

Joint controllers: Allocation of responsibilities (LGPS)

1. Background

- 1.1 Each of the **administering authority** and **Hymans Robertson** will, in the course of the **services**, **process fund personal data** provided by the **administering authority** from time to time in the format requested.
- 1.2 Although the facts determine their respective roles, based on guidance issued by the UK Information Commissioner and the Institute and Faculty of Actuaries, **Hymans Robertson** considers that is likely to be a “specialist service provider” in respect of its obligations under the **services agreement**.
- 1.3 Accordingly, **Hymans Robertson** will be deemed **joint controllers** with the **administering authority** when handling **fund personal data**.
- 1.4 This document “Joint Controllers: Allocation of responsibilities (LGPS)” sets out the arrangement between the **parties** as to their respective responsibilities under the **data protection laws** when acting as **joint controllers**, subject to any specific terms that they may agree separately.

2. Definitions

- 2.1 The following words and phrases having the meanings given next to them:
- 2.1.1 **administering authority** means any administering authority of a local government pension fund to whom **Hymans Robertson** provides relevant **services**;
- 2.1.2 **controller, data subject, personal data, personal data breach, joint controller, process, processing, processor and supervisory authority** (and their equivalent terms) have the meanings set out in the **data protection laws**;
- 2.1.3 **data protection laws** means (until and including 24 May 2018) the Data Protection Act 1998 and (from and including 25 May 2018) the **Regulation**, together with any other laws, regulations and provisions relating to **processing** applicable in the United Kingdom including **replacement legislation**;
- 2.1.4 **fund** means the pension fund(s) in respect of which **services** are provided, as set out in the **services agreement**;
- 2.1.5 **fund personal data** means **personal data** relating to members, prospective members and beneficiaries of the **fund**;
- 2.1.6 **Hymans Robertson** means Hymans Robertson LLP, registered number OC310282, One London Wall, London, EC2Y 5EA;
- 2.1.7 **party** means each of the **administering authority** and **Hymans Robertson**;
- 2.1.8 **Regulation** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation) or the equivalent under the **replacement legislation**;
- 2.1.9 **replacement legislation** means any replacement legislation relating to **processing** implemented by the United Kingdom (for example in connection with the withdrawal of the United Kingdom from the European Union);

- 2.1.10 **services** means the **services** provided by **Hymans Robertson** to the **administering authority** under the **services agreement** or otherwise from time to time; and
- 2.1.11 **services agreement** means such contractual agreements in force between the **parties** from time to time governing provision of the **services**.
- 2.2 In interpreting the **data protection laws** the **parties** shall have regard to all guidance and codes of practice issued by the **supervisory authority** and any other body with regulatory authority in relation to the **processing**.
- 2.3 If there are changes to the **data protection laws** or related guidance from the **supervisory authority** or any other body with regulatory authority which require either **party** to take additional steps to enable compliance with the **data protection laws**, **Hymans Robertson** may publish appropriate revisions to this document “Joint controllers: Allocation of responsibilities (LGPS)”, such revisions coming into effect on the fifteenth day following publication.

3. Joint controllers

- 3.1 The **administering authority** is primarily responsible and accountable for the compliance obligations imposed on a **controller** by the **data protection laws** (in particular as regards the exercising of the rights of **data subjects** and the duty to provide information to **data subjects**), except that the **administering authority** and **Hymans Robertson** are each primarily responsible and accountable for compliance with:
- 3.1.1 the principle concerning *adequacy* (or under the Regulation, *data minimisation*). This means that **Hymans Robertson** must only request (and the **administering authority** must only provide) **fund personal data** that is required in relation to the **services**;
- 3.1.2 their respective data security obligations as described in clauses 3.9 to 3.10 below under the principle concerning *security* (or under the Regulation, *integrity and confidentiality*) in respect of **personal data** that is transmitted by any of them and while it is in their control; and
- 3.1.3 the principles concerning international transfers of **personal data**, in accordance with clause 3.11.
- 3.2 The **parties** agree to provide all necessary cooperation to enable each other to perform their compliance obligations under **data protection laws**.
- 3.3 The **administering authority** will make the essence of the arrangement set out in this section available to the relevant **data subjects**. **Hymans Robertson** will provide reasonable assistance with this if required.
- 3.4 The **administering authority** is responsible for ensuring that **fund personal data** has been collected and will be **processed** by it in accordance with the **data protection laws**. In particular the **administering authority** is responsible for ensuring that there is a valid legal basis for the processing and that where appropriate, **data subjects** have been provided with the required information about the **processing**.
- 3.5 The **administering authority** confirms that there is no prohibition or restriction preventing or restricting (i) the **administering authority** from disclosing or transferring the **fund personal data** to **Hymans Robertson** or (ii)

Hymans Robertson processing the **fund personal data** in accordance with the **services agreement**.

- 3.6 **Hymans Robertson** shall only **process** the **fund personal data** for the purposes of fulfilling its duties under the **services agreement** and for no other purpose.
- 3.7 The **administering authority** will keep the **fund personal data** accurate and up-to-date and will provide updated **fund personal data** to **Hymans Robertson** as soon as possible following any such update and in any case upon request.
- 3.8 **Hymans Robertson** will notify the **administering authority** without undue delay (and in any event within 48 hours where possible) upon receipt of any correspondence from (i) any **data subject** exercising their rights under the **data protection laws** in respect of the **fund personal data**, and (ii) the **supervisory authority** in relation to the **processing** of the **fund personal data**. The **administering authority** will be responsible for responding to any such correspondence. **Hymans Robertson** will provide the **administering authority** with any reasonable assistance that the **administering authority** requests in responding to the any such correspondence.
- 3.9 The **parties** shall use appropriate technical and organisational measures to ensure appropriate security of the **fund personal data**, including protection against unauthorised or unlawful **processing** of the **fund personal data** and against accidental loss or destruction of, or damage to, the **fund personal data**. In particular, when transferring the **fund personal data** the form of encryption or secure transmission agreed between the **administering authority** and **Hymans Robertson** will be used.
- 3.10 Each **party** shall without undue delay (and in any event within 48 hours where possible), notify the other about any actual or suspected **personal data breach** and shall:
- 3.10.1 implement any measures necessary to restore the security of compromised **fund personal data**; and
- 3.10.2 support the other to make any required notifications to the **supervisory authority** and affected **data subjects**; and
- 3.10.3 not do anything which shall damage the reputation of the other, or its relationship with the **data subjects**.
- 3.11 Any **party** who transfers **fund personal data** outside the European Economic Area (or, following the withdrawal of the United Kingdom from the European Union, outside the United Kingdom) is responsible for implementing any measures that are necessary to ensure that any such transfers have adequate protections in place, as set out in the **data protection laws**.
- 3.12 If required under the **data protection laws**, each of the **parties** shall make due notification to the **supervisory authority**, including use and **processing** of the **fund personal data**.