

AGREEMENT FOR SHARING OF INFORMATION

**BELFAST CITY COUNCIL
LAND AND PROPERTY SERVICES**

1. **INTRODUCTION**

1.1 This agreement dated the day of..... 2009 is between:

**Belfast City Council (BCC);
Land and Property Services (LPS)**

1.2 The agreement will come into effect on the above date.

1.3 In this agreement the words and expressions shown hereunder shall have the following meanings-

Data	Information which: (a) is being processed by means of equipment operating automatically in response to instructions given for that purpose; (b) is recorded with the intention that it should be processed by such equipment; (c) is recorded as part of a relevant filing system; (d) does not fall within paragraph (a), (b) or (c) but forms part of an accessible record as defined by Section 68 of the Data Protection Act 1998; or (e) is recorded information held by a public authority and does not fall within any of paragraphs (a) to (d).
Data Controller	A person who (either alone or jointly in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be processed.
Data Processor	In relation to personal data any person, (other than an employee of the Data Controller) who processes the data on behalf of the Data Controller.
Data Subject	An individual who is the subject of personal data.
Personal Data	Data which relate to a living individual who can be identified- (a) from those data; or (b) from those data and other information which is in the possession of, or is likely to come into the possession of, the Data Controller, and includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual.
Sensitive Personal Data	Personal data consisting of information as to:- (a) the racial or ethnic origin of the data subject; (b) his/her political opinions; (c) his/her religious beliefs or other beliefs of a similar nature; (d) whether he/she is a member of a trade union (within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992); (e) his/her physical or mental health or condition; (f) his/her sexual life; (g) the commission or alleged commission by him/her of any offence; or (h) any proceedings for any offence committed or alleged to have been committed by him,/her the disposal of such proceedings or the sentence of any court in such proceedings.

Processing	Means obtaining, recording or holding information or data or carrying out any operation or sets of operations on the information or data, including- <ul style="list-style-type: none"> (a) organisation, adaptation or alteration of the information or data; (b) retrieval, consultation or use of the information or data; (c) disclosure of the information or data by transmission, dissemination or otherwise making available; or (d) alignment, combination, blocking, erasure or destruction of the information or data.
Secondary Processing	Processing for a purpose other than that set out herein at paragraphs 2.1 and 2.2 post.
The Act	Data Protection Act 1998.

1.4 The Building Control Project is part of a wider project aimed at promoting sharing of relevant information to create a fairer rates base for the people of Belfast

2. Purpose

2.1 The purpose of this agreement is to facilitate the sharing/disclosure of personal and property data and or sensitive personal data between the organisations listed at 1.1 to further the objectives of the efficient and effective delivery of key data sets to the Commissioner of Valuation and District Valuer to enable timely and accurate revaluations and maintenance of the valuation list, the mapping of change in the valuation list and property datasets, the production of statistical reports on the commencement and completion of property development, the maintenance of the vacant property schedule, timely and accurate maintenance of the Pointer address and spatial datasets, calculation of the penny product and maintenance of the property gazetteer more particularly described herein.

2.2 Description of information.

- (a) The information to be shared between these organisations under this agreement will consist of:
- Details of persons
 - Details of properties
- (b) This information is hereinafter referred to as ‘the relevant information’

2.3 Sharing this information will:-

- (a) enable statutory powers to work collaboratively and effectively with a view to securing proper payment of rates by property owners.
- (b) enable the LPS to better maintain the valuation list
- (c) better financial planning enabling Belfast City Council to strike a more equitable rates base and promote economic well being throughout Belfast.

2.4 The parties agree that the relevant information shall not be used for any purpose other than that specified at 2.3 (a), (b), (c) and 2.4.

3. Information Exchange

3.1 It will be the responsibility of the signatories to this agreement to ensure that there is full compliance with the Data Protection Act 1998, the Human Rights Act 1998, Freedom of Information Act 2000, Environmental Information Regulations and the common law duty of confidentiality and any other enactment or other rule having force of law in Northern Ireland in so far as they apply to the information exchange taking place under the terms of this agreement.

3.2 Further, the parties agree to ensure that within their respective organisation:

- (a) Ethical standards are maintained;
- (b) All data is securely stored;
- (c) Reasonable steps are taken to ensure that the data is accurate;
- (d) A mechanism exists by which the exchange and disclosure of information can be controlled;
- (e) Appropriate training is provided for employees involved in the agreed process of information exchange;
- (f) Adequate arrangements exist to test adherence to this agreement.

3.3 Information exchanged under this agreement will cover two way exchanges of data items.

The data items which will be exchanged are included as Appendix A of this agreement.

Appendix A

Schedule 1 Belfast City Council - Land and Property Services
Schedule 2 Land and Property Services - Belfast City Council

4. Personal Data - Power to disclose

4.1 This agreement is intended for use where the disclosure is necessary for the for the purposes set out in paragraph 2 of this agreement. .

4.2 This agreement does not impose a legal duty to disclose information in any particular case, nor does it provide the legal power to demand disclosure.

4.3 Each of the parties involved in any information sharing arrangement is responsible for their own information and therefore must be sure that they have the power to disclose the relevant information.

4.4 In disclosing the relevant information the Council relies on its duties under the Rates (Northern Ireland) Order 1977, Articles 26 and Article 57 (1) to:

- a) **Art.26** Power of Department to require information as to ownership;
- b) **Art.57** Duties of public bodies with respect to alterations in the valuation list

The full extracts of the legislative provisions mentioned above are included at **Appendix B.**

5. Compliance with the Data Protection Principles

5.1 The Data Protection Act 1998, allows legitimate disclosure of information for:

- the purpose of discharging statutory functions;
- Collection of taxes and duties.

5.2 As the information held in respect of the Building Control Project is shared for all of the purposes above, the individual does not require to be advised that his/her information is being processed.

5.3 All parties to this agreement agree that the relevant information which they are disclosing under this agreement is

- (a) adequate, relevant and not excessive in relation to the purpose outlined at paragraph 2 above;
- (b) accurate and up to date and maintained to the standards contained in the Data Protection Act;

6. Retention and Destruction of Data

6.1 The relevant information will be retained by the party to whom it is disclosed until such time as it is no longer required for the specified purpose. At the expiry of that period, the relevant information will be destroyed by the party to whom it has been disclosed and a schedule of destruction will be maintained in relation to the relevant information.

7. Data Quality

7.1 Any relevant information discovered to be inaccurate or inadequate for the specified purpose will be brought to the notice of the originator of the data. The originator will be responsible for correcting the data and notifying all other recipients of the corrections.

8. Subject Access

8.1 If either party to this agreement receives a subject access application and personal data is subsequently identified as having originated from the other party, it will be the responsibility of the receiving party to contact the originator of the data to determine whether the originator wishes to claim an exemption under the provisions of the Act.

9. Security

9.1 Each of the parties to this agreement is responsible for ensuring that they have appropriate security arrangements in place. They will consider how the relevant information will be stored, accessed, transmitted and destroyed.

9.2 The Designated Officer for each party will ensure that adequate steps are taken to prevent-

- (a) accidental or deliberate destruction of the information;
- (b) accidental or deliberate modification of the information;
- (c) deliberate and unauthorised unavailability of the information;
- (d) unauthorised access to information or to any computer system containing the information;
- (e) misuse of the information contained in the data.

9.3 Each party to this agreement has identified designated officers within their organisation to assume responsibility for compliance with the terms of this agreement.

NAME	POSITION	ORGANISATION
		Belfast City Council
		LPS

10. GOVERNING LAW AND JURISDICTION

10.1 The terms of this agreement shall be governed by and construed in all respects in accordance with the laws of Northern Ireland and the parties agree to submit to the exclusive jurisdiction of the Northern Ireland Courts as regards any claim or matter arising in respect thereof.

11. SEVERANCE AND UNENFORCEABILITY

11.1. If any provision, or part thereof, of this agreement shall be, or is found by any authority or court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions, or parts thereof, of this agreement, all of which shall remain in full force and effect.

11.2. If any invalid, unenforceable or illegal provision, or part thereof, would be valid, enforceable or legal if some part of it were deleted, the provision, or part thereof, will apply with whatever modification is necessary to give effect to the intention of the parties as appears from the terms of this agreement.

12. TERMINATION

12.1 A party to this agreement can terminate their participation in this agreement by providing to all other parties 2 (two) months written notice.

12.2 Both parties agree that they will seek adjudication from the Information Commissioners Office on any matters of dispute arising from this agreement

12.3 If a serious breach arises in respect of the sharing of information, immediate action will be taken to suspend the agreement until such times as the breach is remedied.

13. Data Protection, Human Rights and Freedom of Information, Environmental Information Regulations

- 13.1 The parties to this agreement acknowledge that it will be their individual responsibility to process or otherwise deal with information in accordance with the provisions of the Data Protection Act, Human Rights Act, Freedom of Information Act, Environmental Information Regulations and other relevant obligations arising in law.
- 13.2 The parties hereto acknowledge that they are aware of their obligations with regard to the control and processing of data.
- 13.3 The parties agree that prior to dealing with any request made under the Freedom of Information Act, to consult any other party who may be affected by the release of the information requested.

The names of signatories for and on behalf of and authorised by each party are listed below-

Name	Post	Organisation
.....	BCC
.....	LPS

Appendix A

Schedule 1

Information processed by Belfast City Council to Land and Property Services

Schedule 2

Information processed by Land and Property Services to Belfast City Council

Appendix B

Rates (Northern Ireland) Order 1977

Power of Department to require information as to ownership, etc., of hereditaments

26.—(1) The Department may, for the purposes of this Order, serve a notice on the occupier of any hereditament, or a person paying rent in respect of a hereditament, requiring him to state to the Department in writing, within a period and in the manner specified in the notice,—

- (a) the nature of his own interest therein;
- (b) the rate at which rent (if any) is payable by him and the dates on which it falls due;
- (c) the amount of rent (if any) then due from him;
- (d) the name and address of the owner of the hereditament.

(2) Where the Department has reason to believe that a person is receiving or is entitled to receive rent in respect of a hereditament in the capacity of agent or trustee for any other person, the Department may, for the purposes of this Order, serve a notice on him requiring him to state to the Department in writing, within a period and in the manner specified in the notice,—

- (a) the nature of that capacity;
 - (b) the name and address of that other person;
 - (c) such particulars of—
 - (i) the rents paid or payable to him in that capacity,
 - (ii) the hereditaments in respects of which the rents are payable, and
 - (iii) his receipts and disbursements on account of such rents,
- as are required by the notice.

[F1(2A) If a hereditament to which Schedule 8A applies is unoccupied and the name and address of the person entitled to possession of it are unknown to the Department, the Department may, for the purposes of this Order, serve a notice on any relevant person requiring him to provide to the Department in writing, within a period and in the manner specified in the notice, such prescribed information in respect of that hereditament as is required by the notice and is within his knowledge or control.

(2B) In paragraph (2A) “relevant person” means a district council or any person who the Department has reason to believe is or has been—

- (a) a person on whom a notice may be served under paragraph (1) or (2);
- (b) a person entitled to possession of the hereditament;
- (c) a person doing estate agency work (within the meaning of the Estate Agents Act 1979);
- (d) a statutory undertaker (within the meaning of the Planning (Northern Ireland) Order 1991 (NI 11)); or
- (e) a communications provider (within the meaning of the Communications Act 2003 (c. 21)) or a public telecommunications operator (within the meaning of the Telecommunications Act 1984 (c. 12)).]

(3) Where a notice is served on a person under [F1 this Article] he shall comply with the notice.

(4) In this Article—

“hereditament” includes part of a hereditament;

“rent” includes a payment made by a lodger.

Annotations:

[F1](#)2004 NI 4

Duties of public bodies with respect to alterations in valuation list

57.—(1) If in the course of the exercise of its functions any information comes to the notice of a public body which leads it to suppose that the valuation list requires alteration as respects a hereditament (whether it is a hereditament which is already included in the valuation list or not), it shall be the duty of that body to inform the district valuer.

(2) In this Article, “public body” means any body (including a government department and a district council) established by or under any transferred provision.