liable to the DWI as regards the fulfilment of the obligations of the Sub-processor. This does not affect the rights of data subjects under the UK GDPR, in particular those unforeseen in Articles 79 and 82 GDPR, against the DWI and the EHDs, including the Sub-processor.</p>
<p><b>11.0</b></p>	<p><b>Requests for information</b></p> <p>DWI will retain responsibility for handling requests for information under DPA 2018, FOI, and EIR where the requested information is not publicly available. DWI will apply all necessary checks prior to the release of information to identify exemptions, including the Public Interest test.</p> <p>Where a request for information is submitted to EHDs, and that information is publicly available or published by DWI, the EHDs shall provide that information or links to where it can be found directly to the requestor and inform DWI accordingly.</p>

	<p>It is the responsibility of the Data Processors to assist the Data Controller with responding to Subject Access Requests using appropriate technical and organisational measures.</p>
<p><b>12.0</b></p> <p><b>12.1</b></p> <p><b>12.2</b></p>	<p><b>Security of Processing</b></p> <p><b>How will data be shared?</b></p> <p>Information will be transferred / shared on both a routine and ad hoc basis.</p> <p>As Data Processor, EHDs will process information as instructed by DWI.</p> <p>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>Where necessary, information will be protectively marked in line with <u>Government Security Classifications</u> (Official, Secret, and Top Secret).</p> <p>DWI and EHDs shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk as outlined in Article 32 of UK GDPR. DWI shall evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. Depending on their relevance, the measures may include the following:</p> <ul style="list-style-type: none"> <li>• Pseudonymisation and encryption of personal data;</li> <li>• The ability to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;</li> <li>• The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;</li> <li>• A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.</li> </ul> <p>DWI shall also evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. To this effect, the DWI shall provide the EHDs with all information necessary to identify and evaluate such risks.</p> <p><b>DWI and EHDs shall ensure that:</b></p> <ul style="list-style-type: none"> <li>• Unauthorised staff and other individuals are prevented from gaining access to personal data;</li> <li>• Visitors are received and supervised at all times in areas where personal data is stored;</li> <li>• 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);</li> <li>• Appropriate training is provided for the staff who access the information;</li> <li>• Workstations / PCs are not left signed on when not in use;</li> <li>• All disks, tapes or printouts are locked securely away when not in use;</li> </ul>



<p><b>12.3</b></p>	<ul style="list-style-type: none"> <li>• All new software is virus-checked prior to loading onto a Council machine;</li> <li>• No personal data is transmitted by open email;</li> <li>• Paper files are stored in secure locations and only accessed by those who need to use them;</li> <li>• 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;</li> <li>• No information is left on public display in any form; sensitive material is locked away safely at the end of each day;</li> <li>• No information is exploited for commercial purposes; and</li> <li>• Crown Copyright and any intellectual property rights are invested in the information provided.</li> </ul> <p><b>DAERA Privacy Statement</b></p> <p>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 DPA 2018. 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 this Act.</p> <p>The Department however, is also under a duty to protect the public funds it administers, and to this end may use the information provided by EHDs 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 <u>DAERA Privacy Statement</u>.</p> <p>A Data Protection Impact Assessment (DPIA) screening assessment has been completed and determined a full DPIA is not required for this Contract.</p>
<p><b>13.0</b></p>	<p><b>Retention and Disposal</b></p> <p>The Private Water Supplies Regulations (NI) 2017 require that records for sampling and 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. Data relating to subjects should only be retained by the EHDs whilst the site is in operation and requires active data processing. When the site is removed from the requirements of the Regulations and the Order (no longer using a private water supply), the EHD will be advised in writing by the DWI and Clause 15 will be enacted.</p> <p>Information processed on behalf of DWI by EHDs in relation to other regulations shall be dealt with in a similar manner and disposed of after 10 years.</p>
<p><b>14.0</b></p>	<p><b>Notification of a Personal Data Breach</b></p>

	<p>In case of any personal data breach, the EHDs shall, without undue delay after having become aware of it, notify DWI of the personal data breach.</p> <p>The EHD's notification to DWI shall, take place without undue delay and in any case within 24 hours after the EHDs has become aware of the personal data breach to enable the DWI to comply with the Data Controller's obligation to notify the personal data breach to the Competent Supervisory Authority, within 72 hours as required by Article 33 of UK GDPR.</p> <p>In accordance with <b>Clause 9.2</b>, the EHDs shall assist the DWI in notifying the personal data breach to the Competent Supervisory Authority, meaning that the EHD is required to assist in obtaining the information listed below which, pursuant to Article 33(3) UK GDPR, shall be stated in the DWI's notification to the Competent Supervisory Authority:</p> <ul style="list-style-type: none"> <li>• The nature of the Personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;</li> <li>• The name and contact details of the Data Protection Officer or other contact where further information may be obtained;</li> <li>• The likely consequences of the personal data breach;</li> <li>• The measures taken or proposed to be taken by the DWI to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.</li> </ul> <p>The EHDs must be fully engaged in the resolution of an incident by assisting in the investigation being carried out by DWI.</p> <p>DWI will report any data breaches immediately, according to the DWI Information Loss Handling Plan.</p>
<p><b>15.0</b></p>	<p><b>Audit and Inspection</b></p> <p>The EHDs shall make available to DWI all information necessary to demonstrate compliance with the obligations laid down in Article 28 and the Clauses and allow for and contribute to audits, including inspections, conducted by DWI or another auditor mandated by DWI.</p> <p>Procedures applicable to the DWI's audits, including inspections, of the Data Processor and Sub-processors are specified in Annex 1 of the SLA.</p> <p>The Data Processor shall be required to provide the supervisory authorities, which pursuant to applicable legislation have access to the DWI's and EHD's facilities, or representatives acting on behalf of such supervisory authorities, with access to the Data Processor's physical facilities on presentation of appropriate identification.</p>
<p><b>16.0</b></p>	<p><b>Commencement and Termination of Data Processing Agreement</b></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. The Clauses shall become effective on the date of both Parties signature.</p> <p>Both Parties shall be entitled to require the Clauses to be renegotiated if changes to the law or inexpediency of the Clauses should give rise to such renegotiation.</p> <p>The Clauses shall apply for the duration of the provision of data processing services. For the duration of the provision of personal data processing services, the Clauses cannot be</p>

	<p>terminated unless other Clauses governing the provision of the personal data processing services have been agreed between the Parties.</p> <p>If the provision of data services is terminated, and the personal data is deleted or returned to the DWI pursuant to <b>Clause 17.0</b> (erasure and return of data), the Clauses may be terminated by written notice by either party.</p>
<p><b>17.0</b></p>	<p><b>Erasure and Return of Data</b></p> <p>On termination of the provision of data processing services, the EHDs shall be under obligation to delete all personal data processed on behalf of DWI and certify to DWI that is has been done in a secure manner and in accordance with the security requirements of Article 32 of the UK GDPR.</p>
<p><b>18.0</b></p>	<p><b>Indemnity</b></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>
<p><b>19.0</b></p>	<p><b>Signatures</b></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 (<b>Data Controller</b>)</p> <p>-----</p> <p>Name (block capitals): <b>CATRIONA DAVIS</b></p> <p>Date:</p> <p>Signed on behalf of Local Council Environmental Health Department (<b>Data Processor</b>)</p> <p>-----</p> <p>Name (block capitals):</p> <p>Date:</p>

## Notification of Data Breach by Data Processor to Data Controller

The Processor shall notify the Controller without undue delay after becoming aware of **any** data breach. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

<b>Date &amp; Time of Notification</b>	
<b>Name &amp; Contact of Person Making Notification</b>	
<b>Extent Nature and cause of the data / information loss</b>	
Describe the nature of the data breach including where possible: <ul style="list-style-type: none"> <li>• the categories and approximate number of data subjects concerned</li> <li>• the categories and approximate number of <b>personal data records</b> concerned</li> </ul>	
<b>Contact Details</b>	
Name and contact details of the data protection officer or other contact point where more information can be obtained	
<b>Cause</b>	
Detail the cause of the data loss: <ul style="list-style-type: none"> <li>• What happened</li> <li>• Human error</li> <li>• IT system failure</li> <li>• Fraud</li> <li>• Theft</li> </ul>	
<b>Containment and Recovery</b>	
Has it been stopped? Has the data been recovered? Damage limitation?	
<b>Consequences</b>	
Detail the likely consequences of the data breach; <ul style="list-style-type: none"> <li>• Did it include <b>personal data</b>?</li> <li>• Did it include <b>sensitive personal data</b>?</li> </ul>	
<b>Data Subjects</b>	
Who is affected? Have they been informed?	
<b>Actions taken</b>	
Measures taken / proposed by the Processor to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects	