



The Planning Inspectorate

DATA SHARING AGREEMENT

BETWEEN THE PLANNING INSPECTORATE (PINS) AND LOCAL PLANNING AUTHORITY (LPA)

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1. Parties to the Data Sharing Agreement

1) The Planning Inspectorate

(hereinafter referred to as **PINS**).

2) Solihull Metropolitan Borough Council

(hereinafter referred to as the **LPA**).

2. The purpose of the Data Sharing Agreement

2.1 This Data Sharing Agreement sets out the principles under which PINS and LPA will share data and agree to work together including the handling of their individual responsibilities as controllers whilst fulfilling their statutory duties with regards to the sharing identified in the relevant schedule.

3. Introduction and functions of each party to the Data Sharing Agreement

3.1 This Agreement sets out the data sharing arrangement between the aforementioned parties, which will support the purpose of the data sharing activity described in the applicable schedule/s.

3.2 This Data Sharing Agreement should not be interpreted as removing, or reducing, existing legal obligations or responsibilities of each party, for example as controllers under the UK General Data Protection Regulation and the Data Protection Act 2018 (hereafter referred to as the data protection legislation throughout this document).

3.3 PINS and the LPA are both considered to be a 'controller', which is defined in the data protection legislation as: the natural or legal person, public authority, agency or other body which alone, or jointly with others, determines the purposes and means of the processing of the personal data.

4. Definitions

4.1 In this Data Sharing Agreement, unless the context otherwise requires the following provisions have the meanings given to them below:

Controller: has the same meaning as Article 4(7) of the UK GDPR.

Data Protection Impact Assessment (DPIA) means an assessment by the controller of the impact of the envisaged processing on the protection of personal data.

Data Protection Legislation

(i) UK GDPR and any applicable laws as amended from time to time;

(ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and

(iii) all applicable law about the processing of personal data and privacy.

Data security breach: has the same meaning as Article 4(12) of the UK GDPR

Data subject means an individual who is the subject of personal data as defined in Article 4(1) of the UK GDPR.

Data Subject Access Request: means a request received from a data subject for access to their personal data.

Dispute means any dispute, difference or question of interpretation arising out of or in connection with this Data Sharing Agreement, including any dispute, difference or question of interpretation relating to the processing or protection of the data.

DPA 2018 means the Data Protection Act 2018.

UK GDPR means the UK General Data Protection Regulation.

Data Sharing Agreement means this written agreement between PINS and LPA consisting of these clauses and any relevant schedules.

Party and **parties** means one or more parties to this Data Sharing Agreement (as appropriate).

Personal data has the same meaning as Article 4(1) of the UK GDPR.

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

Retention and destruction schedule means the records management plan for the retention and destruction of information within each of the parties.

5. Confidentiality

5.1 Both parties agree that as a matter of course the information relating to this Data Sharing Agreement and its associated operation will not be treated as confidential.

5.2 In the event that any information is considered confidential, the party disclosing the information must give advanced notice of its intention to disclose information on this basis, so that the receiving party can consider and confirm whether or not it is capable of upholding a duty of confidentiality.

6. Formalities

Date Data Sharing Agreement comes into effect

6.1 This Data Sharing Agreement will come into immediate effect from the date of signing by both parties (see section 19 below).

Date of review

6.2 The date of the review of this Data Sharing Agreement is 1st August 2025 or earlier if this is deemed necessary.

7. Legal considerations and basis to share data between the parties

7.1 Data can only be shared where there is a legal basis for the exchange and for the purposes described in the relevant Schedule. No data should be exchanged without a legal basis and all exchanges must comply with our legal obligations under the data protection legislation.

7.2 PINS and the LPA will be respectively responsible for determining the lawful basis for processing the data for their individual or joint purposes under Articles 6, 9 and 10 of the UK GDPR. However, for the purposes of this agreement, the data is expected to largely be processed under either Articles 6(c) or (e) of the UK GDPR, respectively:

6 (c) processing is necessary for the compliance with a legal obligation to which the controller is subject

6 (e) processing is necessary for the performance of task carried out in the public interest or in the exercise of official authority vested in the controller.

7.3 The data will be shared having regard to the ICO's Data Sharing Code of Practice.

8. Accountability

8.1 Both parties shall comply with the requirements of the data protection legislation and subordinate legislation made under it, or any legislation which may supersede it, together with any relevant guidance and/or codes of practice issued by the Information Commissioner.

8.2 Both parties agree that the data constitutes personal data as they relate to a living individual who can be identified from the data.

9. Data Subject Access Requests (DSARs) and Environmental Information Regulations 2004 (EIRs) /Freedom of Information Act (FOIA) requests

9.1 In the event that a DSAR is received and only relates to personal information held by the receiving party; the receiving party will issue a formal response following their internal process and procedures for responding to the DSAR within the statutory timescales.

9.2 Where it is identified that the receiving party does not hold all the information requested under a DSAR; they are only expected to disclose the information they have available, in accordance with their obligations under the data protection legislation. There is no statutory requirement to re-direct DSARs or provide details the other parties hold.

9.3 Where it is identified that a DSAR request relates to information held in part by both parties to the Data Sharing Agreement, the party in receipt of the DSAR request will notify the other to allow it the opportunity to make representations on the potential impact of disclosure. Both parties shall also assist each other generally as regards the handling of the DSAR.

9.4 In the event that a EIRs/FOIA request is received and only relates to information held by the receiving party; the party will issue a formal response following their internal process and procedures for responding to EIR/FOIA requests within the statutory timescales.

9.5 Where it is identified that the EIRs/FOIA request (in its entirety) relates to information held by the other party to this Data Sharing Agreement; the receiving party will issue a formal response informing the requester that the information requested is not held by the party and provide the contact details for the other party in their response.

9.6 Where it is identified that a EIRs/FOIA request relates to information held in part by both parties to the Data Sharing Agreement, the party in receipt of the EIR/FOIA request will notify the other to allow it the opportunity to make representations on the potential impact of disclosure. Both parties shall also assist each other generally as regards the handling of the EIRs/FOIA.

10. Handling of personal data and data security

10.1 Where parties bear the responsibility of a controller, they must ensure that any personal data received pursuant to this Data Sharing Agreement is handled and processed in accordance with the data protection legislation.

10.2 Parties must ensure effective measures are in place to protect personal data in their care and manage potential or actual incidents of loss of the personal data. Such measures will include, but are not limited to:

- personal data should not be transferred or stored on any type of portable storage device (such as a USB stick) unless absolutely necessary, and if so, it must be encrypted and password protected to an agreed standard;
- parties will take steps to ensure that all staff are adequately trained and are aware of their responsibilities and in particular ensure that staff:
 - are regularly trained in data protection responsibilities, risks and information security policies;
 - are aware of their responsibilities regarding the confidential nature of their party's personal data requirements whether PINS or the LPA.
 - understand and comply with the measures that their party, whether PINS or the LPA, has in place to protect personal data against unauthorised or unlawful processing, and against accidental loss, alteration or disclosure; and,
 - understand and assess the potential impacts, including damage to reputation in the event of data loss incidents, through a Data Protection Impact Assessment.
- access to personal data received by parties pursuant to this Data Sharing Agreement must be restricted to personnel on a legitimate need-to-know basis, and with security clearance at the appropriate level. This will be facilitated through the use of role based access controls,

The data may be stored in a suitably configured cloud environment subject to the data being secure. The shared data or any part therefore will not be accessed or otherwise processed outside the UK, or third country with an adequacy decision, unless required to meet a task of PINS and the LPA in their roles as statutory public authorities.

11. Details of data sharing

11.1 All details of data sharing can be found in the relevant schedule.

11.2 As a general principle both parties acknowledge that the processing of any **Special Category Data** falling within the scope of this agreement should be restricted to what is **necessary** and **proportionate** and where there is a clear **legal basis** under UK Data protection legislation.

11.3 Furthermore, the publishing of any information falling within the scope of this agreement will only be undertaken where there is a clear legal requirement to do so.

12. Retention and destruction schedule

12.1 This will be undertaken by each party in accordance with their respective policy for the

destruction of the data covered by this agreement. Such policies should take into account the principles enshrined in data protection legislation. Specifically that data should only be retained for as long as necessary for the purpose identified in this agreement and that the data will be destroyed in a secure manner.

13. Roles of each party to the Data Sharing Agreement

13.1 All details of the roles of the parties can be found in the relevant schedules

14. Accuracy of the shared data

14.1 Before sharing data both parties must take all reasonable steps to ensure that the data being shared is both accurate and up-to-date.

14.2 In circumstances where the recipient of the data is intending to use the data to make a decision that will impact directly on the data subject, the receiving party must be satisfied that there is sufficient and accurate information available to them before making a final decision and should always seek to clarify, or make further enquiries with the data subject, or with the disclosing party in the event that decision is subsequently disputed/appealed by the data subject.

15. Monitoring and reviewing arrangements

15.1 This Data Sharing Agreement relates to a regular exchange of data and will run indefinitely, but must be reviewed at least every three years to assess whether the Data Sharing Agreement is still appropriate and fit for purpose.

15.2 Reviews may be made sooner than the three year cycle where it is necessary to take into account, for instance, changes in legislation or any other significant event that may impact on this Data Sharing Agreement.

15.3 Any changes to this agreement must be agreed by both parties.

16. Issues, disputes and resolution

16.1 Any issues or disputes that arise as a result of exchange covered by this Data Sharing Agreement must be directed to the relevant contact points listed in section 20. Each party will be responsible for escalating the issue as necessary within their given teams.

16.2 Where a problem arises it should be reported as soon as possible. Should the problem be of an urgent nature, it must be reported by phone immediately to the contact listed in section 20, and followed up in writing the same day. If the problem is not of an urgent nature it can be reported in writing within 72 hours of the problem occurring.

17. Termination

17.1 Both parties to this Data Sharing Agreement reserve the right to terminate this Data Sharing Agreement with three months' notice if any material change occurs which, in the opinion of PINS and LPA following negotiation significantly impairs the value of the data sharing arrangement in meeting their respective objectives.

17.2 In the event of a significant security breach or other serious breach of the terms of this Data Sharing Agreement by either party the Data Sharing Agreement may be terminated or suspended immediately without notice.

17.3 Clauses 17.1 to 17.2 do not apply to the extent that there exists a statutory duty to share information between both parties.

18. Security breaches, security incidents or loss or unauthorised disclosures of data

18.1 PINS and the LPA, as controllers, shall be individually and solely responsible for any breach of the data protection legislation or any relevant codes of practice, or of this agreement by any of its staff or other agencies, and any third party facility or agency used by them. Actions required will include managing the incident/breach and reporting to the Information Commissioner's Office, if required. PINS and the LPA will collaborate with any further information necessary to ensure that they are able to meet their compliance obligations in regard to any incidents/breaches.

18.2 A personal data breach is defined under the data protection legislation as: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.

18.3 Examples of personal data breaches may include:

- accidental loss or damage to information;
- damage or loss of information by means of malicious software/hacking;
- deliberately or knowingly disclosing information to a person not entitled to receive the information; emailing classified/sensitive information to personal email accounts;
- leaving classified/sensitive papers in a unsecure or publicly accessible area;
- using social networking sites to publish information which may bring either party's organisation into disrepute; and
- inappropriately looking up or accessing data.


18.4 The designated points of contact (provided at section 20 of this Data Sharing Agreement) are responsible for notifying the other party in writing in the event of loss or unauthorised disclosures of information within 24 hours of the event.

18.5 The designated points of contact will discuss and agree the next steps relating to the incident, taking specialist advice where appropriate. Such arrangements may include (but will not be limited to) containment of the incident and mitigation of any ongoing risk, recovery of the information, and notifying the Information Commissioner and the data subjects. The arrangements may vary in each case, depending on the sensitivity of the information and the nature of the loss or unauthorised disclosure.


18.6 Where appropriate and if relevant to the incident, disciplinary misconduct action and/or criminal proceedings will be considered.

19. Signatories

I accept the terms of the Data Sharing Agreement on behalf of the LPA.

Signature:	
Name:	Mark Andrews
Date:	23rd August 2022
Position:	Head of Service - Planning, Design and Engagement

I accept the terms of the Data Sharing Agreement on behalf of PINS

Signature:	
Name:	Rachel Graham
Date:	29/07/2022
Position:	Chief Digital and Information Officer

20. Key contacts

Please ensure you provide at least one key contact

<p>LPA Contact 1</p> <p>Name: Kim Allen Email: kallen@solihull.gov.uk Team: Development Management</p>	<p>LPA Contact 2</p> <p>Name: Jane Kenneally Email: jane.kenneally@solihull.gov.uk Team: Planning, Design and Engagement Services</p>
<p>PINS Contact 1</p> <p>Name: Mark Brincat Email: mark.brincat@planninginspectorate.gov.uk.gov.uk Team: Data and Performance</p>	<p>PINS Contact 2</p> <p>Name: Laura Oliphant Email: Laura.Oliphant@planninginspectorate.gov.uk Team: Data and Performance</p>

21. Schedules Selected

Please select the schedules relevant to the sharing taking place between the Inspectorate and the LPA.

Schedule	Selected	Not Selected
A – Appeals Casework	<input checked="" type="radio"/>	<input type="radio"/>
B – Examinations Casework	<input checked="" type="radio"/>	<input type="radio"/>
C – Orders Casework	<input checked="" type="radio"/>	<input type="radio"/>

22. Version control/reviews

Version/ review	Date	Summary of changes	Changes marked

Schedule A – Appeals Casework

Introduction

This Schedule forms part of the data sharing agreement and details specifically the nature of the data sharing involved including the Controllership and attributes relating to the personal data in the scope of the data sharing arrangement. Annex A of this schedule allocates responsibility to each party with regards to the Data Protection principles and other obligations as Controller.

Controllership

The status of the parties

Individual Controller

Purpose

Casework covered by this schedule

The sharing covered by this schedule relates to the following casework types in which personal data is shared between the parties of the agreement. The following list is non exhaustive and is also applicable to new Appeal casework types as they arise.

Enforcement Listed Building Notice
Enforcement Conservation Area Notice
Enforcement Notice
Enforcement Lawful Development Certificate
Planning Advertisement Appeal
Planning Commercial Appeal Service (CAS)
Planning Householder Appeal Service (HAS)
Prior Approval
Planning Section 106 Agreement
Planning Listed Building Consent & Conservation Area Consent Appeal
Non-Validation Appeals
Specialist Purchase Notices
Specialist Tree Preservation Order
Specialist Tree Replacement Notices
HS2 Transport Appeal
Environmental Permitting Regulations
Specialist High Hedges & Specialist Hedgerows
Specialist Rights of Way - Schedule 14
Environment Act 1995 – Schedule 14 – Mineral Permission
Called-in planning applications

information is shared to achieve the following

The information is shared so that the parties can perform their statutory duties and to enable them to deliver services to their respective stakeholders

Information being shared**Information to be shared**

Name
Address
Contact details including email addresses and phone numbers
Personal data contained in submission or representation

Frequency of Transfer**Frequency of Transfer**

As and when an appeal is submitted and processed

Method of Transfer**Method of Transfer**

Transmission by email, upload to hosting platform via website or by post

Access to the information**Types of recipients and access to the data**

Information will be made available to relevant parties and published as prescribed by the applicable planning legislation and associated procedures or codes of practice.

Privacy information

Informing Data Subjects

This will be principally done via published Privacy Notice available on the respective website of each Party/controller and any other means that the respective party/controller deems appropriate.

Legal Basis

Legal Basis and relevant legislation

Article 6 legal basis

6(1)e – *Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller, or*

6(1)c – *Processing is necessary for compliance with a legal obligation to which the controller is subject*

Article 9 Legal basis

9(2)g – *Processing is necessary for reasons of substantial public interest*
and paragraph 6, Schedule 1 of Data Protection Act 2018 where processing is for *Statutory and government purposes*

Relevant legislation

Town and Country Planning Act 1990
Town and Country Planning (Development Management Procedure) (England) Order 2015
Planning (Listed Buildings and Conservation Areas) Act 1990
Town and Country Planning (Control of Advertisements) (England) Regulations 2007
Town and Country Planning (General Permitted Development) (England) Order 2015
Town and Country Planning (Tree Preservation) (England) Regulations 2012
High Speed Rail (London to West Midlands) Act 2017
National Parks and Access to the Countryside Act 1949
Countryside Act 1968
Highways Act 1980
Wildlife and Countryside Act 1981
Countryside and Rights of Way Act 2000
Natural Environment and Rural Communities Act 2006

Anti-Social Behaviour Act 2003

Environment Act 1995 and 2021

Other relevant legislation (eg Statutory Instrument)

Annex A

Responsibilities of each controller

Activity	Responsibility for making policy and decisions	Responsibility for implementing policy and decisions
<p>Lawful basis for processing of personal data [and of special categories of personal data] (Article[s] 6, 9 and 10)</p>	<p>PINS and the LPA will be respectively responsible for determining the lawful basis for processing the data for their individual purposes under Articles 6, 9 and 10 of the UK GDPR.</p> <p>For the purposes of this agreement, the data is expected to largely be processed under Articles 6(c) and (e) of the UK GDPR, respectively: <i>6 (c) processing is necessary for the compliance with a legal obligation to which the controller is subject; and</i> <i>6 (e) processing is necessary for the performance of task carried out in the public interest or in the exercise of official authority vested in the controller.</i></p>	<p>PINS and the LPA will be responsible for ensuring that the data processed for which they are controllers is performed in a manner compatible with the lawful bases under Articles 6, 9 and 10 of the UK GDPR.</p>
<p>Purposes for which personal data may be collected (Article 5(1)(b))</p>	<p>PINS and the LPA will be responsible for determining its respective purposes for processing data in relation to this data sharing agreement and for outlining those purposes within the data sharing agreement.</p>	<p>PINS and the LPA will be responsible for ensuring that data in relation to this data sharing agreement will only be used for the purposes specifically outlined within the data sharing agreement.</p>
<p>Data minimisation (Article 5(1)(c))</p>	<p>PINS and the LPA will be respectively responsible for determining the <i>necessary</i> data that will be processed in relation to their individual purposes as part of this data sharing agreement.</p>	<p>PINS and the LPA will be respectively responsible for ensuring that only <i>necessary</i> data will be processed in relation to the their individual purposes as part of this data sharing agreement.</p>
<p>Data accuracy (Article 5(1)(d))</p>	<p>PINS and the LPA will be respectively responsible for determining the means by which they will ensure that data being shared as part of this agreement</p>	<p>PINS and the LPA will be respectively responsible for ensuring the data in relation to this data sharing agreement is accurate and kept up to date</p>

	is accurate and kept up to date.	(this being a two-way responsibility with the data subject).
Data storage limitation (Article 5(1)(e))	PINS and the LPA will be respectively responsible for determining the retention period of data for which they are data controller.	PINS and the LPA will be respectively responsible for ensuring the data they hold is destroyed according to the retention policy (subject to there being no requirement to hold the data for longer e.g. due to a legal dispute) of the controller, whether PINS or the LPA.
Integrity and confidentiality (Article 5(1)(f))	PINS and the LPA will respectively ensure that appropriate technical and organisational measures are in place to ensure the integrity and confidentiality of the data relating to this data sharing agreement.	PINS and the LPA will have respective responsibility for ensuring that appropriate technical and organisational measures are in place within their own organisations to ensure the integrity and confidentiality of the data relating to this data sharing agreement.
Accountability (Article 5(2))	PINS and the LPA will respectively ensure that the relevant accountability requirements are met where they are the controller.	PINS and the LPA will be respectively responsible for demonstrating accountability for data for which they are the controller.
Information notices (Articles 13 and 14)	PINS and the LPA will respectively ensure that relevant information notices are produced and available to the data subjects relating to the data within this data sharing agreement.	PINS and the LPA will be respectively responsible for ensuring that on collecting information from a data subject the relevant controller will inform the data subject(s) that their data may be shared with the other Parties within this agreement and the relevant controller will also direct the data subjects to the controller's own respective privacy notice.
Data subject rights (Articles 15 to 22)	PINS and the LPA will respectively ensure that there is a process within their party to ensure that data subjects are able to access their rights.	PINS and the LPA will be responsible for the management of any requests or complaints where they are the controller, and any further communications with the Data Subject.

Appointment of processor (Article 28)	PINS and the LPA will ensure that their processes for engaging a data processor ensures that the processor will be held accountable and responsible for ensuring the relevant standard of data protection compliance.	PINS and the LPA are respectively responsible for ensuring that additional parties which they individually engage as data processors within the scope of the data pertaining to this data sharing agreement will be held accountable and responsible for ensuring the relevant standard of data protection compliance.
Records of processing activities (Article 30)	PINS and the LPA will ensure that these requirements are met.	PINS and the LPA are individually responsible for maintaining their own Record of Processing activities.
Co-operation with supervisory authority (Article 31)	PINS and the LPA will ensure that these requirements are met.	PINS and the LPA are individually responsible for co-operating with the supervisory authority.
Security of processing (Article 32)	PINS and the LPA will ensure that these requirements are met.	PINS and the LPA are responsible for the security of processing of their own systems.
Notification of data breach (Articles 33 and 34)	These requirements are outlined within the scope of this data sharing agreement. In addition to this each Party will ensure that relevant processes are in place to meet these requirements.	Each Party has responsibility for reporting to each other.

Schedule B – Examinations Casework

Introduction

This Schedule forms part of the data sharing agreement and details specifically the nature of the data sharing involved including the Controllership and attributes relating to the personal data in the scope of the data sharing arrangement. Annex A of this schedule allocates responsibility for each party with regards to the Data Protection principles and other obligations as Controller.

Controllership

Status of the parties
Joint Controller

Purpose

Casework covered by this schedule
The sharing covered by this schedule relates to the following casework types in which personal data is shared between the parties of the agreement. Local Plans
Information is shared to achieve the following:
The information is shared so that the parties can perform their statutory duties and to enable them to deliver services to their respective stakeholders

Information being shared

Information to be shared
Name Address Contact details including email addresses and phone numbers Personal data contained in any submission or representation

Frequency of Transfer

Frequency of Transfer
As necessary in order to undertake and complete the process.

Method of Transfer

Method of Transfer
Access via published information on LPA website or upload to hosting platform via website

Access to the information

Types of recipients and access to the data
The LPA will undertake consultation exercise and will publish any relevant Information.

Privacy Information

Informing Data Subjects
This will principally be done via published Privacy Notice available on the respective website of each Party/controller and any other means that the respective party/controller deems appropriate.

Legal Basis

Legal Basis and relevant legislation

Article 6 legal basis

6(1)e – *Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller, or*

6(1)c – *Processing is necessary for compliance with a legal obligation to which the controller is subject*

Article 9 Legal basis

9(2)g – *Processing is necessary for reasons of substantial public interest*

and paragraph 6, Schedule 1 of Data Protection Act 2018 where processing is for *Statutory and government purposes*

Relevant legislation

Planning and Compulsory Purchase Act 2004

Town and Country Planning (Local Planning) (England) Regulations Act 2012

Any other relevant legislation (eg Statutory Instrument)

Annex A

Responsibilities of each controller

Activity	Responsibility for making policy and decisions	Responsibility for implementing policy and decisions
<p>Lawful basis for processing of personal data [and of special categories of personal data] (Article[s] 6, 9 and 10)</p>	<p>Both Parties will be responsible for determining the lawful basis for processing the data for their individual purposes under Articles 6, 9 and 10 of the GDPR.</p> <p>For the purposes of this agreement, the data is expected to largely be processed under Articles 6 (c and e) of the GDPR:</p> <p><i>6 (c) processing is necessary for the compliance with a legal obligation to which the controller is subject</i></p> <p><i>6 (e) processing is necessary for the performance of task carried out in the public interest or in the exercise of official authority vested in the controller.</i></p>	<p>Both Parties will be responsible for ensuring that the data processing for which they are joint controllers is performed in a manner compatible with the lawful bases under Articles 6, 9 and 10 of the GDPR.</p>
<p>Purposes for which personal data may be collected (Article 5(1)(b))</p>	<p>The Disclosing Party will be responsible for determining its purpose for processing data in</p>	<p>Both Parties will be responsible for ensuring that data in relation to this data sharing agreement will only</p>

	relation to this data sharing agreement and for outlining those purposes within the data sharing agreement.	be used for the purposes specifically outlined within the data sharing agreement and their respective information notices.
Data minimisation (Article 5(1)(c))	The Disclosing Party will be responsible for determining the <i>necessary</i> data that will be processed in relation to their individual purposes as part of this data sharing agreement.	Both Parties will be respectively responsible for ensuring that only <i>necessary</i> data will be processed in relation to their individual purposes as part of this data sharing agreement.
Data accuracy (Article 5(1)(d))	The Disclosing Party will be responsible for determining the means by which they will ensure that data being shared as part of this agreement is accurate and kept up to date.	Both Parties will be respectively responsible for ensuring the data in relation to this data sharing agreement is kept up to date if required.
Data storage limitation (Article 5(1)(e))	Both Parties will be respectively responsible for determining the retention period of data for which they are data controller. For data which is jointly controlled, both Parties will determine a mutually agreed retention period for the data.	Both Parties will be respectively responsible for ensuring the data they hold is destroyed according to the retention policy (subject to there being no requirement to hold the data for longer e.g. due to a legal dispute or judicial review) of each Party, or any mutually agreed period where they are joint controllers.

<p>Integrity and confidentiality (Article 5(1)(f))</p>	<p>Each Party will respectively ensure that appropriate technical and organisational measures are in place to ensure the integrity and confidentiality of the data relating to this data sharing agreement.</p>	<p>Each Party will have respective responsibility for ensuring that appropriate technical and organisational measures are in place within their own organisations to ensure the integrity and confidentiality of the data relating to this data sharing agreement.</p>
<p>Accountability (Article 5(2))</p>	<p>Each Party will respectively ensure that the relevant accountability requirements are met where they are data controller. Where they are joint controllers, they will allocate responsibility or share it, as appropriate, to meet accountability requirements.</p>	<p>Each Party will be respectively responsible for demonstrating accountability for data for which they are the data controller. Where they are joint controllers, the Parties will support each other in demonstrating compliance to accountability requirements.</p>
<p>Information notices (Articles 13 and 14)</p>	<p>Each Party will respectively ensure that relevant information notices are produced and available to the data subjects and that they reflect the respective processing activities of the Parties.</p>	<p>Each Party will be respectively responsible for ensuring that relevant information notices are visible and available to hearing participants. The Disclosing Party will make the Receiving Party's information notices available on their Examination website and ensure that they are sent to hearing participants before the Examination hearings start.</p>

Data subject rights (Articles 15 to 22)	Each Party will respectively ensure that there is an internal process to ensure that data subjects are able to access their rights.	Each Party will be responsible for notifying the other, as appropriate, and supporting the other, as required, in meeting the request.
Data protection by design and default (Article 25)	Both Parties will ensure that data protection by design or default policies are embedded within that Party's data protection processes.	Both Parties will be responsible for ensuring that data protection by design and default is implemented as part of the respective Party's procedures.
Appointment of processor (Article 28)	Both Parties will ensure that their processes for engaging a data processor (if any) ensures that the processor will be held accountable and responsible for ensuring the relevant standard of data protection compliance.	Each Party is respectively responsible for ensuring that additional parties which they individually engage as data processors within the scope of the data pertaining to this data sharing agreement will be held accountable and responsible for ensuring the relevant standard of data protection compliance.
Records of processing activities (Article 30)	Both Parties will ensure that these requirements are met.	Each Party is individually responsible for maintaining their own Record of Processing activities.
Co-operation with supervisory authority (Article 31)	Both Parties will ensure that these requirements are met.	Each Party is individually responsible for co-operating with the supervisory authority. Each Party shall support the other in relation to data which they jointly control, as required.

<p>Security of processing (Article 32)</p>	<p>Each Party will ensure that these requirements are met.</p>	<p>Each Party is responsible for the security of processing of their own systems.</p> <p>The Disclosing Party will have responsibility for information security controls in respect of their hosting platform.</p>
<p>Notification of data breach (Articles 33 and 34)</p>	<p>These requirements are outlined within the scope of this data sharing agreement. In addition to this each Party will ensure that relevant processes are in place to meet these requirements.</p>	<p>Each Party has responsibility for reporting to each other.</p>

Schedule C – Orders Casework

Introduction

This Schedule forms part of the data sharing agreement and details specifically the nature of the data sharing involved including the Controllership and attributes relating to the personal data in the scope of the data sharing arrangement. Annex A of this schedule allocates responsibility for each party with regards to the Data Protection principles and other obligations as Controller.

Controllership

Status of the parties
Individual Controller

Purpose

Casework covered
<p>The sharing covered by this schedule relates to the following casework types in which personal data is shared between the parties of the agreement.</p> <p>Rights of Way Orders Planning Casework Unit (PCU) generated work including Housing and Planning Compulsory Purchase Orders, Modification and Revocation Orders (planning), Secretary of State Advert cases, Discontinuance Notices, Review of Old Mineral Permissions. National Transport Casework Team (NTCT) generated Orders including Local Authority Road schemes, Stopping up of Highways, Cycle Track Orders. Transport and Works Act generated casework (Trolley Buses and Trams) Council generated schemes including Traffic Regulation Orders and London Borough Stopping up of Highways.</p>
Information is shared to achieve the following:
<p>The information is shared so that the parties can perform their statutory duties and to enable them to deliver services to their respective stakeholders</p>

Information being shared

Information to be shared

Name
Address
Contact details including email addresses and phone numbers
Personal data contained in submission or representation

Frequency of Transfer

Frequency of Transfer

As and when necessary to undertake and complete the process

Method of Transfer

Method of Transfer

Transmission by email, upload to secure portal or by post

Access to the information

Types of recipients and access to the data

Information will be made to relevant third parties and published as prescribed by the applicable planning legislation and associated procedures or codes of practice.

Privacy information

Informing data subjects

This will be principally done via published Privacy Notice available on the respective website of each Party/controller and any other means that the respective party/controller deems appropriate.

Legal Basis

Legal Basis and relevant legislation

Article 6 legal basis

6(1)e – *Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller; or*

6(1)c – *Processing is necessary for compliance with a legal obligation to which the controller is subject*

Article 9 Legal basis

9(2)g – *Processing is necessary for reasons of substantial public interest*

and paragraph 6, Schedule 1 of Data Protection Act 2018 where processing is for *Statutory and government purposes*

Relevant legislation

Wildlife and Countryside Act 1981

Highways Act 1980

Town & Country Planning Act 1990

Acquisition of Land Act 1981

Housing Act 1985

Transport and Works Act 1992

Any other relevant legislation (eg Statutory Instrument)

Annex A

Responsibilities of each controller

Activity	Responsibility for making policy and decisions	Responsibility for implementing policy and decisions
<p>Lawful basis for processing of personal data [and of special categories of personal data] (Article[s] 6, 9 and 10)</p>	<p>PINS and the LPA will be respectively responsible for determining the lawful basis for processing the data for their individual purposes under Articles 6, 9 and 10 of the UK GDPR.</p> <p>For the purposes of this agreement, the data is expected to largely be processed under Articles 6(c) and (e) of the UK GDPR, respectively: <i>6 (c) processing is necessary for the compliance with a legal obligation to which the controller is subject; and</i> <i>6 (e) processing is necessary for the performance of task carried out in the public interest or in the exercise of official authority vested in the controller.</i></p>	<p>PINS and the LPA will be responsible for ensuring that the data processed for which they are controllers is performed in a manner compatible with the lawful bases under Articles 6, 9 and 10 of the UK GDPR.</p>
<p>Purposes for which personal data may be collected (Article 5(1)(b))</p>	<p>PINS and the LPA will be responsible for determining its respective purposes for processing data in relation to this data sharing agreement and for outlining those purposes within the data sharing agreement.</p>	<p>PINS and the LPA will be responsible for ensuring that data in relation to this data sharing agreement will only be used for the purposes specifically outlined within the data sharing agreement.</p>
<p>Data minimisation (Article 5(1)(c))</p>	<p>PINS and the LPA will be respectively responsible for determining the <i>necessary</i> data that will be processed in relation to their individual purposes as part of this data sharing agreement.</p>	<p>PINS and the LPA will be respectively responsible for ensuring that only <i>necessary</i> data will be processed in relation to the their individual purposes as part of this data sharing agreement.</p>
<p>Data accuracy (Article 5(1)(d))</p>	<p>PINS and the LPA will be respectively responsible for determining the means by which</p>	<p>PINS and the LPA will be respectively responsible for ensuring the data in relation to</p>

	they will ensure that data being shared as part of this agreement is accurate and kept up to date.	this data sharing agreement is accurate and kept up to date (this being a two-way responsibility with the data subject).
Data storage limitation (Article 5(1)(e))	PINS and the LPA will be respectively responsible for determining the retention period of data for which they are data controller.	PINS and the LPA will be respectively responsible for ensuring the data they hold is destroyed according to the retention policy (subject to there being no requirement to hold the data for longer e.g. due to a legal dispute) of the controller, whether PINS or the LPA.
Integrity and confidentiality (Article 5(1)(f))	PINS and the LPA will respectively ensure that appropriate technical and organisational measures are in place to ensure the integrity and confidentiality of the data relating to this data sharing agreement.	PINS and the LPA will have respective responsibility for ensuring that appropriate technical and organisational measures are in place within their own organisations to ensure the integrity and confidentiality of the data relating to this data sharing agreement.
Accountability (Article 5(2))	PINS and the LPA will respectively ensure that the relevant accountability requirements are met where they are the controller.	PINS and the LPA will be respectively responsible for demonstrating accountability for data for which they are the controller.
Information notices (Articles 13 and 14)	PINS and the LPA will respectively ensure that relevant information notices are produced and available to the data subjects relating to the data within this data sharing agreement.	PINS and the LPA will be respectively responsible for ensuring that on collecting information from a data subject the relevant controller will inform the data subject(s) that their data may be shared with the other Parties within this agreement and the relevant controller will also direct the data subjects to the controller's own respective privacy notice.
Data subject rights (Articles 15 to 22)	PINS and the LPA will respectively ensure that there is a process within their party to ensure that data subjects are	PINS and the LPA will be responsible for the management of any requests or complaints where they are the controller,

	able to access their rights.	and any further communications with the Data Subject.
Appointment of processor (Article 28)	PINS and the LPA will ensure that their processes for engaging a data processor ensures that the processor will be held accountable and responsible for ensuring the relevant standard of data protection compliance.	PINS and the LPA are respectively responsible for ensuring that additional parties which they individually engage as data processors within the scope of the data pertaining to this data sharing agreement will be held accountable and responsible for ensuring the relevant standard of data protection compliance.
Records of processing activities (Article 30)	PINS and the LPA will ensure that these requirements are met.	PINS and the LPA are individually responsible for maintaining their own Record of Processing activities.
Co-operation with supervisory authority (Article 31)	PINS and the LPA will ensure that these requirements are met.	PINS and the LPA are individually responsible for co-operating with the supervisory authority.
Security of processing (Article 32)	PINS and the LPA will ensure that these requirements are met.	PINS and the LPA are responsible for the security of processing of their own systems.
Notification of data breach (Articles 33 and 34)	These requirements are outlined within the scope of this data sharing agreement. In addition to this each Party will ensure that relevant processes are in place to meet these requirements.	Each Party has responsibility for reporting to each other.