

## Collaboration Agreement

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# Collaboration Agreement between HM Land Registry and [insert] in relation to the Local Land Charges Programme

This Agreement is made on the [insert day and month] 2021

Between:

- (1) Her Majesty’s Land Registry, whose head office is at Trafalgar House, 1 Bedford Park, Croydon, CR0 2AQ (HMLR); and
- (2) [insert] of [insert] (“the Authority”)

Each a **Party**, together the **Parties**.

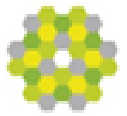
**Agreed Terms:**

## 1. Definitions and interpretations

<b>Expression</b>	<b>Meaning</b>
<b>Authority Data</b>	Data provided by the Authority to HMLR for the Purpose and/or in connection with the LLC Programme as identified in Schedule 1 to this Agreement which may be amended by the Parties from time to time.
<b>Chief Land Registrar’s Notice</b>	Formal notice given by the Chief Land Registrar to the Authority, pursuant to paragraph 40 of Schedule 5 to the Infrastructure Act 2015, of the date on and after which the Chief Land Registrar will assume the LLC statutory function for that local authority area.
<b>Commencement Date</b>	The date of this Agreement.
<b>Confidential Information</b>	Any information in any form belonging to a Party or relating to its business or affairs and disclosed by that Party and received by another Party in connection with the Purpose and/or the LLC Programme and which is identified as confidential, secret or proprietary by the disclosing Party, or would be regarded as such by a reasonable business person, including any Intellectual Property Rights.
<b>Data Access Agreement</b>	The form of agreement to be entered into between the Authority and HMLR Suppliers (where applicable) as set out in Schedule 4 (subject to any amendments agreed between the Parties).



<b>Data Sharing Period</b>	A maximum of 24 months from the Commencement Date (or such further period as may be agreed between the Parties).
<b>Intellectual Property Rights</b>	Intellectual property rights of all kinds regardless of the form or medium on which they are stored, including all patents, rights to inventions, copyright, including but not limited to crown copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other rights in the nature of intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world together with all rights of action in relation to the infringement of any of the above.
<b>Licence Agreement</b>	The form of licence agreement to be entered into between the Authority and HMLR as set out in Schedule 5 (subject to any amendments agreed between the Parties).
<b>LLC</b>	Local Land Charges.
<b>LLC Programme</b>	The LLC Programme that will make HMLR the sole registering authority and official search provider for LLC in England and Wales.
<b>LLC Register</b>	A centralised digital LLC register developed by HMLR to hold LLC data in a format developed by HMLR.
<b>Migration</b>	The transfer of the Authority's LLC service to HMLR's LLC service.
<b>Migration Activities</b>	The activities identified in Schedule 3 (subject to any amendments agreed between the Parties) and associated activities relating to the Migration.
<b>Purpose</b>	HMLR will use the Authority Data: <ul style="list-style-type: none"> <li>- for data digitisation, Migration and transformation purposes (which, for the avoidance of any doubt, includes sharing Authority Data with Suppliers and potential Suppliers);</li> <li>- to support and inform enhancements to HMLR's LLC Register;</li> <li>- to support the design and testing of data quality specifications and processes;</li> <li>- to support the procurement of Suppliers in connection with the LLC Programme;</li> <li>- for the Migration Activities required to transfer the Authority's LLC register to HMLR's LLC Register enabling HMLR to become the registering authority for LLC in accordance with Schedule 5 to the Infrastructure Act 2015;</li> <li>- in connection with the operation of the LLC Register.</li> </ul>
<b>Supplier</b>	Any third party engaged by HMLR in connection with the LLC Programme.
<b>Third Party Data</b>	Data owned by a party who is not a party to this Agreement.



## 2. Background

- 2.1 The LLC Programme will make HMLR the sole registering authority and official search provider for LLC in accordance with the provisions of the Infrastructure Act 2015.
- 2.2 The Parties to this Agreement wish to establish a framework to govern their respective rights and obligations in relation to the LLC Programme.
- 2.3 The Authority has agreed to collaborate with HMLR to complete the activities required to enable HMLR to become the registering authority for LLC in accordance with Schedule 5 to the Infrastructure Act 2015.
- 2.4 The parties acknowledge the duty under paragraph 41 of Schedule 5 to the Infrastructure Act 2015, for the Authority to provide the Chief Land Registrar with such information or other assistance as the Chief Land Registrar reasonably requires, for the purposes of transferring (in relation to the area of the Authority), responsibility for LLC to HMLR.

## 3. Purpose of the Agreement

- 3.1 This Agreement sets out the terms and objectives under which HMLR and the Authority have agreed to collaborate for the Purpose; the key objective being the transfer of the Authority's LLC register to HMLR's LLC Register.
- 3.2 Each has agreed to:
  - 3.2.1 discuss the Authority Data with the other
  - 3.2.2 share and discuss the results of the collaboration
  - 3.2.3 explore and analyse the Authority Data for the purpose of ascertaining the form of entries required in the LLC Register
  - 3.2.4 collaborate to achieve the Purpose
  - 3.2.5 act in good faith to support achievement of the Purpose and comply with the following principles:
    - deploy appropriate resources ensuring sufficient and appropriately skilled resources are available and authorised to fulfil the responsibilities set out in this Agreement
    - act in a timely manner recognising the time-critical nature of the Migration and respond accordingly to requests for support
    - collaborate and co-operate with Suppliers to ensure that activities are delivered and actions taken as required
- 3.3 The Authority agrees to:
  - 3.3.1 appoint a Senior Responsible Owner for the Migration who will provide overall strategic oversight and direction to include:
    - acting as the strategic lead to support a timely and effective delivery
    - ensuring the LLC service is considered in the wider strategic context of their organisation



- ensuring that there is sufficient engagement from the required business areas
  - leading on the negotiation and approval of any formal agreements in relation to the Migration and the future service
  - playing a critical role in ensuring that the Authority fulfils its responsibilities to the agreed timescales
- 3.3.2 appoint an Operational Lead accountable for the day-to-day delivery of the Migration to:
- provide detailed insight regarding the Authority's LLC service, its data and its processes
  - provide an effective and timely response to data queries, when requested
  - attend progress meetings
- 3.3.3 carry out the Migration Activities.
- 3.3.4 provide HMLR and its Supplier(s) with the Authority Data for use in connection with the Purpose and LLC Programme which, for the avoidance of doubt, includes sharing its paper, electronic and/or digital LLC records including spatial files with HMLR and its Supplier(s) to enable HMLR and/or its Supplier(s) to extract, scan, digitise and transform those records for the Purpose.
- 3.3.5 at HMLR's request, enter into a Data Access Agreement with Suppliers (where required) and comply with the requirements of the Data Access Agreement.
- 3.3.6 replicate (dual key) LLC registrations, variations and cancellations made in the Authority's LLC register in HMLR's LLC Register during the period following service of the Chief Land Registrar's Notice until the date on which the Chief Land Registrar assumes the LLC statutory function for the Authority.
- 3.3.7 work alongside HMLR and its Supplier(s) to enable HMLR and its Supplier(s) to understand the Authority's processes and data for the provision of LLC, to include responding promptly (within 10 working days) to data issues and queries relating to the Authority Data.
- 3.3.8 participate in regular feedback meetings at times and locations agreed between the Parties to include meeting to discuss progress against the agreed delivery plan.
- 3.4 The Authority and HMLR will discuss individual requirements relating to service flows and data and how the Migration will run in parallel to the services offered by the Authority. The requirements may change as the Migration progresses. Both the Authority and HMLR agree to reach a common understanding to work together to ensure a smooth operation during the Migration including any changes to the process and/or Authority Data and/or Migration Activities outlined in Schedules 1 to 3.
- 3.5 Any queries and enquiries in relation to this Agreement will be undertaken through specific points of contact agreed between the Parties during the term of the Agreement.



- 3.6 The Authority will need to allow for resource from its LLC department to assist and support the Migration and in order for the requirements set out in this Agreement to be achieved. This will be discussed at the outset to ensure that both the Authority and HMLR understand resource implications and agree this.
- 3.7 For the avoidance of doubt, it is agreed between the Parties that the Authority will continue to process official LLC searches in line with its procedures and will remain responsible for issuing the official search result until responsibility for LLC is transferred to HMLR following service of the Chief Land Registrar's Notice on the Authority.
- 3.8 Subject to clause 6.6 it is agreed between the Parties that the Authority Data will be retained by HMLR.
- 3.9 Except as otherwise provided, each Party shall bear its own costs for collaborating and participating in this Agreement and neither shall seek reimbursement of any costs, expenses or charges from the other Party.
- 3.10 New burdens payments will be paid by HMLR for specific activities associated with the LLC Programme in accordance with HMLR's published guidance.
- 3.11 Schedule 1 describes the Authority Data to be supplied to HMLR and Schedule 2 sets out the specific process for the transmission of the Authority Data to HMLR.

## **4. Term**

- 4.1 This Agreement will be deemed to have come into effect on the Commencement Date and will continue until the earlier of:
  - 4.1.1 the expiry of the Chief Land Registrar's Notice or;
  - 4.1.2 the expiry of the Data Sharing Period or;
  - 4.1.3 the date of expiry of no less than three (3) weeks' written notice given by HMLR to the Authority terminating this Agreement.
- 4.2 Termination or expiry of this Agreement shall be without prejudice to the survival of any provision of this Agreement which expressly (or by implication) is to be performed or observed notwithstanding termination or expiry, including the provisions of Clauses 1, 2.4, 3.8, 4.2, 5, 6, 7, 8, 9, 10, 11.3, 11.5 and 11.6.

## **5. Confidentiality**

- 5.1 The Parties will each keep confidential and not disclose to any third party, or use themselves other than for the Purpose any Confidential Information of the other Party.
- 5.2 Each Party will only disclose the Confidential Information of the other to those of its staff, officers, employees, agents, Suppliers and/or sub-contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement. Each Party will ensure that all such personnel:
  - 5.2.1 know before any disclosure of Confidential Information that they owe a duty of confidence to the disclosing party



- 5.2.2 shall comply with the provisions of this Clause 5
- 5.2.3 are aware of and shall comply with confidentiality obligations equivalent to those set out in this Clause 5.
- 5.3 The obligations contained in this Clause 5 will survive for 5 years, or by agreement between the Parties, following the expiration or termination of this Agreement for any reason, but this will not apply to any Confidential Information which:
  - 5.3.1 is publicly known at the time of disclosure to the receiving Party; or
  - 5.3.2 becomes publicly known otherwise than through a breach of this Agreement by the receiving Party; or
  - 5.3.3 can be proved by the receiving Party to have reached it otherwise than by being communicated by the other Party including:
    - 5.3.3.1 being known to it prior to disclosure; or
    - 5.3.3.2 having been developed by or for it wholly independently of the other Party; or
    - 5.3.3.3 having been obtained from a third party without any restriction on disclosure on such third party of which the recipient is aware, having made due enquiry; or
    - 5.3.3.4 having had the requirement of confidentiality in it waived by the Party to whom the Confidential Information belongs giving express written notice to that effect.
  - 5.3.4 is required to be disclosed by law (including, but not limited to, disclosures under the Freedom of Information Act 2000, the Environmental Information Regulations 2004, UK Data Protection Legislation) together with any replacement or equivalent legislation, or any regulation, or order of a competent authority, or by any regulatory, governmental body or department, agency or Executive body, provided that, where practicable, the Party whose Confidential Information is to be disclosed is given reasonable advance notice of the intended disclosure.

## 6. Ownership and Licensing of Data

- 6.1 The Authority agrees to enter into a Licence Agreement with HMLR and comply with the requirements of the Licence Agreement.
- 6.2 This Agreement does not affect the ownership of a Party's Intellectual Property Rights which will remain the property of such Party (or its owners if the Party has a licence to use the Intellectual Property Rights). No licence to use a Party's Intellectual Property Rights is granted or implied by this Agreement unless expressly granted herein.
- 6.3 For the avoidance of doubt the Authority agrees that it does not and will not own any Intellectual Property Rights in the Purpose or LLC Programme and confirms that the Authority Data is free from third party claims (other than any Intellectual Property Rights that Ordnance Survey or Royal Mail may have in the Authority Data).
- 6.4 The Authority grants to HMLR and its Supplier(s) a royalty free, non-exclusive, irrevocable licence to use the Authority Data for the Purpose and/or in connection with the LLC Programme and permits its re-use.





- 6.5 Subject to any subsequent alternative licensing arrangements that may be agreed the licence granted under clause 6.4 shall terminate upon the expiry of this Agreement or completion of the Licence Agreement (whichever occurs last).
- 6.6 HMLR agrees that upon termination of this Agreement, any Authority Data, assets or material in hard copy form received from the Authority will be returned and handed back by HMLR or its Supplier(s) to the Authority in order that the Authority may make a decision as to what it should do with the Authority Data, assets or material. It is agreed between the Parties that any Authority Data, assets or material held in an electronic or digital form and any data, materials and or assets, produced, created and generated by HMLR or its Supplier(s) during the Data Sharing Period and/or for the Purpose will not be subject to these provisions.

## **7. Warranties and Liabilities**

- 7.1 If a Party provides its data and/or Third Party Data in connection with the Purpose and/or LLC Programme, such Party warrants to the other Party that it has full power and authority and has obtained all authorisations, licences, consents and approvals, to allow it to provide such data and/or Third Party Data.
- 7.2 Each of the Parties warrants to the other that the use, in accordance with this Agreement, of any Intellectual Property Rights licensed hereunder or any Third Party Data licensed pursuant to this Agreement, will not result in any infringement of third party rights.
- 7.3 The Parties will fully and effectually indemnify each other from and against all actions, claims, proceedings and liability in respect of any rights or claims by any third party (including any claims of third party Intellectual Property Rights and/or Third Party Data claims) that may arise as a result of a breach of the warranties in clauses 7.1 and 7.2. In the event of any litigation, the Parties agree to fully cooperate with each other, at their own expense.
- 7.4 Nothing in this Agreement limits or excludes a Party's liability for:
- infringement of Intellectual Property Rights (including for the avoidance of doubt breach of the licences set out in this Agreement); or
  - fraud or for any sort of liability that by law, cannot be limited or excluded.

## **8. Data Protection**

- 8.1 Each Party shall ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data including the UK Data Protection Legislation (as defined in Schedule 6).
- 8.2 The Parties acknowledge that for the purposes of the UK Data Protection Legislation the nature of the activity carried out by HMLR dictates the status of HMLR under the UK Data Protection Legislation.
- 8.3 The data protection provisions set out in Schedule 6 apply to this Agreement if and to the extent that HMLR is a Processor of Authority Personal Data. The terms



“Processor” and “Authority Personal Data” have the meanings given to them in Schedule 6.

- 8.4 Where HMLR is acting as Controller (as defined in Schedule 6) it shall comply will all obligations imposed on a Controller under the UK Data Protection Legislation. The Parties acknowledge that HMLR is acting as Controller in connection with the data digitisation, transformation and related activities associated with the Migration (if and to the extent that such activities include the processing of personal data).
- 8.5 Under the Infrastructure Act 2015 responsibility for LLC is transferred to HMLR which will become the sole registering authority and official search provider for LLC within England and Wales. The processing of Authority Personal Data pursuant to this Agreement is necessary:
- 8.5.1 to comply with the law (UK GDPR Article 6(1)(c)) and
  - 8.5.2 for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Controller (UK GDPR Article 6(1)(e)).

## 9. Information Requirements

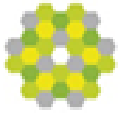
- 9.1 Each Party shall notify the other immediately if they become aware of any actual, threatened or potential breach of security of data (including personal data). Each Party shall, if a breach of security occurs, immediately take all reasonable steps necessary to:
- 9.1.1 remedy such breach or protect the data against any breach or threat; and
  - 9.1.2 prevent an equivalent breach in the future
- 9.2 As soon as reasonably practicable each Party shall provide to the other Party full details (using such reporting mechanisms as may be specified from time to time) of any actual, potential or threatened breach and the steps taken in respect of such breach.

## 10. Disclosure Legislation

- 10.1 Each Party acknowledges that they are subject to the requirements of the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and UK Data Protection Legislation and will assist and cooperate with the other Party to enable compliance with information disclosure requirements. If a Party receives any formal inquiry, complaint, claim or threat of action from a third party in relation to the Purpose and/or LLC Programme the matter shall be promptly referred to the other Party where applicable.

## 11. General

- 11.1 No variation to this Agreement will be effective unless agreed in writing and approved and duly signed by an authorised signatory of each Party.
- 11.2 Any publicity in relation to this Agreement, whether through the press or otherwise should be jointly agreed in advance of any such publication.



- 11.3 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, take or enjoy the benefit of any of its terms. Except as expressly provided, nothing in these terms shall confer any benefit or third party rights nor Intellectual Property Rights on any third party.
- 11.4 No Party may assign or otherwise transfer its rights or obligations under this Agreement.
- 11.5 Each Party acknowledges that this Agreement, including the Schedules, contains the whole Agreement between the Parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.  
This Agreement is governed by, and is to be construed in accordance with the laws of England and Wales and shall be subject to the jurisdiction of the English and Welsh Courts.

## 12. Signing

Signed for and on behalf of **Her Majesty's Land Registry**

<b>Signature</b>	
<b>Name</b>	
<b>Title</b>	
<b>Date</b>	

Having read and understood this Agreement signed for and on behalf of [insert name of LA]

<b>Signature</b>	
<b>Name</b>	
<b>Title</b>	
<b>Date</b>	



### Schedule 1 Authority Data

1. The Authority agrees to make the following data available to HMLR:
  - 1.1 its complete dataset of LLC records, including both the textual and spatial elements, and
  - 1.2 all updates and changes made to such data during the term of this Agreement.

### Schedule 2 Process

1. The Authority and HMLR will agree the method of transmission of Authority Data in advance of its provision to include confirmation of despatch by the Authority and receipt by HMLR and/or its Supplier(s).
2. Queries relating to the Authority Data will be raised by HMLR with the Authority through the agreed point of contacts by telephone or email as agreed between the Parties on an ad-hoc basis as required.

### Schedule 3 Migration Activities

Activity	Authority	HMLR
Plan the delivery of the Migration	Complete Delivery Plan	Complete Delivery Plan
Designation of Senior Responsible Owner and Operational Lead.	Confirm names	Confirm names
Mobilisation including: <ul style="list-style-type: none"> <li>• RACI</li> <li>• Risk review</li> <li>• Business readiness tracker</li> <li>• Stakeholder analysis</li> <li>• Authority comms</li> <li>• Extent of change analysis</li> </ul>	Identify stakeholders, roles and responsibilities, risks and issues, process changes and start engagement with identified stakeholders on the transfer of the Authority's LLC register to HMLR's LLC Register.	Facilitate discussions
Data readiness	Address data issues	Analysis and feedback
Assess Authority's LLC Workforce	Provide workforce information.	Assess Workforce Implications (TUPE).
Stakeholder Management	Continue engagement with stakeholders.	Continue engagement with stakeholders
Preparation for transfer of the Authority's LLC register to HMLR's LLC Register, including supporting the data migration process.	Implement any business process changes to support the live LLC service following the transfer of responsibility from the Authority to HMLR.	Guidance Provide support (where required)



	Complete live service training and support (where required)	
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**Schedule 4**

**Data Access Agreement between Local Authority and Supplier (the “Agreement”)**

This deed is made on [INSERT DATE OF COMPLETION] between:

- (1) [INSERT NAME OF LOCAL AUTHORITY AND ADDRESS] (the “**Local Authority**”)
- (2) [INSERT NAME OF SUPPLIER AND ADDRESS] (the “**Supplier**”)

each referred to as a “**Party**” and together as the “**Parties**”.

**Background**

- (A) The Local Authority owns or is licensed to use the Local Authority Premises or access the Cloud Services which the Supplier is seeking access to for the purpose of data extraction and/or data capture of Local Authority LLC Records.
- (B) The Local Authority has agreed to license to the Supplier access to the Local Authority Premises, information, data or personnel and use of any equipment in order to extract data and/or capture data from the LLC Records on the terms set out in this Agreement.

**1. Definitions**

“**Cloud Services**” means access provided by a cloud provider to the Local Authority to computing resources via a network of remote hosted servers enabling the Local Authority to access LLC Records, which are made available by the Local Authority for use by the Supplier or its sub-contractors in connection with the Services.

“**Intellectual Property Rights**” means copyright and database rights.

“**LLC Records**” means local land charges records provided by a Local Authority.

“**Local Authority Premises**” means premises owned, controlled or occupied by the Local Authority, which are made available by the Local Authority for use by the Supplier or its sub-contractors in connection with the Services.

“**Service(s)**” means the [end to end migration services for local land charges/INSERT DETAIL] which the Supplier is performing for HM Land Registry.

**2. Access to Data**

- 2.1 The Local Authority shall upon reasonable notice provide the Supplier with all documents or other materials and data or other information reasonably necessary for the completion of the Service, in sufficient time to enable the Supplier to provide the Service in accordance with any timetable or other target for progress or completion agreed between the Supplier and HM Land Registry.



- 2.2 The Local Authority shall be responsible for the content of all documents or other materials provided to the Supplier in the course of this Agreement.
- 2.3 2.3 The Local Authority shall ensure that, upon reasonable notice ,the Supplier and/or its personnel are accorded sufficient access during its normal working hours and taking account of accessibility during periods of major emergencies to any of the Local Authority's Premises, Cloud Services, information, data or personnel and use of any equipment that is reasonably necessary for the completion of the Service on a non-exclusive licence basis free of charge. Where the Supplier requires access to any third party premises, information, data or personnel, the Local Authority shall make all reasonable efforts to arrange this for the Supplier. Any costs associated with such third party requests shall be at the Supplier's cost and not the Local Authority.
- 2.4 The Supplier shall not acquire any right, title or interest to any Intellectual Property Rights subsisting in the LLC Records.
- 2.5 Where the Local Authority issues Local Authority property free of charge to the Supplier, such Local Authority property shall be and remain the property of the Local Authority. The Local Authority and its agents may enter any premises of the Supplier during normal business hours on reasonable notice to recover any such Local Authority property.
- 2.6 The Supplier shall store the Local Authority property separately and securely and ensure that it is clearly identifiable as belonging to the Local Authority.

### **3. Compliance with Laws**

- 3.1 The Local Authority shall ensure that the Local Authority and its premises comply with all relevant legislation or other regulations relating to health and safety matters and shall ensure that the Supplier's personnel are provided with a safe working environment. In this context, the Local Authority shall:
  - (A) ensure that valid and adequate public liability insurance remains in force throughout the duration of this Agreement; and
  - (B) ensure that the Supplier and the Supplier's personnel are not prevented from complying with any relevant legislation or regulation.

### **4. Supplier Personnel**

- 4.1 The Supplier shall provide the Local Authority with a list of the names of all Supplier personnel requiring access to Local Authority Premises specifying the capacity in which they require admission and the Supplier shall give such other particulars as the Local Authority may reasonably require.
- 4.2 The Supplier shall comply with the Local Authority's policies including those that apply to persons who are allowed access to the applicable Local Authority Premises. The Local Authority may reasonably request the Supplier to co-operate with other persons working concurrently on the Local Authority Premises.
- 4.3 The Supplier shall ensure that the conduct of its personnel is professional and does not unreasonably disrupt the Local Authority from its day to day business.



- 4.4 The Supplier shall on written demand indemnify the Local Authority against all losses incurred by the Local Authority arising from:
- a) any damage to the Local Authority's Premises caused by the Supplier;
  - b) any loss or corruption of the Local Authority's data in the Supplier's possession or control; and
  - c) any injury caused to Local Authority personnel or third party at the Local Authority's premises by the Supplier.
- 4.5 If the Supplier is exposed to sensitive commercial information or personal data which would fall within the scope of data protection legislation, the Local Authority may mandate the Supplier to undertake additional data protection training/awareness sessions and to sign a non-disclosure and/or data processing agreement (as appropriate).
- 4.6 If the Supplier requires modifications to the Local Authority Premises, such modifications shall be subject to the prior written consent of the Local Authority and shall be carried out by the Local Authority at the Supplier's expense. Ownership of such modifications shall rest with the Local Authority.

## **5. Escalation**

- 5.1 If either Party has any issues, concerns or complaints about this Agreement, it shall notify the other Party and the Parties shall then seek to resolve the issue by a process of consultation. If the matter cannot be resolved by the Parties within 14 days, the matter may be escalated to HM Land Registry and the Local Authority for resolution.

## **6. General**

- 6.1 The Supplier will not assign, transfer or subcontract the Agreement or any rights under it without prior written consent of the Local Authority.
- 6.2 This Agreement constitutes the entire agreement between the parties. No variation will be effective without mutual agreement by the parties in writing.
- 6.3 If any part of this Agreement is held unlawful or unenforceable, that part shall be struck out and the remainder of this Agreement shall remain in effect.
- 6.4 This Agreement does not create any partnership or joint venture between the parties.
- 6.5 No delay, neglect or forbearance by either party in enforcing its rights under this Agreement shall be a waiver of or prejudice of those rights.
- 6.6 This Agreement is governed and interpreted in all respects under the laws of England and Wales and shall be subjected to the jurisdiction of the English and Welsh Courts.

This agreement has been entered into as a deed at the date stated at the beginning of it.



Executed as a deed by [NAME OF EXECUTING COMPANY] acting by [NAME OF FIRST DIRECTOR], a director and [NAME OF SECOND DIRECTOR/SECRETARY], [a director **OR** its secretary]

.....  
[SIGNATURE OF FIRST DIRECTOR]  
Director

.....  
[SIGNATURE OF SECOND DIRECTOR/SECRETARY]  
[Director **OR** Secretary]

Executed as a deed by [NAME OF EXECUTING COMPANY] acting by [NAME OF FIRST DIRECTOR], a director and [NAME OF SECOND DIRECTOR/SECRETARY], [a director **OR** its secretary]

.....  
[SIGNATURE OF FIRST DIRECTOR]  
Director

.....  
[SIGNATURE OF SECOND DIRECTOR/SECRETARY]  
[Director **OR** Secretary]

**Schedule 5  
Licence Agreement**

This agreement is made on [INSERT DATE OF COMPLETION] between:

**(1) [INSERT NAME OF LOCAL AUTHORITY] of [INSERT ADDRESS] (the “Licensor”);**

and

**(2) The Crown acting by the Chief Land Registrar of Her Majesty’s Land Registry whose head office is at Trafalgar House, 1 Bedford Park, Croydon CR0 2AQ (the “Licensee”).**

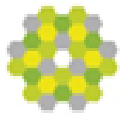
Each a “party” and together referred to as “the parties”.

**Background**

(A) The Licensor has provided or is providing the Supplied Data (as defined below) to the Licensee or the Licensee’s suppliers.

(B) The Licensor has agreed to license to the Licensee such Intellectual Property Rights (if any) that it has in the Supplied Data (or is licensed to use) on the terms set out in this agreement.





## 1. Definitions

**Intellectual Property Rights** means copyright and database rights.

**Supplied Data** means local land charges data provided or to be provided by the Licensor to the Licensee or the Licensee's suppliers.

## 2. Licence

2.1 In consideration of £1 and the obligations under this agreement, the Licensor grants to the Licensee a worldwide, royalty-free, perpetual, irrevocable, non-exclusive licence to use the Supplied Data subject to the conditions below, including the rights to:

- (A) copy, publish, distribute, transmit the Supplied Data;
- (B) adapt the Supplied Data;
- (C) incorporate Supplied Data into registers including registers to which there is public access;
- (D) use the Supplied Data for data and other products and services provided that the charges (if any) for such products and services are made in accordance with Managing Public Money principles;
- (E) license the Supplied Data and any data created using the Supplied Data on terms as the Licensee sees fit.

2.2 The Intellectual Property Rights subsisting in the Supplied Data shall remain the property of the Licensor or its licensors.

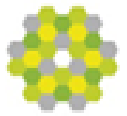
2.3 This agreement does not relate to or affect any Intellectual Property Rights that Ordnance Survey, Royal Mail or Geoplace may have in the Supplied Data.

2.4 The parties acknowledge that each *holds a PSGA Member Licence*, and that this enables data derived from Ordnance Survey, Royal Mail and Geoplace to be exchanged between the parties.

## 3. Warranties

3.1 Notwithstanding clause 2.3 of this agreement, the Licensor warrants, represents and undertakes that:

- (A) subject to clauses 3.1 (B), (C) and (D) below, the Licensor is the owner of (or is licensed to use and grant rights to) any Intellectual Property Rights in the whole Supplied Data and is lawfully entitled to grant the rights provided to the Licensee by this agreement;
- (B) where the Supplied Data is owned by more than one person jointly, the Intellectual Property Rights in the whole Supplied Data are jointly owned only by the persons listed in the Appendix;
- (C) full details of all the joint owners of Intellectual Property Rights in the Supplied Data are provided in the Appendix;



- (D) the Licensor has secured written consent from any and all persons listed in the Appendix to grant the rights provided to the Licensee by this agreement;
- (E) the use by the Licensee and any user of the Supplied Data will not infringe the Intellectual Property Rights of any third party;
- (F) the Licensor is entitled to enter into this agreement (including on behalf of all joint owners of Intellectual Property Rights detailed in the Appendix) and is not subject to any obligation or restriction created by law, contract or otherwise which would in any manner or to any extent restrict the Licensor (or any of the persons in the Appendix) from entering into this agreement;
- (G) the Licensor shall promptly notify the Licensee of any change of Intellectual Property Rights ownership of which it knows or becomes aware which affects all or part of the Supplied Data; and
- (H) the Licensor shall notify the Licensee of any confidentiality, privacy or data protection issues (or issues of a like kind) that pertains to the Supplied Data;

#### **4. Indemnity**

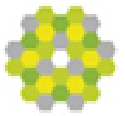
- 4.1 The Licensor hereby indemnifies and will keep indemnified the Licensee against all damages, losses, claims, costs and expense for which the Licensee becomes legally liable to the extent that this shall arise out of any negligent act or omission or breach of this agreement committed by or on behalf of the Licensor. This indemnity shall survive the termination of this agreement for any reason.

#### **5. Licensee Rights and Obligations**

- 5.1 The Intellectual Property Rights in any additional data added by the Licensee to the Supplied Data, and user guides, documentation and any other Intellectual Property Rights that are prepared by the Licensee to assist users in using the Supplied Data will belong to the Licensee. The Licensor will do such things and undertake such deeds and acts as necessary to reflect this, if required by the Licensee acting reasonably.

#### **6. General**

- 6.1 This agreement is binding on and will benefit the successors and assigns of the parties.
- 6.2 The Licensor will not assign, transfer or subcontract the agreement or any rights under it without prior written consent of the Licensee.
- 6.3 This agreement constitutes the entire agreement between the parties. No variation will be effective without mutual agreement by the parties in writing.
- 6.4 If any part of this agreement is held unlawful or unenforceable, that part shall be struck out and the remainder of this agreement shall remain in effect.
- 6.5 This agreement does not create any partnership or joint venture between the parties.
- 6.6 No delay, neglect or forbearance by either party in enforcing its rights under this agreement shall be a waiver of or prejudice of those rights.



6.7 This agreement is governed and interpreted in all respects under the laws of England and Wales and shall be subjected to the jurisdiction of the English and Welsh Courts.

This agreement has been entered into at the date stated at the beginning of it.

### **Appendix:**

Names and addresses of those who hold Intellectual Property Rights in the Supplied Data other than the Licensor:

1)  
Name:  
Address:  
E-mail:  
Telephone:

2)  
Name:  
Address:  
E-mail:  
Telephone:

Signed by [AUTHORISED SIGNATORY] for and on behalf of [NAME OF LOCAL AUTHORITY]/ Signed by [AUTHORISED SIGNATORY] for and on behalf of the Crown acting by the Chief Land Registrar of Her Majesty's Land Registry

## **Schedule 6 Data Protection**

### **Definitions**

**Authority Personal Data:** means Personal Data contained within Authority Data;

**Law :** means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Parties are bound to comply;

**HMLR Personnel:** means all directors, officers, employees, agents, consultants and contractors of HMLR and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement;

**UK Data Protection Legislation :** means all applicable data protection legislation in force from time to time in the UK including the DPA 2018 and the UK GDPR or any successor legislation;



**Data Protection Impact Assessment** : an assessment by the Controller of the impact of the envisaged processing on the protection of Authority Personal Data.

**Controller , Processor , Data Subject , Personal Data , Personal Data Breach , Data Protection Officer** take the meaning given in the UK GDPR.

**Data Loss Event** : a Personal Data Breach impacting Authority Personal Data.

**Data Subject Request** : a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the UK Data Protection Legislation in relation to Authority Personal Data about them.

**DPA 2018** : Data Protection Act 2018

**UK GDPR** : *as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.*

**Processing Purposes** : the purposes for Processing the Authority Personal Data as identified in Annex A to this Schedule

**Protective Measures** : appropriate technical and organisational measures which may include: pseudonymising and encrypting Authority Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Authority Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

**Sub-processor** : any third party appointed to process Authority Personal Data on behalf of HMLR related to this Agreement.

## 1. DATA PROTECTION

The following shall apply if and to the extent that HMLR is a Processor of Authority Personal Data:

- 1.1 The Parties acknowledge that for the purposes of the UK Data Protection Legislation, the Authority is the Controller and HMLR is the Processor of the Authority Personal Data. The only processing of the Authority Personal Data that HMLR is authorised to do is listed in Annex A by the Authority and may not be determined by HMLR.
- 1.2 HMLR shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the UK Data Protection Legislation.
- 1.3 HMLR shall provide reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:

- (A) a systematic description of the envisaged processing operations and the purpose of the processing;
- (B) an assessment of the necessity and proportionality of the processing operations in relation to the Purpose;
- (C) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (D) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Authority Personal Data.



1.4 HMLR shall, in relation to any Authority Personal Data processed in connection with its obligations under this Agreement:

(A) process that Authority Personal Data only in accordance with Annex A, unless HMLR is required to do otherwise by Law. If it is so required HMLR shall promptly notify the Authority before processing the Authority Personal Data unless prohibited by Law;  
 (B) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

(C) ensure that:

- (i) HMLR Personnel do not process Authority Personal Data except in accordance with this Agreement (and in particular Annex A);
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any HMLR Personnel who have access to the Authority Personal Data and ensure that they are subject to appropriate confidentiality undertakings with HMLR or any Sub-processor;

(D) not transfer Authority Personal Data outside of the EU unless the following provisions are fulfilled:

(i) the Authority or HMLR has provided appropriate safeguards in relation to the transfer (in accordance with UK GDPR Article 46) as determined by the Authority;

(ii) the Data Subject has enforceable rights and effective legal remedies; and

(iii) HMLR complies with its obligations under the UK Data Protection Legislation by providing an adequate level of protection to any Authority Personal Data that is transferred (or, if it is not so bound, uses its reasonable endeavours to assist the Authority in meeting its obligations);

(E) on completion of the Processing Purposes, delete or return Authority Personal Data (and any copies of it) to the Authority unless HMLR is required by Law to retain the Authority Personal Data.

1.5 Subject to clause 1.6, HMLR shall notify the Authority:

(A) if it receives a Data Subject Request in relation to Authority Personal Data;

(B) if it receives any communication from the Information Commissioner or any other regulatory authority in connection with Authority Personal Data processed under this Agreement;

(C) if it receives a request from any third Party for disclosure of Authority Personal Data where compliance with such request is required or purported to be required by Law (save where such Law prohibits disclosure); or

(D) without undue delay if it becomes aware of a Data Loss Event.

1.6 HMLR's obligation to notify under clause 1.5 shall include the provision of further information to the Authority in phases, as details become available.



- 1.7 Taking into account the nature of the processing, HMLR shall provide the Authority with reasonable assistance in relation to the Authority's obligations under UK Data Protection Legislation in respect of HMLR's processing of Authority Personal Data and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
- (A) the Authority with full details and copies of the complaint, communication or request;
  - (B) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the UK Data Protection Legislation;
  - (C) the Authority, at its request, with any Authority Personal Data it holds in relation to a Data Subject;
  - (D) assistance as reasonably requested by the Authority following any Data Loss Event;
  - (E) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by HMLR with the Information Commissioner's Office.
- 1.8 HMLR shall allow for audits of its processing of Authority Personal Data by the Authority or the Authority's designated auditor on reasonable notice.
- 1.9 HMLR may appoint Sub-processors provided that HMLR:
- (A) informs the Authority of new Sub-processors prior to their appointment;
  - (B) imposes data protection terms on any Sub-processor HMLR appoints that contain the same obligations on the Sub-processor as those set out in this Schedule;
  - (C) remains fully liable to the Authority for all acts or omissions of the Sub-processors.
- 1.10 The Authority may object to HMLR's appointment of a new Sub-processor within 14 days of being informed of such Sub-processor's appointment, provided such objection is based on reasonable grounds relating to data protection. In such event, HMLR will either not appoint or replace the Sub-processor or shall propose an alternative Sub-processor.
- 1.11 The Parties agree to take account of any guidance issued by the Information Commissioner's Office.

## **Annex A : Schedule of Processing, Personal Data and Data Subjects**

### **Processing, Personal Data and Data Subjects**

1. HMLR shall comply with the Authority's written instructions with respect to processing and such instructions are to process the Authority Personal Data as necessary to perform the Processing Purposes.



2. Any change to the instructions shall be discussed in good faith between the Parties and, where agreed, shall be incorporated into this Schedule.

### **Description Details**

#### **Subject matter of the processing**

The LLC Programme that will make HMLR the sole registering authority and official search provider for LLC in England and Wales.

#### **Duration of the processing**

The Data Sharing Period as defined in this Agreement, and then until such time that HMLR is no longer Processing the Authority Personal Data for the Processing Purposes.

#### **Processing purposes**

Processing of Authority Personal Data for the following purposes:

- to create working copies of LLC records derived from LLC data provided by the Authority for the Purpose and/or in connection with the LLC Programme

and includes any collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) associated with the above purposes.

#### **Type of Personal Data**

The types of Authority Personal Data processed under the Agreement may include full name, postal addresses, email addresses, telephone numbers, job titles, gender and any other types of Personal Data included in the Authority Data.

#### **Categories of Data Subject**

Data Subjects identified in the Authority Data

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