Department
for Environment
Food & Rural Affairs

HSE

Memorandum of Understanding for the Health and Safety Executive's delivery of licensing, inspections, investigations and enforcement of the Specified Animal Pathogens Order 2008

Between the Secretary of State for the Environment, Food and Rural Affairs and the Health and Safety Executive

April 2025

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Section 1 – Memorandum of Understanding

This Memorandum of Understanding (MoU) is between the following parties:

1. The Secretary of State for Environment, Food and Rural Affairs (Defra) ("Secretary of State"); and

2. The Health and Safety Executive ("HSE").

Each a "Party" and together referred to below as the "Parties".

Background

1. The Specified Animal Pathogens Order 2008 No 944 (SAPO) prohibits any person from having in their possession any specified animal pathogen listed in Part 1 of Schedule 1 to SAPO or any carrier in which they know such a pathogen is present unless they have a SAPO licence issued by the Health and Safety Executive (HSE). It also prohibits the unlicensed introduction into any animal or bird or any pathogen listed in Parts 1 and 2 of Schedule 1 to SAPO.

2. The purpose of SAPO is to prevent the introduction into England and spread of specified animal pathogens which, if introduced, could cause serious disease and economic loss to the animal and poultry industries. SAPO licences provide a series of goal setting, risk based licence conditions, compliance with which has the cumulative effect of ensuring that specified animal pathogens are adequately contained and managed. Licences are usually valid for 5 years. Inspections of laboratories licensed under SAPO may be carried out at any time to ensure full compliance with licence conditions.

3. The purpose of this Memorandum of Understanding (MoU) is to set out the framework by which HSE will provide, deliver and manage the licensing, inspection, investigation and enforcement requirements under SAPO. These are functions exercisable by the Secretary of State either under SAPO or under the Animal Health Act 1981 (AHA), which have been transferred to HSE under an Agency Agreement dated 25 March 2015, being functions which in the opinion of the Secretary of State for Work and Pensions can appropriately be performed by HSE.

4. This MoU is not intended to create a binding legal obligation between the Parties, however the Parties will observe the terms of it.

Interpretation

5. “Accident” means an unplanned or uncontrolled event involving the escape of a specified animal pathogen from containment.

6. “Dangerous Occurrence” means an unplanned or uncontrolled event involving a specified animal pathogen that has not resulted in its loss of containment, but which had the potential to do so.

Commencement and duration

7. This MoU shall take effect on the date when it has been signed by all the Parties (the “Commencement Date”). This MoU shall terminate on 31 March 2030 unless terminated early. This MoU will be reviewed by both Parties within 6 months of the termination date, for the purpose of determining if it should be extended, amended or replaced.

8. This MoU may be extended for any further period(s) of up to 5 years on the same terms and as mutually agreed between the Parties.

Statutory obligations

9. In carrying out the obligations required under this MoU, each Party shall ensure that it complies with all statutory and regulatory requirements in force from time to time, in particular (but not limited to) the following:

    a. fraud;

    b. bribery;

    c. freedom of information;

    d. confidentiality;

    e. data protection;

    f. health and safety.

Functions to be performed by HSE

10. Subject to the limitations set out at paragraph 12, HSE shall perform on behalf of the Secretary of State the following functions:

    a. issuing licences under Article 10 of SAPO;

b. appointment of inspectors under Section 89 of the AHA;

c. provide representations, where necessary, to the appointed person under Article 9(2) of SAPO;

d. enforcement under Article 11 of SAPO;

e. enforcement of the most current version of the "Minimum Biorisk Management Standards (MBRMS) for laboratories working with foot-and-mouth disease virus", where this is a condition of a SAPO licence except where, in the opinion of HSE, this applies to measures relating to counter-terrorism or general criminal law.

11. In performing the functions set out at paragraph 10, HSE shall:

a. comply with the terms of this MoU including the service levels and performance requirements set out at Annex A to this MoU;

b. regulate, enforce and investigate licensed facilities in accordance with this MoU, licence conditions, HSE's Enforcement Policy Statement ('EPS'), HSE's Enforcement Management Model ('EMM') and SAPO;

c. adopt a regulatory approach that is as far as possible consistent with the existing legislative frameworks for human pathogens and genetically modified organisms. Such an approach shall be coordinated, risk based, goal setting and integrated.

Limitations on functions to be performed by HSE

12. Nothing in this MoU shall prevent the Secretary of State from exercising any function under SAPO. The Secretary of State shall provide HSE with written notice of their intention to exercise any such function and HSE, having received such notice, will not exercise any such function without the agreement of the Secretary of State.

13. It is established policy that Crown bodies are subject to the same arrangements on specified animal pathogens as all other laboratories. HSE will check their compliance with the SAPO licensing regime in the same manner as for other licence holders. As the licensing, inspection, investigation and enforcement legal powers referred to above are not applicable to Crown bodies, except through established policy and agreement, HSE will utilise an administrative approach to hold Crown bodies accountable. The said administrative approach will be agreed with the Secretary of State.

Undertakings of HSE

Appointment of Inspectors

14. HSE shall appoint, on behalf of the Secretary of State, members, officers or servants of HSE as Inspectors for the purposes of SAPO and the AHA in so far as it relates to SAPO ('Inspectors').

15. HSE shall ensure that sufficient trained and competent specialist inspectors are available to undertake and deliver the work agreed for each financial year.

16. HSE Inspectors shall exercise the powers and enforcement functions set out in Articles 6 to 8 and Schedule 2 of SAPO as well as relevant sections of the AHA in its application to SAPO.

17. For the avoidance of doubt, the enforcement functions referred to in paragraph 10 include the enforcement of the most current version of the 'Minimum Biorisk Management Standards (MBRMS) for laboratories working with foot-and-mouth disease virus' where this is a condition of a SAPO licence. Such enforcement functions do not apply where, in the opinion of HSE, the measures relate to counter-terrorism or general criminal law. "General criminal law" does not extend to conduct which would constitute an offence under SAPO and the AHA.

18. HSE may assign to Inspectors and other members, officers or servants of HSE such duties, and may delegate to any of them such authorities and discretion, as it considers appropriate in order to enforce SAPO.

Content of licences

19. HSE shall ensure that all SAPO licences include appropriate conditions as reflected in the published guidance "Guidance for licence holders on the containment and control of specified animal pathogens" (HSG280) including risk assessment, management arrangements, containment, training and competence, transport, waste management, notification, emergency arrangements, operating, procedures and cooperation with Inspectors.

20. Licences should require licence holders to ensure that their employees, officers or agents at the licensed site cooperate with the Inspector and comply with any requirement imposed by the Inspector with respect to the containment of specified animal pathogens (e.g. permitting the inspector to enter licensed premises, taking of photographs, making and taking copies of documents and complying with the requirements of enforcement notices).

Accidents and Dangerous Occurrences

21. HSE shall ensure that the requirements set out in Annex A to this MoU regarding the handling of Accidents and Dangerous Occurrences are complied with.

Price and payment

22. The Secretary of State shall pay HSE the costs incurred in performing the functions specified in paragraph 10 in accordance with the following arrangements:

    a. the Secretary of State shall pay HSE for agreed planned work and for reactive work to support licensing arrangements according to an estimated annual costed programme of work (the 'Programme of Work'). The Programme of Work will be set out and agreed with the Secretary of State within a month of the start of the financial year. In addition, HSE will provide to the Secretary of State on request, input to inform Spending Reviews;

    b. HSE shall notify the Secretary of State as soon as possible if the agreed sums set out in the Programme of Work are likely to be different;

    c. the Secretary of State shall be responsible for additional costs only where the Secretary of State has consented to that additional expenditure in writing before it has been incurred;

    d. payment for each financial year will be to HSE on a biannual basis on receipt of a valid invoice. Payment shall be made within 30 days of receipt of an undisputed invoice;

    e. an invoice shall be considered valid where it includes a description of the work and the number of hours spent on planned and reactive work.

Reporting

23. HSE shall submit to the Secretary of State by 30th June each year a report on the work carried out in performance of this MoU during the preceding financial year (the 'Annual Report'. Payment for each financial year will be to HSE on a biannual basis on receipt of a valid invoice. The Annual Report must contain:

    a. an account of the work done under the Programme of Work for the preceding financial year;

    b. the number of inspection visits undertaken during the preceding financial year;

    c. the outcome of interventions undertaken during the preceding financial year;

d. information on investigation and enforcement action undertaken during the preceding financial year.

Record keeping

24. HSE must maintain an auditable system for receiving, processing and authorising licences. Current and previous licences must be retained in electronic format. All SAPO documents and licences must be kept securely.

25. HSE must ensure that SAPO documents and licences are marked according to the relevant security marking appropriate to each document or licence.

26. HSE shall produce such accounts, documents, records or explanation as the Secretary of State may reasonably request relating to the expenditure, licences issued or interventions undertaken in connection with the MoU. In particular, on a biannual basis HSE shall provide to the Secretary of State a record of the hours and costs of planned and reactive administration, management and inspections and the budgetary position (the 'Financial Report').

27. HSE shall keep and maintain full and accurate records of the functions exercised under the MoU and all expenditure reimbursed by the Secretary of State for at least six years after the completion of the agreed work. HSE will make such records available for scrutiny free of charge at HSE, by prior arrangement, to auditors acting on behalf of the Secretary of State.

28. The Secretary of State will retain copy files of SAPO documents and licences produced before 1 April 2015 for five years from the last paper on the file.

Monitoring of Performance

29. HSE shall immediately inform the Secretary of State if any of the functions referred to above are not being or are unable to be performed, the reasons for non-performance, any corrective action and the date by which that corrective action will be completed.

30. Performance of the functions referred to above is subject to the provisions set out at Annex A to this MoU. Key performance indicators are also set out at Annex A.

31. When required, a performance review meeting will be held between the Secretary of State and HSE to review the budget, planned and reactive work, management and delivery of the key performance indicators ('Performance Review Meeting').

Variation

32. Any variation to this MoU, may only be made by mutual consent of the Parties. Either Party may seek to vary the agreed scope of this MoU and work contained in it. Each Party shall give reasonable notice of any major changes it is seeking in order to enable the other Party to respond as quickly as possible.

33. On receipt of a written request from the Secretary of State to vary the agreement, HSE will provide an estimate of the financial, human and other resources necessary to meet the request and shall provide an estimated timetable for effecting the variation requested to the agreed deadline.

34. A variation shall not take effect unless recorded in writing and signed by both Parties.

Termination

35. This MoU or any extension of it may be terminated by either Party.

    a. on the expiry of 6 months' written notice of termination given to the other Party; or

    b. on the expiry of a shorter period of notice than 6 months as agreed by the Parties.

36. In the event of early termination according to paragraph 35:

    a. HSE will submit for payment by the Secretary of State a certified statement of the costs properly incurred from the date of the last payment, if any, up to the termination date;

    b. HSE may, in addition to the costs referred to in paragraph 36a, also claim costs that it is legally bound to pay after the termination date as a result of commitments properly incurred before the date of notice of termination, which remain unpaid by the Secretary of State at the date of notice of termination.

Disputes

37. Where there is a difference of opinion between the Secretary of State and HSE on the interpretation of this MoU, or any matter arising from this MoU, the matter will, in the first instance, be referred to the nominated contacts, a list of whom will be agreed, maintained and updated. If they are unable to reach agreement, the matter will be referred to the signatures of this agreement and then to the Secretary of State and the Secretary for Work and Pensions who shall jointly be the final arbiters.

Signatories

38. The duly authorised representative of the Parties affix their signatures below.

We agree to and accept all the terms and conditions of the above MoU.

Signed on behalf of the Secretary of State for the Environment, Food and Rural Affairs

Name: Gordon Hickman

Position: Head of Exotic Disease Control

Date: 7 July 2025

Signed on behalf of the Health and Safety Executive

Name: DAVID MURRAY

Position: Director of Finance & Corporate Services

Date: 13th October 2025

Annex A – Service Levels and Performance

General

1. The Secretary of State will continue to be responsible for specified animal pathogens policy advice and appointing someone to consider and report on any appeal of an enforcement notice as required.

2. HSE will be responsible for the effective administration, licensing, inspection (including targeted interventions), and enforcement of SAPO. In carrying out these responsibilities HSE may seek veterinary advice from Animal and Plant Health Agency (APHA) veterinarians.

3. Where practicable, site visits and inspections under SAPO and the Health and Safety at Work etc Act 1974 by HSE are to be coordinated, to ensure HSE make the most efficient use of travel and subsistence.

4. HSE will undertake other relevant activities (e.g. reviewing guidance) as agreed with the Secretary of State in the Programme of Work.

Licensing

5. HSE is to ensure that appropriate procedures are in place for quality assurance of licences before issue.

6. HSE's review of licence applications should consider the information in 'Guidance for licence holders on the containment and control of specified animal pathogens' (HSG280) which sets out the different containment levels i.e. SAPO 2-4.

7. The Parties intend that licensing of SAPO2 facilities will be mainly dealt with through a desk based assessment, unless there is a risk based rationale for a pre-licensing check.

8. The Parties intend that licensing of SAPO3 and SAPO4 facilities will be dealt with by pre-licensing inspection unless there is a risk based rationale for doing this administratively. Where a laboratory applies to work with foot-and-mouth-disease virus for the first time, HSE will notify the Secretary of State.

9. Licences shall have goal-setting, risk based conditions, which will place an emphasis on safety management systems and the selection of containment and control

measures based on the outcome of risk assessment(s). Examples of such licence conditions are set out in 'Guidance for licence holders on the containment and control of specified animal pathogens' (HSG280).

10. Licence conditions are to be as consistent as possible across SAPO2, SAPO3 and SAPO4 facilities to provide a consistent regulatory approach by HSE.

Reporting and handling of Accidents and Dangerous Occurrences

11. Licence holders are required to notify HSE of Accidents immediately. For Dangerous Occurrences this should be done within 24 hours of the matter being identified.

12. Where an Accident has occurred HSE must inform the APHA Veterinary Exotic Notifiable Diseases Unit as soon as possible after receiving notification from the laboratory at which the Accident has occurred.

13. On receipt of an Accident or Dangerous Occurrence notification, HSE will review and decide within 10 working days whether the Accident or Dangerous Occurrence meets the mandatory investigation selection criteria. HSE shall record the rationale behind decisions to investigate or not investigate. HSE shall conduct investigations in line with HSE procedures and appropriate enforcement action taken in line with the EPS and EMM.

14. Where HSE identifies significant compliance issues arising from an Accident or Dangerous Occurrence that may have policy implications or may generate wider public interest, HSE will provide the Secretary of State with an initial written report within 5 working days of discovering this compliance issue. The Secretary of State is to be kept informed of developments and the outcome of related investigations.

15. Where HSE takes enforcement action in the form of a SAPO prohibition notice it will inform the Secretary of State by the end of the next working day that the notice has been issued and provide information on the proposed action/next steps.

16. Where HSE intends to take enforcement by criminal prosecution or HSE action is subject to judicial review, HSE will inform the Secretary of State by the end of the next working day of that decision. An estimate of the likely timescale and costs of any proceedings will be provided as soon as reasonably possible thereafter and kept under regular review.

17. A record of all notified Accidents and Dangerous Occurrences shall be kept by HSE and the significant cases discussed at Performance Review Meetings when required.

Programme of Work

18. HSE shall agree the Programme of Work with the Secretary of State within a month of the start of each financial year, which shall include:

a. the planned objectives, for example, licence renewal inspections and proactive strategic risk-based intervention programme (including intervention plans for SAPO 4) for the forthcoming year;

b. HSE resources;

c. the cost;

d. estimated reactive work and requirement for provision of technical advice, guidance or information relevant to specified animal pathogens (e.g. technical advice on international standards, attendance at international meetings if necessary).

Key Performance Indicators

Key Performance Indicator (KPI)	Output	Measured
KPI 1 – Responsiveness	HSE issues licences and licence renewals to an appropriate quality within 3 months of receiving a complete application or notification of a significant change, or within 15 working days of all outstanding matters having been resolved. Ad hoc enquiries are to be dealt within 30 working days or, if urgent, to the agreed deadline.	HSE will deliver required outputs against agreed timescales – measured at monthly operation performance review meetings and summarised at HSE/Defra meetings (when required).
KPI 2 – Assessment of Compliance	HSE carries out regulatory activities, investigations, and where appropriate, enforcement of SAPO licence conditions, with experienced and qualified staff, to meet the requirements of this MoU and HSE's	HSE will deliver inspection reports, letters, notices, desk-based reviews and investigation reports to HSE expected quality standards and in line with agreed timescales – measured by data quality checks by Ops Manager

Key Performance Indicator (KPI)	Output	Measured
	inspection and investigation procedures, and EPS and EMM.	(SPC/Admin/74) and summarised at HSE/Defra meetings (when required).
KPI 3 – HSE to deliver service improvements to Defra and stakeholders, resource, and cost savings	HSE through intervention, aims to improve safety performance and raise standards across the biological agents sector and to do so in an efficient and effective manner. HSE uses intelligence to target inspections to areas of greatest risk.	The Annual Report (and the HSE/Defra review meetings held as necessary) will include discussion of the following parameters: Targeting of intervention plans. Comparison of inspection scores at and between SAPO 4 laboratories. Comparison of year on year number of reported accidents and dangerous occurrences for SAPO. Review of performance statistics to identify if changes are necessary to improve efficiency and effectiveness.
KPI 4 – Performance against budgeted cost	HSE to deliver the agreed service and Programme of Work on time and within budget. HSE to notify SoS as soon as possible if the agreed sums in Programme of Work are likely to be different.	Assessed as part of the Performance Review Meetings.

Annex B: Data Protection Joint Controller Agreement

Purpose

1.1 The purpose of this agreement is to explain the respective roles that Defra and HSE will play in managing the processing of personal data associated with managing the processing of personal data associated with SAPO licensing and inspections, carried out under SAPO or the AHA, and on behalf of the Secretary of State.

1.2 Defra and HSE are considered Joint Controllers of the data collected, as both parties jointly determine the means and purpose of processing personal data as part of the functions defined in the MOU.

Joint Controller Responsibilities

2.1 Joint Controllers have the following responsibilities:

- 2.1.1 Each Joint Controller is individually responsible for compliance with relevant provisions of the Data Protection Act 2018 (DPA) and the UK General Data Protection Regulation (GDPR), in relation to the processing of personal data which it carries out.
- 2.1.2 Each Joint Controller is responsible for ensuring that personal data which it processes is:
  - 2.1.2.1 adequate, relevant, and only processed in connection with one of the lawful bases; and
  - 2.1.2.2 accurate and, where necessary, kept up to date; the Joint Controller having taken every reasonable step to ensure that any inaccurate personal data has been deleted or rectified.

2.2 Each Joint Controller must put in place appropriate Technical and Organisational Measures within their organisation to protect any personal data they are processing. This includes protection against any unauthorised or unlawful processing, and against any accidental disclosure, loss, destruction or damage.

2.3 On instruction from the Lead Controller, each Joint Controller is responsible for carrying out any required Data Protection Impact Assessment for any element of business or process change subject to this agreement.

2.4 Each Joint Controller is responsible for following the Lead Controller's Data Security Guidance to ensure that the necessary measures are taken to protect personal data.

2.5 On instruction from the Lead Controller, each Joint Controller is responsible for maintaining any Records of Processing Activity for data held on their systems.

Lead Controller's Responsibilities

3.1 In the case of this MoU, the Lead Controller is HSE.

3.2 The Lead Controller, in addition to responsibilities arising in the management and use of data by its organisation, is also responsible on behalf of the Joint Controllers for leading the appointment and management of any Processors required for the Joint Processing. This includes the Lead Controller entering into Data Processing Contracts (DPCs) with any Processors who may be appointed.

3.3 The Lead Controller must ensure that Data Protection Impact Assessments (DPIAs) are conducted and maintained as required by Section 64 of the DPA.

3.4 The Lead Controller must ensure that a Record of Processing Activity for the processing subject to this agreement is maintained as required by Section 61 of the DPA.

3.5 The Lead Controller must ensure through Data Security Guidance the necessary measures are taken to protect personal data is compiled, maintained and disseminated to the Joint Controllers.

Lead for Data Subject Rights

4.1 The Lead Controller is responsible for identifying the Lead for Data Subjects.

4.2 As the Lead Controller, HSE has been identified as the Lead for Data Subjects.

4.3 The Lead for Data Subject Rights acts as the contact point for Data Subjects as required by Section 58(3) of the DPA.

Data Subject Rights

5.1 The Lead for Data Subject Rights acts as the primary point of contact for Data Subjects wishing to exercise their rights under Part 3 of the DPA.

5.2 Subject to the approval of the Lead Controller, the Lead for Data Subject Rights will establish the procedure to be followed by the Joint Controllers in respect of the management of Data Subject Rights applications relating to any Joint Processing carried out under these arrangements.

5.3 All Joint Controllers will maintain a point of contact (SPoC) to assist the Lead for Data Subjects in the management of Subject Rights applications and notification of Personal Data Breaches.

5.4 When managing Right of Access requests, the Lead for Data Subjects will liaise as necessary with the SPoCs of each Joint Controller.

5.5 The Joint Controllers will individually provide such assistance as is reasonably required to enable the Lead for Data Subjects to comply with applications from Data Subjects exercising their rights under the DPA within time limits imposed by the legislation.

5.6 In respect of Personal Data subject to Joint Processing the relevant Joint Controllers will individually notify the Lead for Data Subjects within 24 hours of becoming aware if they:

5.6.1 receive a Right of Access application
5.6.2 receive an application for rectification of personal data
5.6.3 receive an application for erasure or restriction on processing of personal data
5.6.4 receive any other application, request, complaint or communication relating to any of the Joint Controllers' obligations under Part 3 of the DPA
5.6.5 become aware of a Personal Data Breach event.

5.7 Each Joint Controller must, in respect of the personal data, provide clear and sufficient information to the Data Subjects, in accordance with *(GDPR Article 14 and/or Section 44 of the DPA)*, as to the purposes for which they will process their personal data, the legal basis for such purposes and such other information as is required by the Data Protection Law. Each Joint Controller is individually responsible for making this information available to Data Subjects.

5.8 Each Joint Controller is responsible for handling Data Subject Access Requests received, and where data may be held by another Joint Controller, this must be communicated to the Data Subject.

Processing that falls under Joint Controllership

6.1 The table below sets out details of the Joint Processing that falls under this Joint Controllership Agreement.

Subject matter of the Joint Processing	The processing is needed in order to support delivery of SAPO licensing and inspections. HSE conducts the inspections on behalf of Defra's Secretary of State and supplies advice and information to holders that consent to receive advice and information from HSE. On occasions where there has been a breach of the law, HSE will investigate and carry out enforcement action where necessary.
Duration of the Joint Processing	For as long as the MoU is in operation ie, 1 April 2025 to 31 March 2030, unless extended or renewed in accordance with the terms of the MOU.
Purpose of the Joint Processing	HSE collects data from SAPO licence applications and identifies possible sites for inspection. On behalf of Defra's Secretary of State, HSE inspectors will secure compliance with health and safety law and SAPO at establishments working with specified animal pathogens. The personal data enables HSE to write to consent holders, serve enforcement notices, vary licence conditions, prosecute etc. HSE processes inspection reports and other information electronically. HSE will retain the information on central record and information management systems (called COIN and CM9). Defra will retain the information on a central record and information management system (called SharePoint).
Nature of the Joint Processing	HSE collects the personal data as a record of the applicant/establishment as part of the application process for a SAPO licence. HSE collects personal data so that it can carry out SAPO inspections on behalf of Defra's Secretary of State. The Annual Report to Defra is to inform them of the number of inspection visits, the outcome of any interventions and information and enforcement action carried out. The Annual Report is anonymised. An Agency Agreement between HSE and Defra provides the legal basis for HSE inspectors to undertake SAPO inspections. The MoU provides the detail of how this is achieved. The legal basis is set out in 'The Specified Animal Pathogens Order 2008', 'The Animal Heath Act 1981'. HSE will handle information as outlined in the HSE Business Classification and Disposal Policy.

Type of Personal Data subject to Joint Processing	HSE and Defra officials: Names, work addresses and work contact details. SAPO Licences: Job role, business name and establishment address. SAPO Inspections: Name, job role, work contact details and establishment address.
Categories of Data Subject subject to Joint Processing	HSE officials, Defra officials, Consent holders.
Information Asset Owner(s) of Personal Data subject to Joint Processing	Head of CEMHD
Arrangements for return or disposal of the Personal Data once Joint Processing is complete	HSE destroys most files when they are 10 years old, however exceptions apply and are specified in the business classification scheme and disposal policy. In the case of the provision of advice, information and guidance to enable other regulators to perform their statutory activities relating to assessment, permissioning and enforcement of health and safety legislation the information is destroyed after 10 years. Defra appraises files when they are 7 to 10 years old (or as near as possible afterwards) and will not retain records for more than 20 years.
Authorised Staff	CEMHD8

Personal Data Breaches

7.1 Each Joint Controller is individually responsible for any damage caused by the processing of personal data by its organisation, which is found to be in breach of the data protection legislation.

7.2 Each Joint Controller is responsible for reporting any Personal Data Breach, as defined by GDPR Article 4(12), committed by its staff to the Information Commissioner's Office

(ICO) without undue delay in accordance with DPA, and (where applicable) inform Data Subjects as required by the DPA. The Joint Controller will also inform the Lead Controller without undue delay via the appointed SPoC in accordance with paragraph 6.3.

7.3 Each Joint Controller will ensure that any Personal Data Breach that meets the relevant threshold criteria will be reported to the ICO within 72 hours of notification. This will include informing the affected data subject should the circumstances warrant it. The appropriate Data Protection Officer will be responsible for making the report.

7.4 If financial penalties are imposed by the ICO on a Joint Controller in relation to any data processed under this agreement and if in the view of the ICO, one Joint Controller is responsible for the imposition of those penalties, that Controller shall be responsible for the payment of the penalties imposed.

7.5 If the ICO expresses no view as to responsibility, then each Joint Controller shall bear responsibility for an equal share of the penalty imposed.

7.6 In the event of a dispute between the Joint Controllers in respect of the responsibility for the damage caused by the Joint Processing carried out by one of more of the Joint Controllers in accordance with this agreement, the Joint Controller responsible for settling the penalty imposed is as determined by the ICO in the exercise of their enforcement powers under the DPA.

7.7 In the event that a Joint Controller becomes aware of any Personal Data Breach committed by the staff of another Joint Controller they will inform that Joint Controller and the Lead Controller without undue delay via the appointed SPoC in accordance with paragraph 7.3

7.8 The relevant Joint Controller(s) will provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

7.9 If any Joint Controller is the defendant in a legal claim before a court of competent jurisdiction by a third party in respect of data processed under the MOU, then the Controller determined by the final decision of the court to be responsible for the damage shall be liable for the losses arising from such damage.

7.10 Where all Joint Controllers are liable, the liability will be apportioned between the parties in accordance with the decision of the court. If the court does not apportion liability between the Controllers then each Controller shall bear responsibility for an equal share of the penalty imposed, unless it can prove that it is not in any way responsible for the event giving rise to the damage.

7.11 Nothing in this agreement will prevent the Controllers coming to a mutual agreement as to the apportionment of financial responsibility for any losses, cost claims or expenses arising from the processing of data under the MOU.

Data retention

8.1 Each Joint Controller will only retain or process Personal Data for as long as is necessary in accordance with legislation and relevant national or local guidelines.

8.2 Each Joint Controller will retain personal data associated with the MOU in accordance with their respective organisational disposal policies. Each Controller is responsible for ensuring appropriate technical and procedural functions are in place to ensure the secure and timely destruction of personal data.

Security and Training

9.1 Each Joint Controller will ensure that staff members are appropriately trained to handle and process data in accordance with applicable organisational procedures.

9.2 The Joint Controllers will not transfer any personal data they are processing outside of the UK unless appropriate legal safeguards are in place, such as an adequacy decision or Standard Contractual Clauses, as required by data protection law.

9.3 Each Joint Controller will ensure staff are appropriately trained in how to use and look after personal data and follow approved processes for data handling.

9.4 Each Joint Controller will ensure staff have appropriate security clearance to handle personal information subject to the MOU.

Freedom of Information 2000 (FOI) and Environmental Information Regulations 2004 (EIR) requests

10.1 Each Joint Controller will ensure that data is managed and controlled in accordance with the requirements of the FOI and EIR.

10.2 Any Joint Controller may receive a request for information from a member of the public or any other person under the various pieces of information disclosure legislation (GDPR, DPA, EIR, FOI).

10.3 Each Joint Controller is ultimately responsible for making the final decision on disclosure, non-disclosure or application of any exceptions and exemptions in relation to any request they receive, ensuring all resulting responses are lawful.

10.4 Each Joint Controller will consider all requests on a case-by-case basis, ensuring that public interest tests are conducted and documented where required.

10.5 Each Joint Controller receiving a request for information that has been supplied by another Joint Controller, will consult the Joint Controller supplying the information as early as possible and before any information is disclosed in response to the request to enable sufficient time for the views of the information supplier, including any objections to disclosure, to be taken into account when determining whether the information is to be disclosed or withheld.

10.6 Each Joint Controller receiving a request for information that it holds and knows or believes is also held by another Joint Controller , will consult that other Joint Controller as early as possible and before any information is disclosed in response to the request. The purpose of this consultation is to ensure that:

10.6.1 the Joint Controller that received the request is able to share any concerns about information that might be disclosed to the requester,

10.6.2 the Joint Controller holding the information is able to take those concerns fully into account in its decision-making, and

10.6.3 the Joint Controllers can co-ordinate their handling of requests.

10.7 Each Joint Controller will provide to the other Joint Controller(s) any information in its possession that may be reasonably requested by the other, subject to necessary confidentiality constraints, safeguards and statutory rules on disclosure.

10.8 Each Joint Controller will seek the approval of the other Joint Controller(s) before externally publishing any information resulting from the use of information received from the other Joint Controller(s), and such approval will not be unreasonably withheld.

10.9 Each Joint Controller shall treat all confidential information belonging to the other Joint Controller as confidential and safeguard it accordingly and shall not disclose any confidential information belonging to the other Joint Controller to any other persons without the prior written consent of the other Joint Controller.

10.10 Each Joint Controller acknowledges and agrees that each may disclose commercial information for purposes connected with the exercise of the Government's functions, including:

10.1.1 any audit or examination of the Government's accounts or the use of its resources, and/or

10.1.2 scrutiny by the authorised body of the exercise of the Government's functions.

10.11 Nothing in this agreement shall prevent either Joint Controller from disclosing any information required to be disclosed pursuant to any applicable law, government regulation or decision of any court or tribunal of competent jurisdiction.

Review and Governance Arrangements

11.1 This agreement will remain in force until terminated by a majority number of the Joint Controllers.

11.2 The Lead Controller will on behalf of the other Joint Controllers review these arrangements in accordance with the 5 year duration of the MoU. On request of one or more of the other Joint Controllers a an immediate review of the Arrangements may be initiated. The Joint Controllers may decide to continue, amend or terminate the Arrangements depending on the outcome of any review.

11.3 The review set out at 11.2 will involve:

11.3.1 Assessing whether the purposes of Joint Processing are still lawful and whether the purposes should be revised

11.3.2 Assessing whether the legal framework governing data quality, retention, and Data Subjects' and individuals' rights are being complied with

11.3.3 Assessing whether personal data breaches involving data have been handled in accordance with these Arrangements and the relevant legal framework

11.4 The Joint Controllers will provide reasonable assistance as is necessary to facilitate the conduct of any review in an efficient and expeditious manner.

Data Protection Officers

The contact details of the parties Data Protection Officers are:

Joint Controller	**Data Protection Officer**
HSE Health and Safety Executive Redgrave Court Merton Road, Bootle Liverpool	Malwina Leszczynska Data Protection Officer Health and Safety Executive Mallard House, Kings Pool, York, YO1 7PX Email: Data.Protection@hse.gov.uk
Defra Department for Environment, Food and Rural Affairs (Defra) 2nd Floor, Seacole Block 2 Marsham Street London SW1P 4DF	Defra group DPO Email: DefraGroupDataProtectionOfficer@defra.gov.uk Or data.protection@defra.gov.uk