



## Data Sharing Agreement (DSA) for the sharing of personal data between

[Name of Laboratory]

and

[Name of other Party to the agreement]

[The Department for Environment, Food and Rural Affairs (DEFRA)]

[Title of the Data Sharing Agreement (DSA)]

[Name of Laboratory] and Defra Arrangements for the testing of wine to be exported to the EU

**Agreement start:** [Date of final agreement] **Review due:** [Date of review]

**Version:** [Enter version number i.e. 1.0]

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### Contact details

[Enter name, address and contacts of Named Laboratory contact and team]	Stephanie Oxendale Alcoholic Drinks Policy Team Leader
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## 1. Introduction and background

### 1.1 *Introduction of Laboratory*

### 1.2 [Enter function of other Party]

The Department for Environment, Food and Rural Affairs

## 2. Purpose

2.1 The data sharing is necessary for the purpose(s) of **[enter the purpose or purposes]**.

The data is required to facilitate a split-process that will enable continued export of wine from the UK in the event that the UK leaves the EU without a deal.

2.2 The intended outcome and benefit of the data sharing is to **[enter overall outcome and benefit]**.

Continued export of wine from the UK enabled in the event that the UK leaves the EU without a deal.

2.3 The sharing of data is necessary for the purposes set out in this agreement and must not be used for any other purpose, nor should it be disclosed to third parties without the explicit authority of the information data provider(s).

### 3. Nature of the personal data being shared

#### 3.1 The specific data to be shared is:

##### **[List data being shared]**

- Any business wishing to become an approved laboratory must provide the following information upon application: name, the name of their company, company registration details including registered address and trading address.
- Each analysis report will have to include the following information:  
For all products: Total Dry Extract, Total Sulphur Dioxide, Total Acidity, Volatile Acidity, Citric Acidity.  
For grape must and grape juice: Density.  
For wine and grape must still in fermentation: Total alcoholic Strength, Actual Alcoholic Strength.  
This information is in addition to the following details of the exporter: full name and address of the designated body or department assessing the product (laboratory is required); a stamp issued by the laboratory; the place and date of the stamp; the signature of the laboratory.
- When this information is gathered in an approved analysis report, it will be included within a VI-1 form that will be sent directly from the laboratory to Defra for final authorisation.

3.2 This data needs to be shared as it will enable Defra to approve the type of wine as being compliant with EU regulations, therefore of adequate quality to be exported to the EU. Through the analysis report being shared with Defra, this will be included within the approved VI-1 document and will accompany each consignment of wine being exported to the EU.

As a Member State of the European Union (EU), imports and exports of wine between the EU and the United Kingdom (UK) currently pass under EU free movement of goods provisions.

In the event of a 'no deal' UK withdrawal from the EU:

- The UK will become a Third Country to the EU; and domestic legislation will regard the EU as a third country to the UK.

This means that the UK will be required to issue a certificate (the VI-1 document) for all consignments of wine to the EU and the EU will be required to issue a UK equivalent for all consignments to the UK.

Domestic legislation provides for a transition period (9 months) during which EU imports will be exempt from post-Exit UK certification requirements.

The purpose of this Data Sharing Agreement is to:

- Outline a Data Sharing Agreement between **[name of laboratory]** and Defra). The data is required to facilitate a process that will enable continued export of wine from the UK in the event that the UK leaves the EU without a deal.

## 4. Process

### 4.1

#### PROCESS DESCRIPTION – EXPORTS

The EU VI-1 document that will be required by UK wine exporters post Brexit in a no deal scenario comprises:

- A certificate drawn up by a competent body in the product's country of origin; and
- An analysis report drawn up by an official laboratory recognised by the product's country of origin.

The ability to issue EU VI-1s is dependent on a body/bodies being designated to draw up the laboratory analysis reports in advance and be recognised and listed by the EU.

Immediately after the UK leaves the EU, Defra will act as the UK competent body which issues EU VI-1 certificates to wine exporters.

Whether the wine originated in the UK or any other third country determines the process for issuing VI-1 documents. As such, a split process is in place whereby VI-1 certificates are either Pre-certified or Individually certified by the competent authority, Defra.

Third country wine that has already been exported in bulk to the UK for re-export to the EU, this will follow a pre-certified route as it will already be accompanied by an analysis report drawn up by the country of origin. The consignment of wine will not require further testing. A VI-1 will be issued by Defra for the exporter to complete themselves and attach to each consignment being exported.

Wine that has been produced within the UK, or EU wine that has been exported to the UK to then be re-exported back to the EU, will follow an individually certified process. When combined with the analysis report drawn from a competent laboratory, wine will meet appropriate requirements in order to be exported to the EU. Defra will therefore issue a completed VI-1 to the exporter to attach to each consignment being exported.

In order to enable Defra to confirm that each consignment of wine meets EU requirements with an analysis report, Defra would require a data sharing agreement to be implemented between Defra and the approved laboratory so that analysis reports can be forwarded to Defra. The signed VI-1, with analysis report included, will then be sent directly to Defra for their final approval.

It should be noted that this solution is a short-term solution, which will ensure that the UK can continue to export wine under a no deal scenario. Post day 1 of a no deal scenario, Defra will explore a more sustainable, long term solution.

## SUMMARY OF [Name of Laboratory] OUTPUTS

[Name of Laboratory] will provide Defra with a completed analysis report and a signed and stamped VI-1 form to provide assurance that the type of wine has been tested and is in accordance with EU regulations.

The following steps will apply:

- After being approached by an exporter, [Name of Laboratory] will conduct tests to analyse the quality of wine that is wished to be exported to the EU.
- [Name of Laboratory] will send this analysis back to the exporter.
- The exporter will then enter the laboratories analysis results in Part 10, 'Analysis Report', of the EU VI-1 and then send this document back to the approved laboratory for their stamp and signature.
- Once signed and stamped, [Name of Laboratory] will email the VI-1, with analysis report included, to Defra for approval.

Where any particular batch of wine has already been tested by the laboratory and an analysis report drawn up, that analysis report may be reused for a new VI-1 document to accompany a new consignment of that batch. The exporter should communicate with the laboratory and, it may be decided that, rather than drawing up a new analysis report, an existing analysis report may be signed, stamped and provided to Defra. The decision to do this is at the discretion of the laboratory.

## RESOURCES

The resources for issuing VI1 certificates will be managed by the Defra Policy Team.

[Name of Laboratory] will be responsible for completing the analysis tests as part of their business operations. [Name of Laboratory] will be required to issue these results through a data transfer to the exporter. Once the VI-1 form is received by the laboratory, signed and stamped: they will be responsible for ensuring that this is emailed to Defra for final authorization of the VI-1 certificate. [Name of Laboratory] will need to have an appropriate privacy notice in place to ensure that exporters are aware that analysis results will be passed on to Defra where VI-1 certification is required.

### 4.2 [Clarify if this is one way or two-way sharing].

This will be a two-way sharing process. Where [Name of Laboratory] will transfer the analysis report within the VI-1 document to Defra; following Defra's final authorisation this will then be emailed directly back to the exporter once complete. This process is outlined above.

#### **4.3 [Set out roles and responsibilities].**

As laid out in above process

#### **4.4 [Set out the timing of sharing (e.g. weekly/ monthly/ on request)].**

Data will be shared with Defra following testing on an ad hoc basis in order for wine that has been produced within the UK, and wine that has been sent from the EU to the UK for bottling and re-export, to be exported to the EU.

#### **4.5 [Set out the retention schedule].**

Data, in the form of analysis reports and VI-1 documents, will be retained by Defra for a period of 2 years. This will be reviewed at a later date as long as Defra remains responsible as the competent body for authorising VI-1 documents.

#### **4.6 [You may want to include whether the reason for the sharing of the data will be recorded].**

Recorded above.

### **5 Legal basis**

#### **5.1 [The Party to the sharing needs to state their legal power here if it is two-way sharing]**

NA

#### **5.2 [The other Party to the sharing needs to state their legal power here if it is two-way sharing]**

NA

**5.3[Are there any specific legal restrictions on the use, or onward disclosure of this information? If so, state here]**

NA

**5.4 [Are there any common law of confidence considerations/other legislation. Will the sharing of this data be compatible with any obligations of confidence? If so, state here]**

NA

5.5 Both **[Name of Laboratory]** and Defra agree that all sharing pursuant to this Agreement must be compliant with the General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR), the Data Protection Act 2018 (DPA) and the Human Rights Act 1998 (HRA), DPA. In particular (but without limitation), both parties acknowledge the need to comply with the six key principles set out in Article 5(1) of the GDPR.

5.6 Both **[Name of Laboratory]** and Defra shall be responsible for, and be able to demonstrate compliance with, all the above principles in line with the accountability principle set out in Article 5(2) of the GDPR.

5.7 The lawful basis for processing personal data under the First Principle of the GDPR is under Article 6(1)(e) of the GDPR and Section 8 of the DPA, that is, the processing is necessary for the performance of a public task carried out in the public interest.

**5.8[State the lawful basis below if 5.7 is not appropriate i.e. if sharing is based on consent or needed to meet a legal obligation]**

*Article 6(1)(e) of the GDPR and Section 8 of the DPA, that is, the processing is necessary for the exercise of official authority vested in the Defra as Defra will become the competent authority responsible for issuing VI-1s.*

**6. Controller of the personal data**

**6.1 [Enter data controller/ processor relationships]**

**[Name of Laboratory]** is the controller for the personal data in relation to testing the wine that is to be exported to the EU. Defra is the data controller for the personal data in relation to issuing the EU VI-1 documents (and the associated checks needed for this).

## 7. Security and assurance

### 7.1 [Describe how the data will be transferred securely between the parties]

The information must be stored securely at all times in line with government security standards as outlined at: [www.ncsc.gov.uk/guidance/10-steps-cyber-security](http://www.ncsc.gov.uk/guidance/10-steps-cyber-security)

Details for password protected secure transfer in line with above principles:

- For file transfers, **[Name of Laboratory]** will share the data by emailing through an encrypted file containing the data, with the password used to encrypt the file communicated to the intended recipient by either telephone or SMS text message – NOT by email.
- Defra must ensure the data is stored in either an encrypted file or in the secure government network at all times and is accessible only to Defra staff authorised to access the data.

### 7.2 [Detail what measures the receiving parties have in place to ensure the data is only used for the stated purpose]

Signature of this agreement confirms data to be used only for stated purpose

### 7.3 [Detail what measures the receiving parties have in place to ensure that only people with a genuine business need to access the data, do so. Both parties will have knowledge of who will work with the data, in particular an external contracted company – it is often worth listing the people who have access to the data (e.g. “all analysts in team Z”)]

Information relating to analysis reports and VI-1 documents will be stored within a Defra drive whereby access will be restricted to only those with the authority and need.

### 7.4 The information must be stored securely at all times in line with government security standards as outlined at: [www.ncsc.gov.uk/guidance/10-steps-cyber-security](http://www.ncsc.gov.uk/guidance/10-steps-cyber-security)

### 7.5 [State the destruction process here in reference to the retention schedule in paragraph 4. If there are guidelines, annex them or refer to them]

At the end of retention periods, information will be disposed of securely and with care following the latest advice and guidance from CPNI (Centre for Protection of National Infrastructure) and NCSC (National Cyber Security Centre):



## 8 Breaches of Security

- 8.1 All known or suspected breaches of security in relation to data shared or created under this agreement -such as: misuse or abuse of the system and the data, loss of data, unauthorised processing of the data, including unauthorised disclosure, malicious software attack, denial of service attack- are to be reported to the **[Name of Laboratory]**'s Information Security Officer, Data Protection Officer and Defra's core Data Protection Team (**[data.protection@defra.gov.uk](mailto:data.protection@defra.gov.uk)**) **within 12 hours of one party becoming aware of the breach**. Once notified of a breach of security, the relevant officers and staff and the respective Information Assurance Officers, Data Protection Officers and Defra's core Data Protection Team or equivalent, will undertake an investigation to identify, where possible, who carried out the breach, what information has been compromised and whether the integrity of the system has been compromised.
- 8.2 Parties should be provided with a full report of the circumstances and, if relevant, the data affected along with sufficient details to enable them to retain assurance in the confidentiality, integrity and availability of the data and the processes supporting data exchange, and to undertake their own risk assessments.
- 8.3 Where a breach of security may amount to criminal activity, this must be reported to the relevant police force for investigation and, where appropriate, report the circumstances to the relevant authorities. Defra's procedure for breaches of security require that the Defra Security team reports the matter to the police service.
- 8.4 Where the breach meets the threshold for reporting, the Information Commissioner's Office will also be notified, and the parties will consider on a case by case basis whether to notify the affected individuals of that breach. No notification of the breach will take place until both parties to this agreement have been consulted.

## 9. Rights of Individuals / Complaints

- 9.1 Data shared may be subject to requests from individuals exercising their rights set out in Articles 15 to 22 of the GDPR, including right of access (subject access), right to rectification and erasure, right to restrict processing, data portability, right to object and rights in respect of any automated decision-making, including profiling.
- 9.2 Where a rights request relating to the data shared is received by either party from individuals or their representatives, prompt advice must be sought from the **[Name of Laboratory]**'s Data Protection Officer and the core Defra Data Protection Team. The party identified as responsible for the response must be notified as soon as possible, preferably within 24 hours or on the next working day as appropriate. The party responsible for the response to the rights request must ensure that any actions required on the data shared are communicated to the other party who, in turn, are responsible for ensuring the same actions on the data received are completed.
- 9.3 Complaints from individuals, or their representatives, about the processing/use of their personal data shared will also be notified as soon as possible to the **[Name of Laboratory]**'s Data Protection Officer and Defra's Core Data Protection Team, preferably within 24 hours. Action that affects any of the signatories to this agreement will not be taken without consultation and agreement of all relevant parties.

9.4 Depending on the nature of any complaint, both parties or either party may be responsible for the resolution of the complaint. If the complaint is about the source data, the data provider will be responsible for investigation and resolution, if in relation to the interpretation or action resulting from the interpretation of the data supplied, the receiving party will investigate and resolve the complaint.

## 10. Data Protection Impact Assessment (DPIA)

10.1 A DPIA has been carried out and risks identified. Details of controls/ mitigation agreed and signed off by the information asset owner are included in the sections above.

N/A

## 11. Review arrangements

11.1 [State the month and year for the review of the DSA. Setting this will tie in with the original objectives of the data share. The review will determine whether these are still being achieved. It may result in a new policy, PIA, or DSA.]

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## 12. Signatories

[Name of Laboratory and head of business area]

**Rebecca Shrubsole**  
**Deputy Director – Farming and Food**  
**Sectors and Trade Policy**  
**Department for Environment, Food and**  
**Rural Affairs**

Signature of head of business area:

Signature of head of business area:

.....

.....

Date: [date]

Date: [date]

**[Name of Laboratory and Information Asset Owner]**

**Rebecca Shrubsole  
Deputy Director – Farming and Food  
Sectors and Trade Policy  
Department for Environment, Food and  
Rural Affairs**

Signature of Information Asset Owner:

Signature of Information Asset Owner:

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Date: [date]

Date: [date]