

Circular number	14/2009	Date issued	12 March 2009
This circular is	For information	No response required	
This circular is	Relevant to the Fire Control Project		
Status	This Circular sets out changes made to the CLG – EADS project agreement in favour of FRAs.		

FiReControl Project Agreement (CLG-EADS) Sharing of Data by FRAs with EADS and CLG

Issued by:

Dermot Paddon

Head of Delivery, FiReControl

Addressed to:

**The Chair of the Fire and Rescue Authority
The Chief Executive of the County Council
The Clerk to the Fire and Rescue Authority
The Clerk to the Combined Fire and Rescue Authority
The Commissioner of the London Fire and Emergency Planning Authority
The Chief Fire Officer**

Please forward to:

**Legal Services
Data Managers in FRs**

Summary

The Circular deals with the various data issues related to the FiReControl Project and the amendments to the FiReControl project agreements in favour of FRAs.

For further information, contact:

Dermot Paddon
Head of Delivery, FiReControl
Communities and Local Government
2nd Floor, Zone F1, Ashdown House
123 Victoria Street
London SW1E 6DE

Direct line **020 7944 3238**
Fax **020 7944 3533**
E-mail [**Dermot.Paddon@communities.gsi.gov.uk**](mailto:Dermot.Paddon@communities.gsi.gov.uk)

Website [**www.communities.gov.uk**](http://www.communities.gov.uk)

1.0 FiReControl Project Agreement (CLG-EADS) Sharing of Data by FRAs with EADS and CLG

- 1.1 The FiReControl Project requires that information relating to incidents, training, operational procedures, personnel, facilities and geographic data is stored on the central FiReControl system. As such this will require the FRAs to share the information they hold relating to their operations with EADS and/or CLG. The FRAs have identified some issues in relation to data security and Data Protection implications surrounding their disclosure of data. The FiReControl Legal Working Group and CLG have been working together to find a solution to these issues.
- 1.2 CLG had equivalent issues in relation to the data which it provided to EADS and addressed these in the 2007 Project Agreement through certain provisions relating to data processing and security. The Legal Working Group and CLG have agreed that the issues the FRAs have raised should be addressed by extending the benefit of the provisions in the Project Agreement relating to data processing and security to the FRAs and LACCs through third party rights, so that they are able to enforce them directly without the need to enter into an agreement with EADS.
- 1.3 EADS and CLG have now entered into the agreement required to make the necessary changes to the Project Agreement to allow this and a copy of this agreement and a document containing additional clauses that put the changes in context are included at Annex A (1&2).
- 1.4 At Annex B is a letter which seeks to ensure a consistent approach to the sharing of the information by the FRAs with EADS and CLG. The letter sets out how the FRAs will make available to CLG and EADS the information they hold relating to their operational procedures and has been approved by the Legal Working Group. Please could each FRA sign and return a copy of this letter to CLG by 30 March 2009.
- 1.5 The ability of FRAs and LACCs to enforce these provisions directly raised three specific issues:
 - ***How CLG itself would deal with data it received from FRAs;***
 - ***How instructions relating to the treatment of FRA data will be addressed; and***
 - ***What protection the FRAs will have against future changes to the clauses to which they have been granted third party rights***
- 1.6 This circular sets out how CLG proposes to deal with each of these issues.

2.0 How CLG will treat FRA data

- 2.1 The provisions in the Project Agreement set out in Annex A impose obligations on how EADS deals with Authority Data but do not impose any obligations on how CLG deals with data it receives. CLG is happy to give the FRAs comfort regarding the way it handles data and has already signed a standard form Non Disclosure Agreement (NDA) with a number of FRAs. CLG would be happy to enter into this agreement with each FRA and a copy of the agreement is annexed to this circular at Annex C for your information. The data of any FRA which is covered by the NDA and which is received at CLG will be treated in line with the NDA and Her Majesty's Government policies.
- 2.2 Any FRAs which wish to enter into a NDA with CLG should print two copies of the attached NDA, insert the name of the FRA in the appropriate places (as the Authority), sign and return both copies to Bernie Barry at Communities & Local Government, 2nd Floor, Zone F1, Ashdown House, 123 Victoria Street, London SW1E 6DE.
- 2.3 Note that some FRAs have entered, over the past year, into NDAs with CLG in relation to the FiReControl project. These are still valid and therefore the FRAs which are parties to those NDAs do not need to enter into a new NDA.
- 2.4 Among the provisions in Annex A, Clause 18.1(g) allows CLG to give consent to EADS to enable it to transfer Authority Data to a third party. CLG confirms that it will not give permission to EADS to transfer any FRA data to third parties unless CLG obtains the consent from each affected FRA or where the permission is required for the purposes of the FiReControl project.

3.0 Addressing FRS data instructions

- 3.1 Clause 18.1 (c) of the Project Agreement (which the FRAs have third party rights to enforce) provides that EADS will act only on the instructions of CLG in relation to the processing of any Authority Data, including all personal data. It has been suggested that the FRAs should each provide the instructions as to how they want their Authority Data processed. However, owing to the number of FRAs it is not practicable for each FRA to separately specify to EADS how it wants its data dealt with. Accordingly, CLG will receive instructions from the FRAs and will pass the instructions on to EADS.
- 3.2 To satisfy any FRA concerns surrounding a potential breach of FRA Data Protection obligations, CLG has given a legally binding undertaking to each FRA that it will pass on to EADS:
- any instructions the FRAs give CLG that relate to the handling of personal data where this is required by that FRA to maintain its data protection compliance; and
 - provided that the FRA has made this requirement known to CLG when providing them with the instructions and data in question.
- 3.3 The letter which gives effect to this undertaking to any authority constituted as a fire and rescue authority by the Fire and Rescue Services Act 2004 is attached at Annex D to this circular.

- 3.4 If EADS fail to process the data in accordance with the instructions CLG give them, the individual FRAs will be able to enforce directly against EADS.
- 3.5 CLG is also currently working on the Data Protection and Intellectual Property issues surrounding the data sets currently used by the FRAs and that will be required for FiReControl. CLG are in consultation with the Regional Project Managers (RPMS) in relation to this. CLG plan to use the output of this work to produce guidance for the FRAs that will help them to identify any data they hold which will require specific instructions or other arrangements required to ensure legal compliance. The guidance will be circulated to the FRAs at a later date.

4.0 Protection against changes to third party rights

- 4.1 To protect the rights that have been extended to the FRAs by third party rights (as contained in the document attached at Annex A), until CLG enters into the proposed agreement with the LACCs, CLG agrees not to change any of the terms of the Project Agreement in a way that would be detrimental to the FRAs unless such change is required by law. Once CLG and the LACCs have entered into the proposed CLG/LACC agreement then any changes would be pursuant to the procedures in that agreement.

5.0 Summary

- 5.1 No further action is required by the FRAs in relation to the changes to the Project Agreement. The changes that have been made to the Project Agreement automatically give the FRAs the rights to enforce the relevant provisions of the Project Agreement relating to Data Protection and data security.
- 5.2 Each FRA is requested to sign and return a copy of the letter attached at Annex B by 30 March 2009 to Bernie Barry (address above).
- 5.3 If any FRA wishes to enter into the NDA attached at Annex C, please print two copies, insert the name of the FRA in the appropriate places (as the Authority), sign both copies and send them both to Bernie Barry for counter signature on behalf of CLG.
- 5.4 No further action is required by the FRAs regarding the letter attached at Annex D.

Dermot Paddon

FiReControl Project