



## Terms of Collaboration

### Between

**Her Majesty's Land Registry**, of Trafalgar House, 1 Bedford Park, Croydon CR0 2AQ ("HMLR"); and

**NAME OF AUTHORITY, of ADDRESS** (the "Authority").

### 1) Key Objectives

- 1.1 The Authority agrees to make its complete dataset of Local Land Charges (LLC) records, including both the textual and spatial elements ("**Authority Data**"), available to HMLR for data analysis purposes.
- 1.2 HMLR will use the Authority Data for the following purposes ("**Purpose**"):
  - 1.2.1 to assist the Authority in preparing its LLC data for migration to HMLR's LLC Register by analysing the Authority Data and identifying those areas where the data is not currently suitable for migration;
  - 1.2.2 to identify areas where the Authority needs to undertake work to prepare its data for migration to HMLR's LLC Register;
  - 1.2.3 to identify areas where the Authority Data can be enhanced or normalised during migration by the application of agreed business rules;
  - 1.2.4 to prepare a report(s) summarising the outcome of the analysis.
- 1.3 The parties agree that these Terms of Collaboration are limited to the activities associated with the Purpose and that a further agreement will be required between HMLR and the Authority at the relevant time to record the additional activities associated with the formal migration of the Authority's LLC register to HMLR's LLC Register.

### 2) Authority Responsibilities

- 2.1 The Authority will extract the digital data held in its systems and send the Authority Data to HMLR via a secure means of transfer agreed between the parties.
- 2.2 The Authority agrees to discuss the Authority Data and results of the analysis with HMLR and collaborate with HMLR to achieve the Purpose.

### 3) Proposed timeline

- 3.1 Subject to paragraph 4.3, HMLR shall use the Authority Data in connection with the Purpose for a maximum period of 12 months from the date of these Terms of Collaboration (or such further period as agreed in writing between the parties).
- 3.2 Subject to the provisions set out in paragraph 5, the Authority agrees that HMLR may retain Authority Data to the extent that it forms part of any reports produced in connection with the Purpose.

#### **4) Charges and Liabilities**

- 4.1 Except as otherwise provided the parties shall each bear their own costs and expenses incurred in complying with their obligations under these Terms of Collaboration.
- 4.2 It is agreed that performance of the data analysis and associated activities by HMLR will not result in any payment under the new burdens doctrine, because HMLR has agreed to perform the data analysis at no cost to the Authority, so there is no net additional cost falling on the Authority.
- 4.3 The Authority acknowledges and accepts that there is no obligation on HMLR to perform the activities associated with the Purpose and that the performance of any such activities (and timescales) will be at the sole discretion of HMLR and is dependent on the availability of HMLR resource.
- 4.4 The Authority agrees and accepts that nothing contained in these Terms of Collaboration shall affect its obligation to maintain its LLC register and the Authority shall remain solely responsible for its LLC register.
- 4.5 The Authority agrees and accepts that no liability shall fall on HMLR for any actions or steps the Authority may choose to take in relation to its LLC register as a result of these Terms of Collaboration and the performance of the activities associated with the Purpose.

#### **5) Data Protection**

Each party shall ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data including the Data Protection Legislation (as defined below).

#### **Definitions**

**Authority Personal Data:** means Personal Data contained within Authority Data and processed by HMLR as a Processor for the purposes described in Annex A;

**Law:** means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Parties are bound to comply;

**HMLR Personnel:** means all directors, officers, employees, agents, consultants and

contractors of HMLR and/or of any Sub-Contractor engaged in the performance of its obligations under this agreement;

**Data Protection Legislation:** (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to processing of Personal Data and privacy; (iii) all applicable Law about the processing of Personal Data and privacy;

**Data Protection Impact Assessment:** an assessment by the Controller of the impact of the envisaged processing on the protection of Authority Personal Data.

**Controller, Processor, Data Subject , Personal Data , Personal Data Breach , Data Protection Officer** take the meaning given in the GDPR.

**Data Loss Event:** a Personal Data Breach impacting Authority Personal Data.

**Data Subject Request:** a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation in relation to Authority Personal Data about them.

**DPA 2018:** Data Protection Act 2018

**GDPR:** the General Data Protection Regulation (Regulation (EU) 2016/679)

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

**Processing Purposes:** the purposes for Processing the Authority Personal Data as identified in Annex A

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

**Sub-processor:** any third party appointed to process Authority Personal Data on behalf of HMLR related to this agreement.

- 5.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and HMLR is the Processor of the Authority Personal Data. The only processing of the Authority Personal Data that HMLR is authorised to do is listed in Annex A by the Authority and may not be determined by HMLR.
- 5.2 HMLR shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- 5.3 HMLR shall provide reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:
  - 5.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;
  - 5.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Purpose;

- 5.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
  - 5.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Authority Personal Data.
- 5.4 HMLR shall, in relation to any Authority Personal Data processed in connection with its obligations under these Terms of Collaboration:
- 5.4.1 process that Authority Personal Data only in accordance with Annex A, unless HMLR is required to do otherwise by Law. If it is so required HMLR shall promptly notify the Authority before processing the Authority Personal Data unless prohibited by Law;
  - 5.4.2 ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
    - 5.4.2.1 nature of the data to be protected;
    - 5.4.2.2 harm that might result from a Data Loss Event;
    - 5.4.2.3 state of technological development; and
    - 5.4.2.4 cost of implementing any measures;
  - 5.4.3 ensure that:
    - 5.4.3.1 HMLR Personnel do not process Authority Personal Data except in accordance with these Terms of Collaboration (and in particular Annex A);
    - 5.4.3.2 it takes all reasonable steps to ensure the reliability and integrity of any HMLR Personnel who have access to the Authority Personal Data and ensure that they are subject to appropriate confidentiality undertakings with HMLR or any Sub-processor;
  - 5.4.4 not transfer Authority Personal Data outside of the EU unless the following provisions are fulfilled:
    - 5.4.4.1 the Authority or HMLR has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Authority;
    - 5.4.4.2 the Data Subject has enforceable rights and effective legal remedies; and
    - 5.4.4.3 HMLR complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Authority Personal Data that is transferred (or, if it is not so bound, uses its reasonable endeavours to assist the Authority in meeting its obligations);
  - 5.4.5 on completion of the Processing Purposes, delete or return Authority Personal Data (and any copies of it) to the Authority unless HMLR is required by Law to retain the Authority Personal Data.

- 5.5 Subject to clause 5.6 HMLR shall notify the Authority:
  - 5.5.1 if it receives a Data Subject Request in relation to Authority Personal Data;
  - 5.5.2 if it receives any communication from the Information Commissioner or any other regulatory authority in connection with Authority Personal Data processed under this Agreement;
  - 5.5.3 if it receives a request from any third Party for disclosure of Authority Personal Data where compliance with such request is required or purported to be required by Law (save where such Law prohibits disclosure); or
  - 5.5.4 without undue delay if it becomes aware of a Data Loss Event.
- 5.6 HMLR's obligation to notify under clause 5.5 shall include the provision of further information to the Authority in phases, as details become available.
- 5.7 Taking into account the nature of the processing, HMLR shall provide the Authority with reasonable assistance in relation to the Authority's obligations under Data Protection Legislation in respect of HMLR's processing of Authority Personal Data and any complaint, communication or request made under clause 5.5 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
  - 5.7.1 the Authority with full details and copies of the complaint, communication or request;
  - 5.7.2 such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - 5.7.3 the Authority, at its request, with any Authority Personal Data it holds in relation to a Data Subject;
  - 5.7.4 assistance as reasonably requested by the Authority following any Data Loss Event;
  - 5.7.5 assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by HMLR with the Information Commissioner's Office.
- 5.8 HMLR shall allow for audits of its processing of Authority Personal Data by the Authority or the Authority's designated auditor on reasonable notice.
- 5.9 HMLR may appoint Sub-processors provided that HMLR:
  - 5.9.1 informs the Authority of new Sub-processors prior to their appointment;
  - 5.9.2 imposes data protection terms on any Sub-processor HMLR appoints that contain the same obligations on the Sub-processor as those set out in this agreement;
  - 5.9.3 remains fully liable to the Authority for all acts or omissions of the Sub-processors.
- 5.10 The Authority may object to HMLR's appointment of a new Sub-processor within 14 days of being informed of such Sub-processor's appointment, provided such objection is based on reasonable grounds relating to data protection. In such event,

HMLR will either not appoint or replace the Sub-processor or shall propose an alternative Sub-processor.

- 5.11 The Parties agree to take account of any guidance issued by the Information Commissioner's Office.

## **Annex A : Schedule of Processing, Personal Data and Data Subjects**

### **1) Processing, Personal Data and Data Subjects**

- 1.1 HMLR shall comply with the Authority's written instructions with respect to processing and such instructions are to process the Authority Personal Data as necessary to perform the Processing Purposes.
- 1.2 Any change to the instructions shall be discussed in good faith between the Parties and, where agreed, shall be incorporated into this agreement.

### **2) Description Details**

#### **Subject matter of the processing**

- 2.1 The programme that will make HMLR the sole registering authority and official search provider for LLC in England (LLC Programme).

### **3) Duration of the processing**

- 3.1 The period referred to in clause 3.1 of these Terms of Collaboration.

### **4) Processing purposes**

- 4.1 Processing of Authority Personal Data for the following purposes:
- 4.1.1 to assist the Authority in preparing its LLC data for migration to HMLR's LLC Register by analysing the Authority Data and identifying those areas where the data is not currently suitable for migration;
  - 4.1.2 to identify areas where the Authority needs to undertake work to prepare its data for migration to HMLR's LLC Register;
  - 4.1.3 to identify areas where the Authority Data can be enhanced or normalised during migration by the application of agreed business rules;
  - 4.1.4 to prepare a report(s) summarising the outcome of the analysis  
and includes any 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 of data (whether or not by automated means) associated with the above purposes.

**5) Type of Personal Data**

- 5.1 The types of Authority Personal Data processed under the agreement may include full name, postal addresses, email addresses, telephone numbers, job titles, gender and any other types of Personal Data included in the Authority Data.

**6) Categories of Data Subject**

- 6.1 Data Subjects identified in the Authority Data

We agree to the above Terms of Collaboration.

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Signed on behalf of

**Her Majesty's Land Registry**

Name:

Job title:

Dated: .....

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Signed on behalf of

**Name of Authority**

Name:

Job title:

Dated: .....