

2026-27 Somerset Rivers Authority (SRA) Local Memorandum of Understanding (MOU) & Constitution

Contents

1	The Parties to the SRA	Error! Bookmark not defined.
2	Definitions	Error! Bookmark not defined.
3	Background and Context	Error! Bookmark not defined.
4	Term & Amendment	Error! Bookmark not defined.
5	Commitment to MOU and Constitution	Error! Bookmark not defined.
6	Local Government Finance Settlement	Error! Bookmark not defined.
7	Constitution of Host Authority, Statutory and Regulatory Compliance ...	Error! Bookmark not defined.
8	Constitution of the SRA	Error! Bookmark not defined.
9	Disputes	Error! Bookmark not defined.
10	Governing Law and Jurisdiction	Error! Bookmark not defined.
11	Execution Clause	Error! Bookmark not defined.
	Schedule 1 – Constitution of the SRA	11

1 The Parties to the SRA

- (1) Somerset Council (SC) of County Hall, Taunton, TA1 4DY (“the Council”),
- (2) Axe Brue Internal Drainage Board of Bradbury House, 33-34 Market Street, Highbridge, TA9 3BW
- (3) Parrett Internal Drainage Board of Bradbury House, 33-34 Market Street, Highbridge, TA9 3BW
- (4) The Environment Agency of Rivers House, East Quay, Bridgwater, TA6 4YS
- (5) Natural England of Horizon House, Deanery Road, Bristol, BS1 5AH
- (6) Wessex Regional Flood & Coastal Committee, of C/O Rivers House, East Quay, Bridgwater, TA6 4YS
- (7) Wessex Water of Claverton Down Road, Claverton Down, Bath, BA2 7WW

(each a “Party” and together the “Parties”)

These Parties, to whom this Local Memorandum of Understanding applies, are those agreed to be represented on the SRA Board.

2 Definitions

2.1 For the purposes of this memorandum of understanding the following words shall bear the following meanings:

Accountable Body: Somerset Council

Annual SRA Allocation: such sums as are collected in the Financial Year by the Host Authority. The Annual SRA Allocation for the Financial year is set out in clause 6

Constitution: the Constitution of the SRA as set out in Schedule 1

Defra: Department of Environment, Food and Rural Affairs

Enhanced Programme: the schedule of works set out in Appendix Three that the SRA Members have agreed to deliver during the Financial Year

Financial Year: the period **1 April 2026 to 31 March 2027**

Host Authority: Somerset Council

IDBs: the Axe Brue Internal Drainage Board & Parrett Internal Drainage Board

MOU: This memorandum of understanding for the SRA

SRA: the Somerset Rivers Authority

SRA Board: the Board comprising the organisations set out in clause 1 above

3 Background and Context

3.1 The SRA, (established in 2015 following the devastating floods of 2013-14), currently operates as an unincorporated association in accordance with an MOU that is based on its Constitution and on the co-operation duty of Flood Risk Management Authorities (FRMAs) under section 13 of the Flood and Water Management Act 2010.

3.2 The SRA approved the draft Enhanced Programme for the Financial Year on 5 December 2025.

3.3 The Council in its role as the Host Authority (as set out in section 6 of the Constitution (Host Authority)) has approved the Annual SRA Allocation for the Financial Year; and

3.4 On 11 March 2026 the Executive of the Host Authority approved the appointment of the Council as the Accountable Body for the SRA and adopted the SRA Enhanced Programme for the Financial Year; and

3.5 The parties agree to observe this MOU

4 Term & Amendment

- 4.1 This MOU supersedes and replaces all previously agreed memorandums of association, shall come into effect on **1 April 2026** and shall continue in force unless terminated in accordance with this MOU. It will be reviewed before the end of the Financial Year (no later than 31 January 2027).
- 4.2 All variations to this MOU shall be unanimously agreed and recorded in writing and an amended MOU shall be circulated by the Accountable Body to the parties for their records.

5 Commitment to MOU and Constitution

- 5.1 The Parties are committed to continuing to work together as the SRA and to:
- 5.1.1 Compliance with this MOU and with the Constitution:
- 5.1.2 Commitment to the cooperation obligations under section 13 of the Flood and Water Management Act 2010:
- 5.1.3 The discharge of their obligations as identified in the Enhanced Programme within pre-agreed financial envelopes and agreed budgets to deliver value for money outcomes:
- 5.1.4 The delivery of the Somerset Flood Action Plan including the delivery of its Vision for the Levels and Moors (Appendix One). The parties acknowledge that the realisation of these objectives relies upon the continuing receipt of the Annual SRA Allocation and securing additional funding. Without prejudice to the obligations of each Party under this MOU, each party shall proactively seek out further external funding from third parties to further support the work of the SRA:
- 5.1.5 Compliance with the Somerset Rivers Authority Strategy 2024 – 2034. The parties have worked together to produce a Somerset Rivers Authority Strategy 2024-2034 that sets the objectives of the SRA and remain committed to developing annual action plans that respect and enhance the original 2014 Flood Action Plan.
- 5.2 The scope of the SRA's remit does not extend to emergency response and recovery or activities associated with coastal flood risk. In unique instances where the SRA Board agree to support a coastal flood risk project or activity that supports Flood Action Plan objectives, further internal approvals may first be required from the Host Authority prior to any decision of the SRA being confirmed.

6 Local Government Finance Settlement

- 6.1 The Host Authority annually sets the Annual SRA Allocation for the purpose of supporting and funding the SRA. This funding remains in the council tax base as long as it is raised for the purposes of the SRA.
- 6.2 This amount is set at £14.65 for a band D property. The total amount raised increases slightly each year as new properties are constructed and council tax is paid. £14.65 is equivalent to 0.7% of 2025-26 band D council tax.
- 6.3 New funding totalling £3,210,293 will be available to the SRA for 2026-27, raised by Somerset Council and the Parrett and Axe Brue IDBs as follows:

Authority	Contribution
Somerset Council (Annual SRA Allocation)	£3,190,293
Somerset Internal Drainage Boards (contribution from the IDBs)	£20,000
Total Annual SRA Allocation	£3,210,293

- 6.4 The Accountable Body is authorised to release the received Annual SRA Allocation of the SRA to its Members, (the parties) to deliver the Enhanced Programme in accordance with Section 7 of the Constitution.
- 6.5 Nothing in this MOU shall require the Host Authority and the Accountable Body to pay any additional sums to any party (including itself) from the Annual SRA Allocation.

7 Constitution of Host Authority, Statutory and Regulatory Compliance

- 7.1 The Constitution, policies and procedures of the Host Authority shall apply to the collection and management of the SRA precept by the Host Authority, the meetings of the SRA, the employment of staff by the Council for the SRA and the expenditure of the Annual SRA Allocation by the Council for its own tasks as identified in the Enhanced Works Programme and where joint contracting arrangements are proposed.
- 7.2 All grants awarded to members of the SRA shall be assessed by the Accountable Body to ensure compliance with the Subsidy Control Act 2022, (the "Act"), (though it will usually be the case that no economic activity as defined by section 7(2) of the Act is found to present and that therefore subsidy control compliance is not required). Each Party that is a recipient of SRA Funding will also take such steps as are required to ensure compliance with the Act.

7.3 Where works are procured by a Party, compliance with the Procurement Act 2023 and the practices and procedures of that Party shall apply. Each of the Parties shall take responsibility for its own liabilities, including insurance, for example, through appropriate insurance cover or indemnity of Members and officers.

7.4 Each Party shall comply with:

7.4.1 the UK General Data Protection Regulation and the Data Protection Act 2018 and all other data protection law and regulation having force in the UK; and

7.4.2 their obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. In relation to the activities of the SRA, the Accountable Body shall manage and respond to all requests for information unless otherwise agreed; and

7.4.3 all relevant health and safety legislation; and

7.4.4 all other relevant prevailing legislation and regulation including without limitation, the Bribery Act 2010, equalities legislation and the Modern Slavery Act 2015.

8 Constitution of the SRA

8.1 The parties agree that:

8.1.1 Once signed by all of the Parties the Constitution of the SRA shall remain in full force and effect.

8.1.2 All proposals for amendments to the Constitution of the SRA shall be communicated to the SRA Senior Manager not less than 30 days ahead of any Board meeting at which they would need to be considered.

8.1.3 Save for amendments that are necessitated by a change in the law, all other amendments to the Constitution of the SRA may be agreed in accordance with its terms provided that no variations may alter, prejudice, negate or conflict with this MOU or seek to increase the approved Annual SRA Allocation.

8.1.4 The Accountable Body shall prepare key decisions and non-key decisions as required.

9 Disputes

9.1 In the event of a dispute or difference between any one or more parties to this MOU,

senior officers shall in all good faith seek to resolve the same between themselves within mutually agreed reasonable timescales, failing which the dispute or difference shall be escalated in accordance with the dispute resolution procedure appearing at paragraph 13 of the Constitution.

10 Governing Law and Jurisdiction

- 10.1 This MOU and the documents incorporated by reference, negotiations, other legal agreements and any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 10.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this memorandum of understanding and any legal agreements prepared in connection with the same or their subject matter or formation.
- 10.3 Each party hereby confirms its agreement to the terms contained in this memorandum of understanding.

11 Execution Clause

Signed by **Cllr Graham Oakes**
Lead Member for Public Health,
Climate Change and
Environment on behalf of
Somerset Council

Date

Signed by **Cllr Mike Stanton** as a
representative of **Somerset**
Council

Date

Signed by **Tony Bradford** on
behalf of the
Parrett Internal Drainage Board

Date

Signed by **Anthony Betty** as a
representative of the
Parrett Internal Drainage Board

Date

Signed by **Ian Withers**
on behalf of the
Environment Agency

Date

Signed by **Andrew Gilling**
on behalf of the
**Axe Brue Internal Drainage
Board**

Date

Signed by **Wendy Welland** as a
representative of the
**Axe Brue Internal Drainage
Board**

Date

Signed by **Cllr Steve Ashton** as a
representative of **Somerset
Council**

Date

Signed by **Claire Newill**
on behalf of **Natural England**

Date

Signed by **Ian Collins**
on behalf of the
**Wessex Regional Flood &
Coastal Committee**

Date

Signed by **Cllr Nick O'Donnell** as
a representative of **Somerset
Council**

Date

Signed by **Cllr Mike Caswell** as a
representative of **Somerset
Council**

Date

Signed by **Cllr Claire Sully** as a
representative of **Somerset
Council**

Date

Signed by **Cllr Ros Wyke** as a
representative of **Somerset
Council**

Date

Signed by **Matt Wheeldon** on
behalf of **Wessex Water**

Date

Schedule 1 – Constitution of the SRA

2026-27 Somerset Rivers Authority (SRA) Constitution

Contents

Constitution of the Somerset Rivers Authority (“SRA”) -.....	13
1 Definitions	13
2 SRA Board Membership.....	14
3 Authority of Board:.....	14
4 Representatives and Meetings of the SRA.....	15
5 Legal Status of SRA	17
6 Vision and Purpose of the SRA	17
7 Scope of Activities including development and delivery of the Enhanced Programme	18
8 Annual SRA Allocation and additional Funding	19
9 Host Authority	20
10 Accountable Body	21
11 Responsibilities and Conduct of SRA Board Members	23
12 Officer Support and Availability of Information	24
13 Dispute Resolution.....	25
14 Withdrawal / Termination	26
15 Overview and Scrutiny	26
Appendix 1: A Vision for the Somerset Levels & Moors in 2030	28
Appendix 2: 2026-27 Enhanced Programme	30
Appendix 3: Terms of Reference – SRA Management Group.....	31
Appendix 4: Terms of Reference – SRA Technical Group.....	32
Appendix 5: SRA Scheme of Delegation	33
Appendix 6: SRA Grant Guidelines.....	36
Appendix 7 – Data Sharing Schedule	38

Constitution of the Somerset Rivers Authority (“SRA”) -

1 Definitions

1.1 For the purposes of this Constitution the following words shall bear the following meanings:

Accountable Body: Somerset Council

Annual SRA Allocation: such sums as are collected in the Financial Year by the Host Authority.

CEDR: Centre for Effective Dispute Resolution

Constitution: the Constitution of the SRA

Defra: Department of Environment, Food and Rural Affairs

Enhanced Programme: the schedule of works set out in Appendix 2 to the MOU that the SRA Members have agreed to deliver during the relevant Financial Year

Financial Year: a period 1 April and ending 12 months later on 31 March in any year

Host Authority: Somerset Council

FRMA: Flood Risk Management Authority

HR: Human Resources

IDBs: the Axe Brue Drainage Internal Board and the Parrett Internal Drainage Board

IT: Information Technology

MHCLG: Ministry of Housing, Communities and Local Government

MOU: The memorandum of understanding that the Members enter into on an annual basis

Prejudicial Interest: An interest of an individual Board member, which could be perceived to represent a conflict of interest with any matter considered by the Board.

Public Sector Co-operation Agreements: The Flood and Water Management Act 2010 enables a Flood Risk Management Authority (FRMA) to arrange for a flood risk

management function to be exercised on its behalf by another risk management authority. This can be done under a Public Sector Co-operation Agreement.

Riparian Owner: An owner of land or property adjoining a watercourse.

SRA: the Somerset Rivers Authority

SRA Board: the Board comprising the organisations set out in clause 1 above

- 1.2 Background information and previous papers can be found on the Somerset Rivers Authority website at www.somersetiversauthority.org.uk
- 1.3 For the purposes of this Constitution each organisation is referred to as a “Member” and when referred to collectively are the “Members”
- 1.4 The Environment Agency, the Axe Brue Internal Drainage Board and the Parrett Internal Drainage Board (IDBs), the Lead Local Flood and Highway Authority (Somerset Council), and Wessex Water are each Flood Risk Management Authorities (“FRMAs”)

2 SRA Board Membership

2.1 This is the constitution of the Somerset Rivers Authority (SRA).

2.2 **Membership:** The Board will consist of 14 members as follows:

- 6 representatives from Somerset Council,
- 2 representatives from the Parrett Internal Drainage Board,
- 2 representatives from the Axe Brue Internal Drainage Board,
- 1 representative from the Environment Agency,

2.3 1 representative from Natural England,

2.4 1 representative from Wessex Water,

2.5 1 representative from the Wessex Regional Flood & Coastal Committee.

3 Authority of Board

3.1 The SRA Board has the authority to:

3.1.1 Agree the SRA annual Enhanced Programme and authorise the Accountable Body to release SRA funding for the delivery of its current year’s activities:

3.1.2 Deliver the Enhanced Programme with the agreed Annual SRA Allocation. The receiving Member shall ensure that all additional funds required to deliver the task or project allotted to it are available in cleared funds to support the same. Where required external

funding for an approved project cannot be secured or where an opportunity presents that satisfies the Vision of the SRA but is not in the Enhanced Work Programme, the Board may divert funding to such a project provided that the Annual SRA Allocation is not exceeded and the Council's constitution is complied with:

- 3.1.3 All programmes for delivery shall support the delivery of the Vision and remaining actions in the original Flood Action Plan and the Somerset Rivers Authority Strategy 2024-2034 and its associated action plan:
- 3.1.4 Determine the scope of services provided by Somerset Council as Host Authority and the financial contributions therefor. This will include the staffing structure and budget required to support the Board and proper functioning of the Somerset Rivers Authority.

4 Representatives and Meetings of the SRA

- 4.1 **Appointment of Board Members and Period of Office:** The Members have each appointed representatives to serve as members of the SRA Board. Board Members shall hold office until written notification of their removal and/or replacement is received by the Accountable Body or shall cease with immediate effect if they cease to hold office within that member organisation or are deemed by a majority of the SRA Board to have brought the good name of the SRA into disrepute.
- 4.2 **Nomination of Deputies to Attend Meetings:** Each of the Members shall nominate a deputy for its appointed Board member, to attend and to vote at any meeting of the Board in place of the appointed Board member, who for any reason is unable to attend.
- 4.3 **Appointment of Chair and Vice-Chair:** The SRA Board will elect a Chair and a Vice-Chair who are members of the Board. Thereafter, and until the SRA is set up as a separate precepting authority, they will hold office until they cease to be members of the Board or at the two-year anniversary of the last election, whichever is the earlier. If neither the Chair nor Vice-Chair is present, then a member shall be elected from those present to act as Chair for that meeting.
- 4.4 **Co-option of additional Board Members:** The SRA Board shall have the power to appoint additional non-voting members to the Board. The process for co-option is to invite expressions of interest following agreement to do so by the SRA Board. Any expressions of interest would need to be accompanied by a curriculum vitae setting out relevant skills

and experience of the invited individual or representative of the invited organisation. To ensure that adequate time is available for consultation on any co-option proposal any expressions of interest should be forwarded to the SRA Senior Manager, for circulation to Board Members for comment no less than 30 days ahead of any Board meeting at which they would need to be considered. Proposals would then be put as recommendations to the SRA Board, and in accordance with its decision-making arrangements, be decided by a simple majority.

- 4.5 **Ability to Vote:** Members may have Disclosable Pecuniary Interests (DPIs), Other Registerable Interests (ORIs) or Non-Registerable Interests (NRIs) In the event of a disclosable pecuniary interest and/or a prejudicial interest arising, a member will need to abstain from participation in accordance with the normal practices of the Host Authority.
- 4.6 **Voting:** Save as otherwise specifically set out in this Constitution, decisions shall be made by a simple majority of voting members attending. In the event of a tied vote, the Chair shall have a casting vote.
- 4.7 **Quorum:** A minimum of 9 voting representatives including the Accountable Body.
- 4.8 **Access to Meetings and Information:** SRA Board meetings will be open to the public. Papers will be published on the SRA website five clear working days prior to meetings. Minutes of Board meetings will also be published on the website.
- 4.9 **Public Speaking and Questions:** A slot for Public Question Time is set aside near the beginning of the meeting. Questions or statements about any matter on the agenda for this meeting may, at the chair's discretion, be taken at the time when each matter is considered. Full guidance is published on the SRA website www.somersetroversauthority.org.uk
- 4.10 **Frequency of Meetings/Urgent Business:** A calendar of meetings for each Board year will be approved by the Board and published by the beginning of each Financial Year. Full Board meetings are held quarterly, and extra meetings will be called in the event of an urgent decision.

4.11 **Attendance at Meetings:** Each of the Parties shall be responsible for meeting any remuneration, costs and expenses associated with attendance at meetings where the purpose is to represent their parent organisation.

4.12 **Expenses:** Where a Board representative is required to attend meetings or functions on behalf of the SRA, travel and subsistence costs will be met by the SRA. Expenses and costs will be refunded in accordance with Somerset Council's travel and subsistence policy.

4.13 **Delegations:** The SRA delegations are outlined in Appendix 5.

5 Legal Status of SRA

5.1 The Somerset Rivers Authority ("SRA"), (established in 2015 following the devastating floods of 2013-14), currently operates as an unincorporated association in accordance with a Memorandum of Understanding (MOU) based on the co-operation duty of Flood Risk Management Authorities (FRMAs) under section 13 of the Flood and Water Management Act 2010 and this Constitution.

5.2 Until such time as the SRA is recognised as an independent statutory body with direct precepting rights, the SRA will continue as an unincorporated association. This does not require any new statutory powers.

5.3 In participating in the SRA, the FRMAs are acting in accordance with the co-operation duty under the Flood and Water Management Act 2010, Section 13.

6 Vision and Purpose of the SRA

6.1 The vision of the SRA is to:

6.1.1 Reduce the risks and impacts of flooding across Somerset:

6.1.2 Achieve long-term sustainable flood risk management and funding for Somerset:

6.1.3 Constitute the SRA as an independent precepting body.

6.2 The purposes of the SRA are:

6.2.1 To bring together and co-ordinate the Members to provide a strategic overview of flood risk and water level management in Somerset and reduce the risk and impacts of flooding in Somerset:

6.2.2 To act as the public forum and single point of contact for collective decision-making in respect of Flood Risk and Water Level Management in Somerset:

6.2.3 To monitor and review and deliver the Somerset Flood Action Plan and the Somerset Rivers Authority Strategy 2024-2034:

6.2.4 To prepare the Enhanced Programme of Works which complements and does not duplicate the planned work of the FRMAs, that is to be funded by the Annual SRA Allocation:

6.2.5 To prioritise, adjust and deliver the Enhanced Programme of Works in each Financial Year by utilising the Annual SRA Allocation:

6.2.6 To identify, prioritise, seek to secure additional funding and where secured enable the SRA to oversee the delivery of additional flood risk and water level management work across the whole of Somerset, over and above that which the FRMAs are able to perform within the Annual SRA Allocation:

6.2.7 To enable increased collaboration between the FRMAs, to ensure that Somerset's flood risk and water level management activity benefits from the collective wisdom, experience, and knowledge of all its members:

6.2.8 To undertake the detailed planning and, with government, put in place the necessary arrangements for the establishment of the SRA as a precepting body or other appropriate permanent legal entity.

7 Scope of Activities including development and delivery of the Enhanced Programme

7.1 The geographic scope of the SRA is the whole of the area administered by Somerset Council. This may include supporting, by exception, projects that are outside Somerset provided that they are designed to benefit Somerset.

7.2 The SRA does not lessen the responsibilities of the individual Parties or those of riparian owners. The existing FRMAs and their existing associated funding streams, responsibilities and accountabilities continue, and their existing powers and discretions are unaffected. However, opportunities will be taken to join up delivery where agreed.

- 7.3 The SRA prepares an annual Enhanced Programme detailing the additional work which complements and does not duplicate the planned work of the FRMAs.
- 7.4 The SRA co-ordinates the implementation of the outstanding actions of the Somerset Flood Action Plan.
- 7.5 The SRA oversees and coordinates the delivery of the Somerset Rivers Authority Strategy 2024-2034 and its associated action plan.
- 7.6 Public Sector Co-operation Agreements under the Flood & Water Management Act 2010 section 13(4) will be used as appropriate.
- 7.7 Where works are undertaken by a Party, the practices and procedures of that Party shall apply. Each of the Parties shall take responsibility for its own liabilities, including insurance: for example, through appropriate insurance cover or indemnity of Members and officers.
- 7.8 The SRA will not include within its scope activities associated with emergency response and recovery.
- 7.9 The SRA will not generally include within its scope of activities issues associated with coastal flood risk. In instances where the SRA Board agrees that a coastal flood risk project supports SRA objectives, grant funding may in exceptional circumstances be considered.

8 Annual SRA Allocation and additional Funding

- 8.1 The Host Authority annually sets the Annual SRA Allocation for the purpose of supporting and funding the SRA. This funding remains in the council tax base as long as it is raised for the purposes of the SRA.
- 8.2 The Host Authority releases the collected Annual SRA Allocation to the Accountable Body.

8.3 The allocation of the Annual SRA Allocation is managed by the Accountable Body in accordance with the approved SRA Budget and Enhanced Programme as follows:

8.3.1 Relevant and approved sums are transferred to the relevant Member by way of the SRA agreed form of grant conditions to enable the relevant Member to deliver specific approved purposes as identified in the Enhanced Programme, and in accordance with its own constitution, contract procedure rules and prevailing law; and

8.3.2 Relevant and approved sums are allocated by the Accountable Body to relevant departments of the Council Member and applied in accordance with the adopted annual Enhanced Programme, the Council's Constitution and prevailing law; and

8.3.3 Any unallocated and surplus is retained by the Accountable Body in a ring-fenced account and is accounted for.

8.3.4 Where works are procured by a Member, compliance with the Procurement Act 2023 and the practices and procedures of that Party shall apply. Each of the Parties shall take responsibility for its own liabilities, including insurance: for example, through appropriate insurance cover or indemnity of Members and officers.

9 Host Authority

9.1 Until such time as legislation is passed to enable the SRA to become a statutory body with independent precepting powers, the Full Council of the Host Authority is requested to approve each Annual SRA Allocation and the Executive of the Council is requested to annually approve the appointment of the Council as the Accountable Body for the SRA, recommend the SRA budget for approval by Full Council and adopt the SRA Enhanced Programme for the forthcoming Financial Year.

9.2 The Host Authority shall:

9.2.1 Provide the services of its Chief Financial Officer and Monitoring Officer as required:

9.2.2 Make available for use by the Accountable Body, accounting, financial analysis,

accounts payable and receivable in relation to Annual SRA Allocations:

- 9.2.3 Make available designated employees to manage and support the SRA including the Council's internal SRA team:
 - 9.2.4 Make available Information Technology (IT) services in support of the SRA website:
 - 9.2.5 Carry out such other functions as may be agreed between the SRA and the Host Authority.
- 9.3 The Constitution of the Host Authority shall govern the SRA, and for the avoidance of doubt, includes the Host Authority's:
- 9.3.1 Procedural standing orders for the conduct of meetings:
 - 9.3.2 Contract Standing Orders and Financial Regulations:
 - 9.3.3 Equalities policies:
 - 9.3.4 Policies for dealing with access to information and data protection:
 - 9.3.5 Employment policies:
 - 9.3.6 Formal decision-making practices and procedures, codes of conduct and the publication of required statutory notices.
- 9.4 The services of the Procurement Team shall be utilised where the Accountable Body is required to and has agreed to enter into contracts for and on behalf of the SRA.
- 9.5 In the event that the SRA are requested to manage any procurement exercises or other legal or other arrangements to which the Accountable Body are not a party, such arrangements must be approved in advance by the Accountable Body's Account Manager and may be subject to a separate agreement on costs and liabilities.
- 9.6 The costs of the Host Authority in this role shall be covered by the funding available to the SRA and shall be separately identified in the SRA budget for the year. To the extent that the actual and reasonable costs incurred by the Host Authority cannot be met from sums allocated to it in the Annual SRA Allocation, and any contingency sums that may be available, the Host Authority reserves the right to recoup any losses from the next year's precept.

10 Accountable Body

- 10.1 The responsibilities of the Accountable Body include:
- 10.1.1 The preparation and reporting of the accounts of the SRA in accordance with the Constitution of Somerset Council. In support of this requirement, each of the Members shall submit accounts, invoices and records of expenditure relating to the Annual SRA Allocation and shall provide such assistance as the Accountable Body may reasonably require to ensure that the accounts of the SRA are complete and accurate and are submitted in a timely manner; and
- 10.1.2 the release of the received Annual SRA Allocation to its Members in accordance with the annual Enhanced Programme.
- 10.2 Relevant and approved sums shall be transferred to the relevant Member, (excluding the Council) by way of BACS payment and in accordance with the SRA agreed form of grant conditions to enable the relevant Member to receive SRA funding and to deliver specific tasks or projects as identified in the Enhanced Programme, and in accordance with that Member's constitution, contract procedure rules and prevailing law.
- 10.3 Where the Council is leading on a relevant task or project as identified in the Enhanced Programme, approved sums shall be allocated by the Accountable Body to relevant departments of the Council and shall be applied in accordance with the Council's Constitution and prevailing law.
- 10.4 Any unallocated/surplus Annual SRA Allocation shall be retained by the Accountable Body for the benefit of the SRA.
- 10.5 Nothing in this Constitution shall require the Host Authority and/or the Accountable Body to pay any additional sums to any Member.
- 10.6 The Accountable Body shall:
- 10.6.1 Provide quarterly information on spend to date against budget and will maintain reliable, accessible and up-to-date accounting records with an adequate audit trail for at least six years:
- 10.6.2 Respond to freedom of information requests and requests made under the Environmental Information Regulations 2004 that relate to either the SRA specifically or any action or matter that relates to the Council's obligations as a Flood Risk Management Authority unless otherwise agreed:

10.6.3 Maintain a Register of Interests for each SRA Board Member:

10.6.4 Carry out such other functions as may be agreed between the SRA and the Accountable Body.

11 Responsibilities and Conduct of SRA Board Members

11.1 The Members shall, by no later than 31 January in each year of operation of the SRA, agree the draft budget, and draft Enhanced Programme for the next financial year and the manner in which any underspends from the current Financial Year are to be applied to future Enhanced Programmes.

11.2 All Members shall provide timely information relating to progress, costs, benefits and impacts in connection with their roles as delivery partner in relation to the SRA Enhanced Programme.

11.3 Whilst each Member is and remains bound by its own codes of conduct SRA Board members, including any co-opted members, shall comply with the principles of the Host Authority's Members' code of conduct as it applies to the declaration of interests, and compliance with the principles of public life set out by the Nolan Committee on Standards in Public Life when acting as a Member of the SRA.

11.4 Nothing in this Constitution shall fetter the functions and legal obligations imposed upon each of the Flood Risk Management Authorities by reason of the Flood and Water Management Act 2010, ("FWMA"), (as the same may be amended from time to time).

11.5 The Members each agree to collaborate, share information (in line with General Data Protection Regulation, the Data Protection Act 2018 and the Members' respective policies relating to information governance) and shall support one another's efforts in furthering the objectives of the SRA.

11.6 Each Member shall observe the following principles of collaboration as follows:

11.6.1 Collaborate and co-operate proactively and positively: Establish and adhere to the governance structure set out in this Constitution and the memorandum of understanding

that is in force to ensure that activities are delivered, and actions taken as required in a prompt, timely, proactive and positive manner:

- 11.6.2 Be accountable: Take on, manage and account to each other for performance of the respective roles and responsibilities that are governed by this Constitution:
 - 11.6.3 Be Open: Communicate openly about major concerns, issues or opportunities relating to the SRA:
 - 11.6.4 Learn, develop and seek to achieve full potential: Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost:
 - 11.6.5 Comply with applicable laws and standards including public procurement rules, data protection and freedom of information legislation.
 - 11.6.6 Comply with the Data Sharing Schedule (Annexe 9**Error! Bookmark not defined.**):
 - 11.6.7 Deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities arising by reason of this Constitution:
 - 11.6.8 Act in good faith to support achievement of the purposes and overriding objectives of the SRA and compliance with these Principles.
- 11.7 Declarations of Interest: On an annual basis each Member shall disclose its interests to the SRA Senior Manager on the form provided which form shall require the disclosure of disclosable pecuniary interests

12 Officer Support and Availability of Information

- 12.1 Where appropriate, the Parties shall make such of their officers and their information available for the purposes of the SRA, and for the Host Authority to meet its responsibilities, and in particular for updating and implementing the original Flood Action Plan, the Somerset Rivers Authority Strategy 2024-2034 and its associated action plan and the outstanding works of all SRA Enhanced Programmes.
- 12.2 An officer Management Group has been set up to oversee the delivery of the SRA's Enhanced Programmes, the outstanding actions of the Flood Action Plan and the Somerset Rivers Authority Strategy 2024-2034 and its associated action plan. Their terms

of reference are set out in Appendix 3 and members of the SRA Management Group are senior officers as follows:

- James Divall, Head of Climate & Natural Environment (Chair), Somerset Council
- Donna Gowler, Natural England
- Iain Sturdy, Somerset Drainage Boards Consortium
- Ross Edwards, Environment Agency
- David Mitchell, Somerset Rivers Authority Manager
- Neil Ogilvie, Somerset Council, Flood and Water Management Service Manager
- Vicky Farwig, Wessex Water
- Neil McWilliams, Somerset Council Highways representative
- Nicola Dawson, Emergency Planning, Response & Recovery Service Manager, Somerset Council

12.3 An officer Technical Group has been set up in support of the Board. This group's terms of reference and membership are set out in Appendix 4.

13 Dispute Resolution

13.1 All disputes between the Parties on the meaning and interpretation of the Constitution, and all disputes or differences in any way arising from the Constitution, shall in the first instance be referred to the next meeting of the SRA Board for resolution. Each Member shall act in good faith and shall use their reasonable endeavours to seek to resolve a dispute.

13.2 In the event that the dispute is not resolved through this mechanism, it shall be referred to the senior officers of each Member who shall act in good faith and shall use their reasonable endeavours to resolve the dispute, failing which the Members may, if unanimously agreed either:

13.2.1 appoint a mediator in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure; or

13.2.2 be referred to an arbitrator to be agreed between the Members in dispute, and failing agreement, to an arbitrator appointed by the President of the Chartered Institute of Arbitrators, and the Arbitration Act 1996 shall apply to any such arbitration.

13.3 Each Member agrees to be bound by the outcome of any voluntary resolution, mediation or arbitration and to bear its own costs unless otherwise agreed or determined by a mediator or arbitrator.

14 Withdrawal / Termination

14.1 In order to withdraw from the SRA, any Member shall give not less than 6 months' notice in writing to the Host Authority to expire on 31 March in any year.

14.2 The Members may unanimously agree to wind up the SRA through a decision of the SRA Board and shall give not less than 6 months' notice to the Host Authority to expire on 31 March in any year.

14.3 If a Member serves notice to withdraw under para 14.1 above, or the Members agree to wind up the SRA under para 13.2 above, the Host Authority shall arrange with that Member or Members such operational, administrative, and financial arrangements that are to apply.

14.4 A Member withdrawing from the SRA, or the Members winding up the SRA, shall be entitled to receive a fair share of any assets held, offset by any liabilities, to be agreed between the Members, at the date of the withdrawal or winding up, to be received when those assets are able to be realised.

14.5 In the event of the Members winding up the SRA, all redundancy liabilities for directly employed Council SRA staff will, in the first instance, be met using remaining SRA funds. Should the SRA funds be insufficient then the Members will share the remaining liabilities in the same percentage proportion as their annual contribution as at the start of that financial year.

15 Overview and Scrutiny

15.1 SRA scrutiny function will be provided by the Somerset Council Climate and Place Scrutiny Committee. The work of the SRA will be considered at least once per year or by

request by the Committee Chair.

15.2 Representatives from the Parties will be invited to attend scrutiny meetings but will not be members of the committee.

Signed by

[]

Appendix 1: A Vision for the Somerset Levels & Moors in 2030

- We see the Somerset Levels and Moors in 2030 as a thriving, nature-rich wetland landscape, with grassland farming taking place on the majority of the land. The impact of extreme weather events is being reduced by land and water management in both the upper catchments and the flood plain and by greater community resilience.
- The landscape remains one of open pasture-land divided by a matrix of ditches and rhynes, often bordered by willow trees. Extensively managed wet grassland dominates the scene with the majority of the area in agriculture in 2010 still being farmed in 2030.
- The floodplains are managed to accommodate winter flooding whilst reducing flood risk elsewhere. These flood events are widely recognised as part of the special character of the Levels and Moors.
- The frequency and duration of severe flooding has been reduced, with a commensurate reduction in the flood risk to homes, businesses and major roads in the area.
- During the summer months there is an adequate supply and circulation of high-quality irrigation water to meet the needs of the farmers and wildlife in the wetlands. On the low-lying peat moors, water levels have been adopted which conserve peat soils and avoid the loss of carbon to the atmosphere. Water quality has improved and meets all EU requirements.
- The Levels and Moors are regarded as one of the great natural spectacles in the UK and Europe with a mix of diverse and valuable habitats. Previously fragmented habitats such as fen and flower-rich meadows have been re-connected and are widely distributed. In the north of the area over 1,600 hectares are managed as reed-bed, open water, and bog. Elsewhere the populations of breeding waders exceed 800 pairs. Each winter the wetlands attract large numbers of wintering wildfowl and waders regularly exceeding 130,000 birds. Wetland species such as Crane, Bittern and pollinator populations flourish.
- Optimum use is being made of the agricultural potential of the Levels and Moors, particularly on the higher land, whilst unsustainable farming practices have been adapted or replaced to secure a robust, sustainable base to the local economy.
- New businesses, including those based on 'green tourism', have developed,

meeting the needs of local people and visitors alike, while brands based on the area's special qualities are helping farmers to add value to the meat, milk and other goods and services that they produce.

- The internationally important archaeological and historic heritage of the area is protected from threats to its survival and is justly celebrated, providing a draw to visitors and a source of pride and identity to local communities.
- Farmers and landowners are rewarded financially for the public benefits and ecosystem services they provide by their land management including flood risk management, coastal management, carbon storage and the natural environment.

Somerset Levels and Moors Task Force, 31 January 2014

Appendix 2: 2026-27 Enhanced Programme

TO BE ADDED ONCE APPROVED

SRA Reference	Title	Workstream	Location

Appendix 3: Terms of Reference – SRA Management Group

The SRA Management Group is a key part of the SRA structure providing a useful forum for consultation and information sharing between partners and the SRA Senior Manager about SRA progress and the business of the SRA Board. Members of the Group are drawn from senior officers of each of the Members. The Group also oversees the delivery of SRA-funded activities and the outstanding actions of the Somerset Flood Action Plan, and delivery of the Somerset Rivers Authority Strategy 2024-2034 and its associated action plan.

The Group is involved with these programmes of work:

1. The SRA current year's Enhanced Programme. This comprises the flood risk management works for which funding has been agreed by the SRA Board.
2. The outstanding actions of the Somerset Flood Action Plan that are not included in 1. above.
3. The outstanding works of prior years' Enhanced Programmes.

The Group will:

- With regard to the delivery of all the SRA-funded programmes:
 - Monitor overall progress and explore in more detail where delivery/progress is flagged red (using a RAG status) with a view to aiding projects to get back on track.
 - review key risks and issues and identify additional actions where these are insufficiently mitigated.
- Monitor, update and review the framework for SRA Enhanced Programmes and prioritisation criteria, advise the SRA Board and direct the Technical Group accordingly.
- Review all proposals for change to the agreed SRA Programmes that are outside the SRA scheme of delegation and provide a recommendation to the SRA Board.
- Review and comment on all the other work of the SRA Board.
- Review, comment and share information on all matters relating to the work of the SRA.
- Review the individual Flood Action Plan workstreams – overall content and progress.
- Provide professional technical advice and recommendations to the Board in support of it performing its duties.

Appendix 4: Terms of Reference – SRA Technical Group

The SRA Technical Group is a key part of the SRA's structure. It consists of technical officers from the Members and associated bodies (such as the Farming & Wildlife Advisory Group SouthWest) who can contribute expertise towards a co-ordinated and efficient programme of flood risk management works.

The Group helps with the delivery of Flood Action Plan actions.

SRA Technical Group responsibilities include the following:

- Work together to identify opportunities for cost-savings through joining up activities from partner organisations and considering joint/alternative delivery approaches.
- Identify opportunities for schemes with multiple benefits that a single organisation may not be able to justify in isolation.
- With reference to SRA Enhanced Programmes:
 - Identify and bring forward potential schemes for funding.
 - Review the viability of schemes put forward, with respect to benefits, costs, environmental impacts and deliverability, using a set of scoring criteria derived from the SRA Strategy 2024-34.
 - Prepare programmes of works from partners for approval by the SRA Board, taking demonstrable account of funding criteria and identifying delivery partners.
 - Be accountable to the SRA Management Group for the delivery of SRA Enhanced Programme activities and provide information as required on progress with delivery.
 - Provide a technical challenge (procurement strategy, flood risk management, project management) to implementation plans and performance.
 - Identify any potential changes to Enhanced Programmes for recommendation to Management Group, and thence the Board.

With reference to funding of new projects during the financial year:

- Consider proposals for funding new projects where a submission to the Main Grants or Community Flood Action Fund is not a suitable option.
- Make a recommendation to either add a proposal to the programme (tolerance up to £20,000) or reject a proposal.
- Discuss issues of mutual interest in flood risk management with a view to improving practices and service delivery in Somerset.
- Lead the delivery and regular monitoring of performance of actions in the Somerset Flood Action Plan and of actions associated with the new Somerset Rivers Authority Strategy 2024-2034.

The Group has a “critical friend” role and as such officers from other organisations can be part of this Group to maximise the value it brings to the process.

Membership

The Group will consist of a balanced mix of officers, including those from the following organisations, many of which contribute schemes to SRA Enhanced Programmes:

SRA Partners (Members):

- Environment Agency
- Natural England
- Somerset Drainage Boards Consortium
- Somerset Council – (Flood and Coastal, Highways, Emergency Planning, Response & Recovery)
- Wessex Water

Other organisations

- Farming & Wildlife Advisory Group SouthWest
- Somerset Catchment Partnership
- Somerset Wildlife Trust
- Exmoor National Park
- National Highways

SRA Technical Group meets a minimum of 5 times per year

In addition to the roles above, the Group can also make comment or recommendations on other activities such as consultation requirements for particular schemes, etc.

Appendix 5: SRA Scheme of Delegation

SRA decision-making processes

For as long as the SRA remains an informal partnership and not a legal entity, any decisions of the SRA Board are decisions 'in principle' and are subject to formal approval by the Host Authority and the Accountable Body for the funding it has access to. The Host Authority and Accountable Body for all the SRA funding is Somerset Council, which makes the necessary formal decisions with regard to programmes of work and spend according to the Somerset Council decision-making processes including the Somerset Council scheme of delegations. These decisions, however, are informed by the SRA Board's decisions, and the decisions it makes under its own scheme of delegation; it is expected that Somerset Council's decisions will follow the SRA Board's decisions, unless they are either illegal, would put the Host Authority at undue financial risk, or go against Somerset Council's own code of conduct.

SRA Delegations

The general principles guiding the SRA's scheme of delegations are as follows:

- The SRA Board approves all programmes of work.
- No works in any of the Board-approved programmes can be deleted without SRA Board approval.
- No change can be agreed that means the total SRA expenditure exceeds the total funding available across all programmes.
- All individual works within programmes have tolerances set.
- These delegations will be kept under review and amended as deemed necessary.

15.3 The programmes of work to which these delegations apply are shown below:

- The SRA's current year Enhanced Programme. This comprises the flood risk management works for which funding has been agreed by the SRA Board annually.
- Outstanding works from previous years of the SRA's Enhanced Programmes.

15.4 Changes to the Programmes can be made by the SRA Senior Manager, in consultation with the Chair and Vice-Chair of the SRA Board, subject to the following:

- Each change requires a formal decision paper and a record of that decision will be kept and where appropriate the Host Authority may be required to revisit past approvals.
- A report of all changes made within the previous quarter will be reviewed by

- the SRA Board at the SRA Board meeting at the end of that quarter.
- The SRA Management Group will review all changes made since the previous Management Group meeting.

The following changes can be made by the SRA Senior Manager in consultation with the Chair and Vice-Chair of the SRA Board:

- Additional works can be added as long as they are the next affordable works on the prioritised list of works of the SRA Board approved Enhanced Programme. Tolerance up to £200,000.
- New works proposed by the Technical Group can be added to the SRA's Enhanced Programme during the course of a year. Tolerance up to £20,000.
- Cost increases to individual works in SRA Enhanced Programmes. Tolerance up to £200,000 or 30% of the original budget for those works, whichever is the smaller.

The following changes can be made by the SRA Senior Manager:

- Cost increases to individual works in SRA Enhanced Programmes. Tolerance up to £20,000 or 30% of the original budget for those works, whichever is the smaller.

Appendix 6: SRA Grant Guidelines

SRA grant guidelines are approved by the SRA Board and used to ensure a consistent approach to assessing proposals submitted for SRA funding.

1. Geographic scope

- Fundable works can be in or outside the county as long as they deliver Flood Action Plan objectives of benefit to Somerset. Spend outside the county boundary will only be in exceptional circumstances.
- The important factor is where the benefit is gained, i.e. there is no requirement for equal spend geographically across the county.
 - We will develop a programme annually that is balanced, geographically, and by type of activity, and will use judgement to assess this balance.
 - The SRA will not generally fund works for protection from coastal flooding, with the coast as defined by the Coastal Protection Act 1949.

2. Financial

- The SRA will fund those projects and schemes that deliver our objectives that cannot be funded from current funding streams.
- SRA funding is to deliver extra over and above what would otherwise be affordable. SRA funding cannot be used to replace existing funding.
- The SRA will expect that partners and other applicants have tried to secure other sources of funding before seeking SRA funding.
- The SRA will encourage proposals which will lever in additional funding from other sources (i.e. jointly funded projects / works).
- The SRA does not fund emergency response and recovery actions which are the responsibility of the agencies best placed to respond to such emergencies.

3. The long view

- The SRA will assess proposals for funding against the following:
 - a) Whole life costs – to understand if there will be ongoing costs and how they will be funded.
 - b) Community benefits / disbenefits – to understand what additional benefits a scheme may deliver and if there could also be negative impacts.
 - c) Economic benefits / disbenefits – to understand how a proposal will support the local economy and also if it could have a negative impact on it.

d) Environmental benefits / disbenefits – to understand what benefits or possible negative impacts a proposal may have on wider environmental issues.

e) Addressing the Climate Emergency – to encourage projects which directly support Somerset’s response to climate change by increasing resilience and encouraging adaptation to the effects of climate change.

f) Long-term strategic plans – to understand how the proposal can support the strategic plans and objectives of other organisations.

4. Flood risk and evidence

- The SRA will support proposals that meet one or more of the Somerset Rivers Authority Strategy 2024-2034 objectives.
- Concurrent with taking action and delivering works on the ground the SRA will take the opportunity to gather evidence and monitor the impacts of its actions and activities.
- The SRA will rely on technical professional judgement from Members i.e., the SRA partners, combined with existing modelling, where appropriate, to assess in-combination effects across the catchments.

5. Responsibilities

- The SRA only funds and undertakes works / projects that benefit the wider community.
- The SRA expects property owners (land, buildings and infrastructure) to make themselves and their property more resilient and put plans in place to manage their flood risk.
- The SRA will seek to raise awareness about riparian responsibilities and encourage riparian owners to fulfil those obligations and responsibilities.

6. Relationships and weightings

- The SRA uses a scoring mechanism, based on the Somerset Rivers Authority Strategy 2024-2034’s objectives to determine the relative importance of different types and scales of need, flood risk management work and different benefits /disbenefits

Appendix 7 – Data Sharing Schedule

Controller: any person, agency or other body who alone or jointly with others acts as a data controller and who determines the purposes and means of the Processing of Personal Data and Special Category Data.

Criminal Conviction and Offence Data: processing in relation to criminal convictions and offences or related security measures and personal data relating to the alleged commission of offences or proceedings for an offence committed or alleged to have been committed, including sentencing.

Data: means Personal Data, Special Category Data and Criminal Conviction and Offence Data.

Data Breach: the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data and Special Category Data transmitted, stored or otherwise Processed.

Data Protection Impact Assessment (“DPIA”): a document that seeks to identify and minimise the data protection risks of a project or a contract or other arrangement, that as a minimum, (i) describes the nature, scope, context and purposes of the processing; (ii) assesses necessity, proportionality and compliance measures, and (iii) identifies and assesses risks to individuals and any additional measures to mitigate those risks.

Data Protection Law: (a) the DPA, the GDPR, any other applicable law concerning data protection, privacy or confidentiality and any subordinate or related legislation in force from time to time in the UK; (b) any guidance, codes of practice or instruction issued by the Information Commissioner's Office (or any other relevant supervisory authority) from time to time; (c) any replacement, modification or amendment of Data Protection Law and (d) any other applicable laws concerning data protection, confidentiality or privacy which may apply in the UK.

Data Subject: an individual defined as defined by the DPA.

DPA: the Data Protection Act 2018.

GDPR: the UK General Data Protection Regulation

Joint Controller: a Controller who jointly determines the means and purposes of Processing with at least one other Controller.

Personal Data: any information that falls under the definition of "Personal Data" under the DPA.

Privacy Notice Information: the information referred to in Articles 13 and 14 of the GDPR.

Processing, Processed and Process: as described under the DPA.

Processor: any person, agency or other body who acts as a data processor and Processes Personal Data and Special Category Data on behalf of the Controller.

Special Category Data: Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the Processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

Sole Controller: a Controller Processing Personal Data and Special Category Data independently and not jointly with another Controller.

Sub-Processor: a Processor engaged by another Processor to carry out Processing activities on behalf of a Controller.

Where Personal Data is to be shared the relevant Controllers shall set out in a schedule:

- Why is the information is being shared:
- The Date from which information be shared and how long it will be retained for:
- The Personal Data and Special Category Data that is to be shared:
- The Lawful Basis for processing Personal Data and/or Special Category Data as required by Article 6 GDPR:
- Whether a Data Protection Impact Assessment (DPIA) is required or proposed prior to the commencement of sharing information:
- How will the information be shared and what security measures for data transfer will be in place:
- How will the information be stored (e.g. secure server - include any security measures):
- Who will handle the information – name and job title if known:
- Whether the use of Sub-Processors will be required
- What business continuity arrangements will be in place

Compliance with Data Protection Law and Principles: Each Party shall comply with Data Protection Law at all times and shall comply with the following principles relating to Personal Data, Sensitive Category Data and Criminal Conviction and Offence Data:

- Data shall be processed lawfully, fairly and in a transparent manner;
- Data shall be collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- Data shall be adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- Data shall be accurate and, where necessary, kept up to date and every reasonable step shall be taken to ensure that Data that are inaccurate, are erased or rectified without delay ('accuracy');
- Data shall be kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the Data are processed in accordance with the Controller's Retention Policy;
- Data shall be processed in a manner that ensures appropriate security of the Data, including protection against unauthorised or unlawful processing

and against accidental loss, destruction or damage, using appropriate technical or organisational measures

Status: Each Party is a data controller in its own right and is responsible for ensuring that the processing of Data takes place in compliance with Data Protection Law (in particular Article 24 GDPR). In the event that the Parties are Joint Controllers in respect of Personal Data and Special Category Data, the Parties shall each implement processes that enable compliance with Data Protection Law and in particular, GDPR Article 26.

Sub-Processing: the parties shall comply with the requirements specified in Article 28(2) and (4) GDPR in order to engage another processor (a sub-processor) and shall:

- carry out adequate due diligence checks to ensure that all sub-processors engaged by it are capable of providing the level of protection for the Data as is required by the Agreement, and provide evidence of such due diligence to the other Party when reasonably requested; and
- retain overall responsibility for such persons; and
- ensure that a suitable agreement is in place with all sub-processors that:
 - provides sufficient guarantees to evidence compliance with the appropriate technical and organisational measures required by this Schedule and Data Protection Law; and
 - enables the Party to enforce the agreement against the sub-processor engaged by the Processor, e.g. enabling the Controller to instruct the sub-processor to delete or return the Data

Confidentiality: Each Controller shall only grant access to the Data being processed to persons under the Controllers authority who have committed themselves to suitable contractual confidentiality requirements or who are under an appropriate statutory obligation of confidentiality on a need-to-know basis.

Technical and Organisational Measures: As required by Article 32 GDPR, the parties shall each evaluate the risks to the rights and freedoms of natural persons inherent in the processing and shall implement measures to mitigate those risks and comply with any special measures that the Controller shall, acting reasonably, require.

In assessing the appropriate level of security required, each Party shall in particular take account of risks that are presented by Processing, (in particular) from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Data transmitted, stored or otherwise Processed.

Each Party shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:

- Pseudonymisation and encryption of Data;
- The ability to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- The ability to restore the availability and access to Data in a timely manner in the event of a physical or technical incident;

- A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

Transfer of data to third countries or international organisations: Data may not be transferred outside the UK unless:

- The prior written consent of the Controller that has shared the Data has been obtained;
- Any transfer of Data to third countries or international organisations shall only occur in compliance with Data Protection Law and in particular, Chapter V GDPR;
- Appropriate safeguards in relation to the transfer in accordance with GDPR Article 46 or LED Article 37 are in place;
- The Data Subject has enforceable rights and effective legal remedies.

Notification of Data Breach: In the event of a data breach, the Parties shall without undue delay and in any event with 48 hours after having become aware of it, notify all of the Parties of the details of the Data Breach to enable them to agree which Data Controller is to manage the Data Breach and whether notification of the Data Breach to the Information Commissioners Office is required, in accordance with Article 33 GDPR and, without limitation shall provide details concerning:

- the nature of the Data Breach;
- the nature of the Data affected;
- the categories and approximate number of Data records concerned and number of Data Subjects concerned;
- the name and contact details of that Party's Data Protection Officer or other relevant contact from whom more information may be obtained;
- the measures taken or proposed to be taken to address the Data Breach; and
- the likely consequences of the Data Breach including, where appropriate, measures to mitigate its possible adverse effects.

Complaints, Communications and Requests: Each Controller shall on request, provide any other Controller with reasonable co-operation to enable the requesting party to comply with its obligations under Data Protection Law. Such co-operation shall include the provision of information and assisting with privacy enhancing techniques such as data protection impact assessments.

Where a party is acting as a Processor, the Processor shall notify the Controller immediately if in relation to it Processing Data it receives:

- a Data Subject Request (or purported Data Subject Request);
- a request to rectify, block or erase any Data;
- any other request, complaint or communication relating to either Party's obligations under the Data Protection Law;
- any communication from the Information Commissioner or any other regulatory authority in connection with Data Processed;
- receives a request from any third Party for disclosure of Data where compliance with such request is required or purported to be required by Law;
- or
- becomes aware of a Data Loss Event.

The Processor's obligation to notify shall include the provision of further information to the Controller in phases, as details become available.

Data Loss: Each Party shall take all steps to restore, re-constitute and/or reconstruct any Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Data Breach at its own cost and with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Data Breach.

Impact Assessments: The Parties shall:

- provide all reasonable assistance to each other to prepare any data protection impact assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- maintain full and complete records of all Processing carried out in respect of the Data in accordance with the terms of Article 30 GDPR.

Data Retention: Each Controller shall erase Data from any computers, storage devices and storage media as soon as reasonably practicable if the data relating to that individual is no longer required, unless such information needs to be retained in accordance with that Controller's data retention policy.

Audit & Inspection: Each Party shall make available to the other, if requested, all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and the Agreement and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller. Procedures applicable to the Controller's audits, shall include inspections, of Processor and sub-processors

ICO Guidance: The Parties agree to take account of any guidance issued by the Information Commissioner.

Review: This Schedule will be reviewed annually or where a material or significant data breach has occurred.