

# Knowledge and Analytical Services



Llywodraeth Cymru  
Welsh Government

## AGREEMENT IN RESPECT OF INFORMATION PROVIDED BY THE WELSH GOVERNMENT

1. The Welsh Government has agreed to supply «OrganisationName» (“us”, “we”) with the information («DatasetName») described in clause (ii) of the schedule to this agreement (“the Schedule”) on or by «EffectiveDate» for the duration of the period set out under clause (vi) of the Schedule, subject to the terms of this agreement, and subject to the signature by us of this agreement as duly authorised signatory for and on behalf of «OrganisationName» as described in clause (i).
2. We acknowledge that the information may include personal data within the meaning of the Data Protection Act 1998 (“personal data”) to which the provisions of that Act (“the DPA 1998”) apply. This is set out in clause (v) of the Schedule along with any other legal considerations.
3. After receiving the information we may use it for the purpose(s) specified in clause (iii) of the Schedule, but we will not use it for any other purpose unless the Welsh Government gives us express written permission to do so. We confirm that this purpose is consistent with the aims of National Statistics.
4. We will only use the information transfer methods as set out in clause (vii) of the Schedule and will only store the information on a secure area of our network, where:
  - a. the ICT equipment used to access the network is owned and fully managed by us;
  - b. the servers or other ICT equipment used to host the network are protected by up-to-date virus-checking software; and a patching regime; with connections to other networks controlled by firewalls;
  - c. the servers (if they exist) reside in a pre-defined location within the EEA (or country included within Safe Harbour agreements) with physical and electronic access to those servers controlled and limited to known, authorised individuals only; and
  - d. the network is configured so that access to the information is restricted to the analytical contact and named individuals listed in clause (i) of the Schedule via a password controlled account.

Under no circumstances will the information be stored on a standalone device without such controls, nor will it be stored on removable media without each of hardware encryption; password protection; and separate specific agreement of the Welsh Government to this.

5. We will ensure that all copies (electronic or hard) and backups of the information are managed securely and subject to the same standards as systems holding live information, again with access restricted to the analytical contact and named individuals listed in clause (i) of the Schedule.
6. We acknowledge that we have read the [Code of Practice for Official Statistics: Principles 5 - Confidentiality and 8 - Frankness and accessibility](#)<sup>1</sup>, which describes the procedures adopted by the Welsh Government Knowledge and Analytical Services to protect the confidentiality of personal data that it holds and to comply with the provisions of the DPA 1998. We confirm that our use of the information under the terms of this agreement will be in accordance with these procedures.
7. Subject to paragraph 8, we will not allow any other person or organisation access to the information without obtaining the prior written permission of the Welsh Government and where such permission is given we will ensure that the conditions attached to such permission are met and that the permitted recipient of the information signs an agreement in respect of the information in a form approved by the Welsh Government. The conditions attached to such permission will include details of how we and the third party organisation will ensure that our ethical responsibilities and legal obligations are met during the transmission, storage, analysis, reporting on and (in due course) destruction of the information.
8. The restrictions and obligations placed on us by paragraph 7 do not apply in a situation in which we are legally obliged to disclose the information by or under legislation (for example, the Freedom of Information Act 2000), by a rule of law or by an order of a court or tribunal. Once we have a reasonable expectation that such a situation may arise we will as soon as is reasonably practicable notify the Welsh Government of that and provide the Welsh Government with such information as the Welsh Government may reasonably require in order to enable it to make representations to any person about the disclosure of the Information.
9. We will not publish any of the information or results based on analysis of the information without the prior written approval of the Welsh Government.
10. We will comply at all times with the provisions of the DPA 1998 in respect of that part of the information that is personal data (as set out in in clause (v) of the Schedule), and will not take any steps that could put at risk the confidentiality or security of the information.

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<sup>1</sup> <http://statisticsauthority.gov.uk/assessment/code-of-practice/index.html>

11. We will comply with all relevant legislation, protocols, codes of practice and ethical guidelines in respect of our use of the information, as set out in clause (iii) of the Schedule. In particular, where the information includes aggregate or anonymised data, we will not attempt to establish the identity of any individual to which the information relates.
12. If we become aware that any term of this agreement, or of any agreement entered into under paragraph 7, may have been breached, or we become aware that there may have been a breach of the DPA 1998 by any person in relation to the information, we will notify the Welsh Government as soon as is reasonably practicable as set out in paragraph 20. The means by which we will monitor and control for any potential incident is set out in clause (iv) of the Schedule.
13. We agree that the Welsh Government may terminate immediately our right to use the information under this agreement, without giving us notice, if it has reasonable grounds to believe that there may have been a breach of any term of this agreement, or of any agreement entered into under paragraph 6, or of the DPA 1998.
14. If we have reasonable grounds to believe that there may have been a breach of any agreement entered into under paragraph 7 for us to share the data with a third party, or of the DPA 1998, by any person in connection with such agreement, we will terminate immediately the right of the other party to that agreement to use the information under it.
15. If we no longer wish to use the information we may give notice to the Welsh Government advising it of that.
16. When the permitted period for our use of the information expires on «ExpiryDate» (as further detailed in clause (vi) of the Schedule), or our right to use the information is terminated by the Welsh Government, or where we have notified the Welsh Government that we no longer wish to use the information, we will at our own cost and at the Welsh Government's discretion either:
  - a. destroy or procure the destruction of all of the information in our possession or control, in a way that makes the information unrecoverable, and furnish to the Welsh Government a certificate evidencing destruction in a form acceptable to the Welsh Government; or
  - b. promptly deliver or procure the delivery of all such information to the Welsh Government in accordance with the Welsh Government's reasonable instructions.
17. We acknowledge that, in providing us with the information, the Welsh Government makes no representations and offers no guarantees as to its completeness, quality or accuracy. We also acknowledge that in no event will the Welsh Government be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, arising from use or loss of use of the information.

18. We acknowledge that the information is Crown Copyright, and that any reproduction, copying, broadcasting, adapting or onward supply of Crown Copyright material beyond the terms of this agreement may be a copyright infringement and will be a breach of the terms of this agreement.
19. If we are required by this agreement to give any notification to the Welsh Government, we will send that notification in writing by first class post and e-mail to the main analytical contact at the Welsh Government named in clause (i) of the Schedule.
20. We agree to fully participate in any information assurance audit or security assessment implemented by or on behalf of the Welsh Government.

## **SCHEDULE**

### **i. Approval**

The details of the organisation receiving the information are as follows.

Organisation name	«OrganisationName»
Address	«OrganisationAddress1» «OrganisationAddress2» «OrganisationAddress3» «OrganisationAddress4»
Postcode	«OrganisationPostcode»

As the responsible analyst from the above organisation, I approve the terms of this agreement and I agree that my organisation will abide by all the requirements specified (subject to note 1).

Name	«OrganisationRAName»
Position held	«OrganisationRAPos»
Signature	
Date	
Phone	«OrganisationRAPhone»
Email	«OrganisationRAEmail»

Access to the information will be limited to a main analytical contact and the explicitly named individuals as set out below. As the main analytical contact, I agree on behalf of both myself and these named individuals that the information will neither be shared outside my organisation, nor will it be shared beyond these named individuals.

Name	«OrganisationMACName»
Position held	«OrganisationMACPos»
Signature	
Date	
Phone	«OrganisationMACPhone»
Email	«OrganisationMACEmail»

Explicitly named individuals with access to the information:

Name 1	«OrganisationNI1Name»
Position held 1	«OrganisationNI1Pos»
Name 2	«OrganisationNI2Pos»
Position held 2	«OrganisationNI2Pos»
Name 3	«OrganisationNI3Name»
Position held 3	«OrganisationNI3Pos»

As the responsible analyst for the Welsh Government and Information Asset Owner in respect of this information, I authorise the provision of access to the information to the receiving organisation under the terms specified in this agreement. I delegate the responsibility to the main analytical contact as set out below for managing the provision of access to the information and to check that the terms specified in this agreement are met (subject to note 1).

Name	«WelshGovernmentRAName»
Position held	«WelshGovernmentRAPos»
Signature	
Date	
Phone	«WelshGovernmentRAPhone»
Email	«WelshGovernmentRAEmail»
Organisation name	Welsh Government Knowledge and Analytical Services
Address	Floor 4 South, CP2 Crown Buildings Cathays Park Cardiff
Postcode	CF10 3NQ

As the main analytical contact for the Welsh Government in respect of this information, I accept the responsibility for managing the provision of access to the information to the receiving organisation and to check that the terms specified in this agreement are met.

Name	«WelshGovernmentMACName»
Position held	«WelshGovernmentMACPos»
Signature	
Date	
Phone	«WelshGovernmentMACPhone»
Email	«WelshGovernmentMACEmail»

### Note 1

The signatories believe this agreement is compliant with the statements of principle in the Code of Practice for Official Statistics (“the Code”) and the specific requirements of the Principles on Confidentiality and Frankness and accessibility (Principles 5 and 8). Where this agreement may appear to contradict the statements of principle in the Code or the specific requirements of the Principles 5 and 8, the Code and the Principles 5 and 8 take precedence, unless explicitly stated.

## **ii. Description of the information requested**

The data requested is titled «DatasetName», and a fuller description follows.

«DatasetDescription»

Only the variables that are essential for the stated purpose as set out in clause (iii) will be provided and the variables requested are listed in clause (ix).

## **iii. Purpose for which the information is requested**

«DataPurpose»

## **iv. Ensuring access to the information is controlled and limited to named contacts**

«AccessControl»

## **v. Data Protection Act and other legal considerations**

«LegalConsiderations»

## **vi. Timescale**

«Timescale»

## **vii. Information transfer method**

«TransferMethod»

## **viii. Welsh Government contract reference (where relevant)**

«WelshGovernmentContractRef»

## **ix. Variable list**

«VariableList»