



# Sow & Penk

## Internal Drainage Board

### DATA SHARING POLICY

1. The Sow & Penk Internal Drainage Board (the Board) holds personal data of land owners and land occupiers ('data subjects') within its district. That information is used to enable the Board to carry out its functions.
2. Where the functions of the Board are carried out by Contractors or Third Party Agents ('third parties'), it may be necessary to share personal data with those third parties to enable them to carry out the functions of the board. Where this happens, the Board is a data controller and the third party is a data processor under relevant data protection laws.
3. The Board has considered the lawful basis it relies on to carry out data processing and has determined that it can process the data on the basis set out in Article 6(1)(e) of the General Data Protection Regulation. Under this basis, the Board can process personal data as it carries out its tasks of land drainage and water level management which are in the public interest. The Board's functions are also exercised in accordance with its official authority and powers under law, including the Land Drainage Act 1991.
4. Before personal data is shared, the Board require that a data sharing agreement is in place between the Board and the third party which includes the Terms (attached), to govern the third party's use of the personal data. The Terms must be included to comply with applicable laws.
5. Where there is no data sharing agreement, a separate Agreement including the Terms must be entered into between the Board and the third party, to govern the sharing of personal data, before any personal data is shared.
6. The Board will consider the suitability of the third party to receive such personal data, before a decision is made to share the data.
7. The Board also require the recipient of the data to indemnify the Board in respect of any losses, costs and/or claims it may incur as a result of the third party's treatment of the data.
8. It is not anticipated that the Board will share any special categories of personal data.
9. Data that is shared may consist of data which is publicly available and data which is not publicly available.
10. All data may be shared by post, telephone (where the identity of the recipient has been verified) or secure email. Data may also be shared by non-secure email when it has been assessed as appropriate to do so, given the nature of the data.
11. Data subjects will be informed annually in the Board's Notice of Intended Entry of the possibility that their personal data will be shared. A privacy notice in respect of this, is included in the 'Advice to Landowners and/or Occupiers in receipt of this Notice' on the reverse of the Notice of Intended Entry.
12. Personal data may be shared if this is necessary to protect an individual's vital interests, for example in the case of an accident or emergency.

## Terms For Data Sharing Agreement

1. The Board will disclose landowner and/or land occupier's ("the **Data Subject**") details including their names and addresses ("**Personal Data**") to the **contractor/consultant** ("the **Recipient**") where this is necessary for the Recipient to carry out its obligations under this Agreement.
2. The Recipient shall comply in all respects with the provisions of the Data Protection Act 2018 (the "Data Protection Laws"). For the purposes of Data Protection Laws, the Board is a Data Controller and the Recipient is a Data Processor.
3. The Recipient will Process the Personal Data only in accordance with the Board's documented instructions, unless otherwise required by legal requirement, in which case the Recipient will inform the Board of such legal requirement (unless prohibited on public interest grounds).
4. The Recipient shall ensure that any of its personnel Processing the Personal Data have at all times received adequate training on compliance with Data Protection Laws and are subject to a binding written contractual obligation with the Recipient to keep the Personal Data confidential unless disclosure is required by law.
5. The Recipient will not engage any other person to carry out any Processing of the Personal Data without the prior written consent of the Board.
6. The Recipient will implement and maintain appropriate technical and organisational measures in relation to the Processing of the Personal Data to ensure the protection of the Data Subject's rights under Data Protection Laws, to protect the Personal Data from loss, and to assist the Board in meeting its obligations to respond to any request from a Data Subject to exercise any of its rights under Data Protection Laws ("**Data Subject Request**"), including:
  - 6.1 promptly and within 3 Business Days of receipt, referring any Data Subject Request to the Board and not making any response to it; and
  - 6.2 providing such information and cooperation as the Board may request in relation to the Data Subject Request.
7. If the Recipient becomes aware of any breach of security leading to the actual or possible, accidental, unlawful or unauthorised disclosure of, or access to the Personal Data ("**Breach**"), it will notify the Board without undue delay (and in no event later than 12 hours after becoming aware of the Breach) and will provide any details the Board reasonably requires in relation to that Breach.
8. The Recipient will promptly inform the Board if it receives any complaint or request relating to either party's obligations under Data Protection Laws relevant to this Agreement, including any claim, notice, investigation or action from a Data Subject or the Information Commissioner's Office.
9. The Recipient will make available to the Board, any information it reasonably requests to demonstrate the Recipient's compliance with this Agreement and the Data Protection Laws, and will contribute to and assist with any audits the Board undertake.
10. The Recipient shall not transfer any Personal Data to any country outside the EU without the prior written consent of the Board.
11. The Recipient will indemnify and keep indemnified the Board against all actions, costs, expenses, claims, proceedings and demands which may be suffered or incurred by, or brought or made against the Board arising from or in connection with any breach by the Recipient of any of its obligations under this clause.
12. At the end of the Recipient's provision of the [Services] the Recipient will securely delete the Personal Data and will provide, upon request of the Board, written confirmation of its deletion.
13. In this clause, Processing, Data Processor, and, Data Controller, have the meanings given to them in Data Protection Laws.

**CERTIFICATION**

By Order of the Sow & Penk Internal Drainage Board

16 November 2022

Certified by Craig Benson, Clerk

This document is next scheduled for review November 2025.