



Gangmasters &
Labour Abuse Authority



Memorandum of Understanding

Between the Gangmasters and Labour
Abuse Authority and the Health and
Safety Executive

1 General

Introduction

- 1.1 This Memorandum of Understanding (MoU) is between the Gangmasters and Labour Abuse Authority (GLAA) and the Health & Safety Executive (HSE). It establishes the areas of agreement on information exchange and support for operational activity, including where appropriate, joint operations, subject to existing legal gateways.
- 1.2 This MoU applies to the GLAA licensing remit; their role in tackling labour market offences; and their powers in respect of modern slavery relating to labour exploitation. It also applies to the HSE role of regulating risks to health and safety arising from work activity in Great Britain.
- 1.3 The GLAA and the HSE embrace the principles set out in this document. It is the duty of the GLAA and the HSE to maintain the confidence in which customers provide the organisations with information whilst at the same time enabling co-operation between the GLAA and the HSE where each organisations internal policy and the law allows it.

Purpose

- 1.4 The purpose of the MOU is to document the appropriate arrangements and obligations under which the HSE and the GLAA will share information to assist each with fulfilling their duties as regulators.
- 1.5 Information sharing to and from the GLAA and the HSE is to assist in compliance, investigation, and enforcement activities. This includes information on licensing, possible labour market offences, modern slavery offences relating to labour exploitation and health and safety concerns. In some cases, joint operational activity may be required.

2 Legal Gateways

- 2.1 The GLAA licensing scheme regulates businesses who provide workers to the fresh produce supply chain and horticulture industry, to make sure they meet the employment standards required by law under The Gangmasters (Licensing) Act 2004 (as amended by the Immigration Act 2016). Section 19 enables the GLAA and the HSE to disclose information to each other
- 2.2 The GLAA have powers to investigate under sections 1,2 and 4 of the Modern Slavery Act 2015, in respect of labour exploitation and Section 3(3) of the Immigration Act 2016 (Labour Market Offences). The HSE investigate breaches of workplace health and safety under the Health and Safety at Work Act 1974.

Other Legislation

Data Protection Act 2018

- 2.3 Information held by the GLAA and the HSE is subject to the provisions of the Data Protection Act 2018. The provision of any information by the HSE to the GLAA, or vice-versa, will only be done where it is permitted by law and where appropriate controls are in place.

Human Rights Act 1998

- 2.4 The GLAA and the HSE are public authorities within the meaning of section 6 of the Human Rights Act 1998. This means they are legally obliged to exercise the information disclosure provisions in a manner that is compatible with the European Convention on Human Rights.

Confidentiality

- 2.5 The GLAA and the HSE agree that information provided by one party to the other must be stored and disclosed only in accordance with the conditions of this agreement and in line with their organisational data retention and disposal policies

3 Management of the MOU

- 3.1 The HSE Vulnerable Workers Team takes responsibility for the management and maintenance of this MoU. Regular reviews will be undertaken in conjunction with the GLAA.

Complaints

- 3.2 Where members of the public have cause for complaint against activities generated by the operation of this agreement by the HSE and/or the GLAA, complaints received by either of the parties to the agreement should be shared with the other for resolution.

Contact details

- 3.3 GLAA

intelligence@gla.gov.uk

The Gangmasters and Labour Abuse Authority
P.O. Box 8538
Nottingham NG8 9AF

Tel: 03000719567

HSE

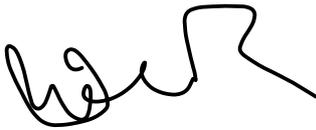
AGFOODSEC@hse.gov.uk

Health and Safety Executive
Redgrave Court
Merton Road, Bootle
Liverpool
L20 7HS
Tel: 0300 790 6787

Signatories

- 3.4 This agreement formalises the arrangements for the disclosure of information between the GLAA and the HSE.

Signed:



Ian Walker
GLAA Head of Intelligence

Date: 09/03/2021



John Rowe
HSE Head of Operational Strategy
Division

Date: 15/4/2021

Annex 1: GDPR Article 26, Joint Data Controller Declaration

Purpose

1. The purpose of this annex is to explain the respective roles that GLAA and HSE will play in managing the processing of personal data associated with labour abuse and modern slavery. GLAA and HSE are considered joint-controllers of the data collected, as both parties (independently) determine the means and purpose of processing personal data as part of the functions defined in this broader MoU.

Data Protection

2. GLAA and HSE will comply with all relevant provisions of the Data Protection Act 2018 (and the General Data Protection Regulation). GLAA and HSE will act as joint data controllers, in respect of any personal data pursuant to this MoU; they will only process such personal data to the extent defined in the relevant regulatory framework.
3. Neither GLAA nor HSE will transfer any personal data it is processing outside of the European Economic Area, unless appropriate legal safeguards are in place, such as Privacy Shield or Model Contract Clauses.
4. GLAA and HSE will ensure that they have appropriate technical and organisational procedures in place to protect any personal data they are processing. This includes any unauthorised or unlawful processing, and against any accidental disclosure, loss, destruction or damage. GLAA will promptly inform HSE, and vice versa, of any unauthorised or unlawful processing, accidental disclosure, loss, destruction or damage to any such personal data. Both parties will also take reasonable steps to ensure the suitability of their staff having access to such personal data.

Specific GLAA Responsibilities

5. GLAA has the following specific responsibilities:
 - i. Carrying out any required Data Protection Impact Assessment for any element of business or process change
 - ii. Following GLAA Data Security Guidance to ensure that the necessary measures are taken to protect personal data.
 - iii. Ensuring GLAA staff are appropriately trained in how to use and look after personal data and follow approved processes for data handling.
 - iv. Ensuring GLAA staff have appropriate security clearance to handle personal information collected as part of this process.
 - v. Secure transfer of personal data to HSE as necessary for fulfilment of HSE's regulatory functions.
 - vi. Responding to Data Subject Access Requests when and where required.
 - vii. Reporting any data breaches within GLAA to their Data Protection Officer and the ICO (where appropriate).
 - viii. Maintaining any Article 30 processing records for data held on GLAA systems

Specific HSE Responsibilities

6. HSE has the following specific responsibilities:
 - i. Carrying out any required Data Protection Impact Assessment for any element of business or process change
 - ii. Following HSE Data Security Guidance to ensure that the necessary measures are taken to protect personal data.
 - iii. Ensuring HSE staff are appropriately trained in how to use and look after personal data and follow approved processes for data handling.
 - iv. Ensuring HSE staff have appropriate security clearance to handle personal information collected as part of this process.
 - v. Responding to Data Subject Access Requests when and where required in relation to personal data being processed as part of the regulatory function
 - vi. Reporting any data breaches to their Data Protection Officer and the ICO (where appropriate)
 - vii. Maintaining any Article 30 processing records for data held on HSE systems

Individual Rights

7. GDPR specifies new rights for individuals over the processing of their data. These rights, and the process an individual should follow when making a request, are listed in both GLAA and HSE's privacy notice. Both parties should ensure they consult and comply fully with their respective privacy policies in the event of a Data Subject exercising any of their rights under data protection legislation.
8. In response to any subject access request, GLAA or HSE will undertake a proportionate and reasonable search and respond within one month of the original request.

Data breach

9. GLAA is responsible for reporting any breach occurring within their authority to their Data Protection Officer and the ICO (where appropriate). GLAA will also inform HSE of the breach if there is any direct impact on their staff or wider interest.
10. HSE are responsible for reporting any data breaches within their Authority to their Data Protection Officer and ICO (where appropriate), as well as to GLAA if there is any direct impact on their staff or wider interests.
11. Any personal data breach as defined by GDPR Article 4(12) that meets the relevant threshold criteria will be reported to the Information Commissioners' Office (ICO) within 72 hours of notification. This will include informing the affected data subject should the circumstances warrant it. The appropriate Data Protection Officer (see below) will be responsible for making the report, following consultation their Chief Executive Officer (CEO).
12. If financial penalties are imposed by the Information Commissioner on a party in relation to any data processed under this agreement and if in the view of the

Information Commissioner, one party is responsible for the imposition of those penalties, that party shall be responsible for the payment of the penalties imposed.

13. If the Information Commissioner expresses no view as to responsibility, then each party shall bear responsibility for half of the penalty imposed.
14. If either HSE or GLAA are the defendant in a legal claim before a court of competent jurisdiction by a third party in respect of data processed under this agreement, then the party determined by the final decision of the court to be responsible for the damage shall be liable for the losses arising from such damage. Where both parties 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 parties then each party shall bear responsibility for half of the penalty imposed, unless it can prove that it is not in any way responsible for the event giving rise to the damage.
15. The provisions of this clause do not prevent the parties 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 this agreement.

Data retention

16. GLAA and HSE will retain personal data associated with labour abuse and modern slavery in accordance with their respective organisational disposal policies. Each party is responsible for ensuring appropriate technical and procedural functions are in place to ensure the secure and timely destruction of personal data.

Information Disclosure

17. Either party to this MoU may receive a request for information from a member of the public or any other person under the various pieces of information disclosure legislation (EU General Data Protection Regulation 2016/679 (GDPR) and the Data Protection Act 2018 (DPA)), Environmental Information Regulations 2004 (EIRs), the Freedom of Information Act 2000 (FOIA) etc.).
18. The recipient party to any request for information is ultimately responsible for making the final decision on disclosure. All requests for information will be considered on case-by-case basis, and all resulting disclosures must be lawful. The default position for both parties is to disclose unless one or more absolute exemptions (as defined by the Law Enforcement Exemption for example) apply to a specific request. Where the recipient party wishes to apply a qualified exemption (as defined by the Law Enforcement Exemption for example) to all or part of a request, they must ensure this is validated by a documented public interest test.
19. If a party receives a request for information that has been supplied by the other party ("the information supplier"), the party that has received the request for information will consult the information supplier 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.

20. If a party receives a request for information that it holds and knows or believes the information is held by the other party, the party that received the request will consult the other party as early as possible and before any information is disclosed in response to the request. The purpose of this consultation is to ensure that the party that received the request is able to share any concerns about information that might be disclosed to the requester, that the party holding the information is able to take those concerns fully into account in its decision-making, and that the parties can co-ordinate their handling of requests.

Data Protection Officers

The contact details of the Joint Controller Data Protection Officers are:

GLAA	HSE
Jane Walker Data Protection Officer Gangmasters and Labour Abuse Authority Apex Court, City Link Nottingham NG2 4LA Email: jane.walker@gla.gov.uk	Sean Egan Data Protection Officer Health and Safety Executive 1.3 Redgrave Court Merton Road, Bootle Liverpool L20 7HS Email: Data.Protection@hse.gov.uk