



Llywodraeth Cymru  
Welsh Government

POLISI A STRATEGAETH, DOGFENNU

# Trefniant o dan Adran 83 Deddf Llywodraeth Cymru 2006 ("Trefniant") rhwng Gweinidogion Cymru a Gwasanaeth Symud Gwartheg Prydain (BCMS) yr Asiantaeth Taliadau Gwledig (RPA)

Mae'r Cytundeb Lefel Gwasanaeth hwn yn cofnodi'r cytundeb a wnaed rhwng Gweinidogion Cymru a'r BCMS ar gyfer darparu gwasanaethau ac arfer swyddogaethau Gweinidogion Cymru yn unol ag adran 83 o Ddeddf Llywodraeth Cymru 2006.

Cyhoeddwyd gyntaf: 2 Medi 2024

Diweddarwyd ddiwethaf: 2 Medi 2024

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# Cynnwys

**Standard terms**

**Welsh Government administration and statutory functions**

**BCMS services and functions**

**UK GDPR requirements**

**Annex 1**

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**Annex 3**

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# Part A: Standard terms

This part sets out the standard terms common to all of the arrangement.

## Principles

The Cattle Identification (Wales) Regulations 2007, as amended has been made under section 2(2) of the European Communities Act 1972. Responsibility for issues relating to the content of the Regulations is now vested in the Welsh Ministers. These Regulations implement statutory requirements relating to the notification of cattle holdings, ear tagging, passports and registration of cattle, and the subsequent record-keeping requirements. The record-keeping requirements are administered by the British Cattle Movement Service (BCMS) on behalf of Welsh Ministers.

This service level agreement is founded on the jointly agreed [principles for inter-governmental relations](#).

## Introduction

The British Cattle Movement Service (BCMS) manages cattle movement and identification through the Cattle Tracing System (CTS) within England and Wales. Any reference in this document to the Cattle Tracing System or CTS shall include, where appropriate, reference to all or any component of the suite of computer systems and databases administered by BCMS (CTS, Livestock Unique Identification System (LUIS), Animal Movement Licensing System (AMLS) and their associated backup/disaster recovery vehicles).

CTS also has a backfill data link from ScotEID (Scottish Multi-species Movement Reporting System) to enable a GB view and a link to the Northern Irish

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equivalent system which enables traceability for the whole of the United Kingdom.

The BCMS is part of the Rural Payments Agency (RPA), which is itself an Executive Agency of the Department for Environment Food and Rural Affairs (Defra) in England.

## Parties to the arrangement

1.1 The parties to this arrangement are the Rural Payments Agency's (RPA) British Cattle Movement Service (BCMS) and the Welsh Ministers. The BCMS is a part of the Regulation, Grants and Standards Directorate within RPA.

1.2 The arrangement should be read in conjunction with any relevant Welsh Government or BCMS instructions and leaflets and any other instructions that may be exceptionally issued. The arrangement may be supplemented or amended by addition or subtraction to its annexes or by an exchange of correspondence. In all cases, amendments may be made only after consultation and agreement between the Welsh Government and the BCMS.

1.3 Any reference to a public authority in the arrangement shall be deemed to include a reference to any successor to such a public authority or any organisation or entity which has taken over all or part of the functions and responsibilities of such public authority.

## Purposes of the arrangement

2.1 The purposes of the arrangement are to:

- a. define the respective responsibilities of the parties to the arrangement
- b. record the agreement made between the Welsh Ministers and the BCMS for

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the provision of services and the exercise of Welsh Ministers' functions pursuant to section 83 of the Government of Wales Act 2006 and detailed in Parts B and C and the Annexes to this Arrangement

- c. establish monitoring and reporting requirements
- d. ensure that all services and functions detailed are administered efficiently and effectively with due regard to necessary system and management controls
- e. ensure all services are delivered and functions exercised within the terms specified in any relevant EC and/or UK Regulations.

## Duration of the arrangement

3.1 The revised arrangement will come into effect on XX June 2024 and will be of indefinite duration but subject to review at annual intervals. Any in-year changes or amendments by mutual agreement will be agreed through discussion at the BCMS Customer Board. Any party may terminate the arrangement subject to a minimum of one year's notice unless all parties agree a shorter period.

3.2 On agreement of termination both parties shall co-operate fully with each other and any successors providing services similar to all or any part of those covered by this arrangement in order to ensure a smooth transition to such successors and to avoid any inconvenience to either party.

3.3 Both parties shall continue to comply fully with their obligations under the arrangement during the period following any notice of termination until the arrangement shall be terminated, unless otherwise agreed.

## Financial issues

4.1 Costs which affect England and Wales are allocated as per the percentage

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of new passports issued. Welsh language costs are allocated to Welsh Government in full.

## Variations to the arrangement

5.1 Either party may request a meeting to seek to vary the services covered by the arrangement with changes in priorities being proposed, considered and agreed. It is expected that there will be considerable development of the services exchanged between the parties. Where urgent or major changes are required, each party will do its utmost to give the other reasonable notice and to respond as quickly as possible within any agreed time-scale.

5.2 Any request concerning additional or changed services to be carried out by either party must be followed up by written confirmation within 10 working days. On receipt of such a request the service provider will provide an estimate of the financial, human and other resources necessary to meet the request. The service provider shall confirm to the other party in writing that any agreed change/additional service has been implemented within 7 working days of the changes taking place. Both request and implementation confirmations will be filed with the arrangement.

5.3 Neither the Welsh Ministers, nor the BCMS shall assign or sub-contract any of the services under Parts B, C and the Annexes of the arrangement to third parties without the agreement of the other. Any delegation of the services covered by the arrangement to outside bodies will be conditional upon the ability of these bodies to demonstrate full compliance with the responsibilities, the obligations set out in the arrangement, and be lawfully able to provide services to, and exercise the functions of the Welsh Ministers.

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## Records and monitoring

6.1 Records of activities undertaken by both the Welsh Government and the BCMS under the arrangement will be maintained by each party for a minimum period of 7 years from the end of the financial year to which they apply and will be available for inspection by arrangement with the other party.

6.2 Without prejudice to any other provisions within the arrangement the Welsh Government and BCMS shall meet at least once every 3 months (unless otherwise agreed) to consider and review the current status of the arrangement and monitor performance (BCMS Customer Board). A note shall be kept of the outcome of these meetings. The meeting will review performance, agree general scheme/identification issues and take account of any policy or control changes affecting the parties.

6.3 Where either party experiences an interruption to operations (or a shortfall in the provision of services covered by the arrangement) lasting longer than 24 hours, they will notify the other without reasonable delay.

## Audit and Paying Agency accreditation

7.1 The RPA BCMS effectiveness in providing the services set out in Part C and Annex 2 of this arrangement, and the Welsh Government input to this arrangement shall be subject to independent audit review by each or either parties' Internal Audit function and to Government Internal Audit Standards. To enable this, the provision of independent assurance to the RPA BCMS and Welsh Government Accounting Officers shall be subject to terms to be agreed by both Internal Audit Functions.

7.2 The service provider will, on request, make available to the customer's internal auditors or independent consultants acting on their behalf, records and

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documents relating to work carried out under this arrangement, together with copies of all internal audit reports and related correspondence.

7.3 The activities of both parties may also be subject to audit by the National Audit Office (NAO).

7.4 Both parties to the arrangement will co-operate fully with all reasonable demands in respect of financial and management audits commissioned or authorised by DEFRA, RPA, the Welsh Government or the NAO. Both parties will provide full co-operation in the planning and implementation of all audit enquiries and audit missions.

7.5 The services covered by the arrangement form part of Paying Agency activities within the terms of the Common Agricultural Policy Accreditation provisions. Both parties undertake to ensure that their activities in respect of the services detailed in the arrangement comply fully with retained EU Regulation 1306/2013, as supplemented by retained EU Regulation 907/2014 and any other relevant European and domestic accreditation requirements at all times. Either party shall notify the other at once if there is any difficulty envisaged in maintaining full accreditation status.

7.6 The RPA's BCMS will be solely responsible and accountable for RPA's BCMS complying with retained EU Regulation 1306/2013, as supplemented by retained EU Regulation 907/2014, as amended, in regard to the service provided.

## **Provision of an attestation**

8.1 The BCMS will ensure:

- a. that an annual attestation covering 16 October – 15 October is provided to the Welsh Government no later than 30 November following each year

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- b. that all attestations submitted to the Welsh Government are accompanied by an annual report detailing the nature, scope and limits of the work performed, management checks undertaken and details of any other agreed assurance systems.

## Conduct of employees

9.1 To avoid the risk of collusive fraud in the services covered by this arrangement, the authorities and BCMS have procedures in place designed to deter and detect such practices. Where evidence of fraudulent activity is found, all parties must be informed without undue delay.

9.2 BCMS shall ensure that its employees shall not breach the terms of the Bribery Act 2010 in relation to this or any other grant. BCMS shall ensure that adequate controls are in place to prevent bribery.

9.3 In relation to gifts and hospitality no official or employee of administrations or the BCMS acting on ministers' behalf may accept or offer gifts, hospitality or benefits from a third party which might be seen to compromise the individual's personal judgement or integrity in carrying out ministers' business.

9.4 In cases of doubt, officers and employees should consult and accord with the BCMS or the RPA's published policy on gifts and hospitality as appropriate.

## Governance arrangements

10.1 The primary governance body will be the BCMS Customer Board, which includes membership from each of the authorities, BCMS and RPA. The board will be chaired by the RPA Operational Delivery Policy (Livestock), who will also provide the secretariat function. Principal contacts for each party are enclosed in Annex 1.

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10.2 To enable ministers to perform their duties and obligations under the various AHW and OFFC legislation, the BCMS will endeavour to meet the performance measures set out in the various Annexes of the SLA; and where they are not met, an explanation of the reason why not should be provided.

10.3 Ministers will inform BCMS without delay if there is any deficiency in the quality of the services provided by them under this SLA and the BCMS will take steps to ensure any problems are resolved without delay.

10.4 Full details of the administrative work and functions are set out in Annex 2. Broadly BCMS undertakes, through its maintenance of the Cattle Tracing System, to collect and provide information concerning the national herd and investigates anomalies within the notifications provided. The Welsh Government carries out their own cattle identification inspections in Wales using data provided by BCMS and they return their inspection results to BCMS.

## Differences of opinion

11.1 If a difference of opinion cannot be resolved, either government may refer it to the Inter-governmental Relations (IGR) Secretariat as a dispute under the **arrangements for dispute avoidance and resolution** set out in the Review of Intergovernmental Relations.

## Disclosure of information

12.1 This agreement will be published on the Welsh Government website as it falls under the requirements outlined in the **Inter-Institutional Agreement between the WG and the Senedd**.

12.2 The Welsh Government is subject to the Freedom of Information Act and Environmental information regulations. Decisions to disclose information relating

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to the arrangement or any issues arising as a result of the arrangement to a third party will be made subject to these regulations, but otherwise shall not be made without the consent of the other party.

12.3 Both parties to the arrangement reserve the right to disclose information relating to the arrangement to the NAO in respect of all audit inquiries.

## Publicity

13.1 Excluding routine business announcements, neither party to the arrangement shall, except with the prior consent of the other party (such consent not to be reasonably withheld or delayed), make any press announcements or any media statement or comment, whether written or oral, directly or indirectly, in connection with services covered by the arrangement, to the media or publicise the arrangement in any way.

## Funding

14.1 Funding for the BCMS is provided by Defra finance into the baseline budget of the Rural Payments Agency, who act as the Accounting officers. This is under the terms of the Concordat. While this SLA covers services provided by BCMS in relation to cattle, BCMS budget also includes funding for AMLS work in England and Wales and for LUIS in England, Scotland and Wales.

14.2 Whilst the working assumption is that the requirements of England and Wales which currently use the full services of BCMS are similar in relation to cattle, it is possible that each administration will require changes in standing services provided, to take account of any bespoke requirement. The assumption is that cost of these services should be initially met by the RPA as part of their baseline funding. The service provider, however, may require authorities to meet all reasonable costs of the additional work needed for bespoke arrangements

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with agreement of both parties.

## **Policy and legal advice**

15.1 BCMS will administer CTS in the light of the various legal requirements in force in England and Wales. BCMS will consult each administration where appropriate to ensure that they meet each administration's requirements. BCMS will also seek legal advice where appropriate from Welsh Government legal services through the appropriate policy divisions.

## **Part B: Details of the administrative work and statutory functions that will continue to be carried out by Welsh Government**

### **Administrative work and functions**

16.1 Full details of the administrative work and functions are set out in Annex 2. Broadly, the Welsh Government will carry out Cattle Identification inspections and provide information arising from them to BCMS and their agents to assist BCMS in fulfilling the requirements of cattle identification and traceability legislation.

### **Key Performance Measures/Indicators**

17.1 The full details of key performance measures for the administrative work and exercise of functions are set out in Annex 2.

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## Financial issues

18.1 Costs which affect England and Wales are allocated as per the percentage of new passports issued. Welsh language costs are allocated to Welsh Government in full.

## Part C: Details of the services to be provided and Welsh Government functions to be exercised by BCMS

### Services and functions

19.1 Full details of the services to be provided and Welsh Government functions to be exercised by BCMS are set out in Annex 2. Broadly, the BCMS undertakes, through its maintenance of the Cattle Tracing System to collect and provide information within the database to the Welsh Government and its agents to assist in fulfilling the requirements of cattle identification and movement recording legislation. It also undertakes to provide national administration documentation where and as appropriate.

19.2 In accordance with section 83 of the Government of Wales Act 2006, the Welsh Ministers authorise the staff of the BCMS to exercise the functions of the Welsh Ministers under the Cattle Database Regulations 1998 (as amended), The Cattle Identification (Wales) Regulations 2007 in so far as this is necessary for the performance of the services and functions set out in Annex 2 as the responsibility of BCMS.

19.3 The exercise of the Welsh Ministers' functions by BCMS under this arrangement shall not affect the responsibility of the Welsh Ministers for the

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exercise of these functions and shall not affect the responsibility of the BCMS.

19.4 Where the exercise of any function of the Welsh Ministers by BCMS is likely to be politically controversial, or would, in the same circumstances in relation to the Secretary of State's functions in England be referred to DEFRA Ministers, the matter shall be referred to staff of the Welsh Government. Staff of the Welsh Government shall either take the decision themselves or refer the matter to the appropriate Welsh Minister for a decision (as they see fit). In cases of doubt, the matter shall be referred to staff of the Welsh Government who shall then decide on the appropriate course of action.

## **Prosecution and litigation arrangements**

20.1 BCMS will provide witness statements and any other relevant information to support any criminal investigations in any case where it is a witness to an obstruction or failure under the regulations relating to non-compliance cross-compliance breaches of Statutory Management Requirement (SMR) 7, 'Cattle Identification and Registration' in the event of any civil or criminal proceedings against the subject.

20.2 Ministers will, at their discretion, have the right to decide whether to refer any matter relating to obstruction or failure to comply with a request to assist an authorised person under the regulations relating to AH&W/OFFC Control measures to the appropriate prosecutor. Ministers will consult with the BCMS as necessary before submitting a file to the Crown Prosecution Service in England and Wales. Ministers will keep BCMS informed about the development of such cases.

## **Key Performance Measures/Indicators**

21.1 The full details of key performance measures for the services and functions

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are set out in Annex 2.

## Financial issues

21.1 Costs which affect England and Wales are allocated as per the percentage of new passports issued. Welsh language costs are allocated to Welsh Government in full.

## Part D: UK GDPR requirements

22.1 Provision of the Services will require the processing of personal data on behalf of the Welsh Government. The Welsh Government will be the Data Controller of Welsh data and the table below provides details of the permitted processing to be undertaken in provision of the Services.

22.2 BCMS or RPA shall not process or distribute any data outside of the System without the express permission of the Welsh Government.

22.3 The BCMS shall comply with any further written instructions from the Welsh Government with respect of processing on behalf of the Welsh Government. Any such further instructions shall be incorporated into the table:

Description	Detail
Legal basis for processing	To fulfil a statutory obligation to provide cattle traceability services under the Cattle Identification (Wales) Regulations 2007.
Subject matter of the processing	The Welsh cattle keeper's information, however this will

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Description	Detail
	include other keepers from across the United Kingdom as cross border movements are recorded.
Duration of the processing	For the duration of this agreement to 31 March 2026, plus any extension period.
Location of processing	Data will be processed within the UK or the European Economic Area. The BCMS will notify the Welsh Government of the location of the servers where data will be stored (including cloud servers).
Nature of the processing	Collecting, recording and storage of keeper and animal information onto the Cattle Tracings System (CTS).
Purposes of the processing	BCMS undertakes, through its maintenance of the Cattle Tracing System to collect and provide information within the database to the Welsh Government and its agents to assist in fulfilling the requirements of cattle identification legislation.
Type of personal data to be processed	<p>The following keeper information will be stored:</p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Address</li> <li>• Phone number</li> <li>• Email address</li> <li>• County Parish Holding number</li> <li>• Herdmark</li> <li>• Identification number</li> <li>• Business bank details (for passport refunds only)</li> </ul>

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**Description****Detail**

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Categories of data subjects

Keepers; Markets; Abattoirs; Enforcement Officers.

Plan for the return and/or destruction of the data once the processing is complete **unless** requirement under law to preserve that type of data

The Supplier must destroy any data, either hardcopy or electronic, upon the end of the contract or termination of the contract, and data must not be used by BCMS or RPA for any other purpose than that stated in this SLA.

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22.4 The definitions set out below for the following terms shall be used in this UK GDPR Schedule:

Data security event

means any event that results or may result in unauthorised access to personal data held by you under this service level agreement and/or actual or potential loss and/or destruction of personal data in breach of this service level agreement including any personal data breach (as defined in the UK GDPR).

Data protection impact assessment

means an assessment by the Controller of the impact of the envisaged processing on the protection of personal data.

Data protection legislation

all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the DPA 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the Commissioner and which are applicable to a party.

Data

means a request made by or on behalf of a data subject in accordance with

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subject access request      rights granted pursuant to the data protection legislation to access their personal data.

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DPA 2018      means the Data Protection Act 2018.

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UK GDPR      means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018.

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Law      means:

- a. any applicable statute or proclamation or any delegated or subordinate legislation
- b. any applicable guidance, code of practice, direction or determination with which we and/or you are bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to you by us; and
- c. any applicable judgment or order of a relevant court of law which is a binding precedent in England and Wales,

in each case in force or applicable in both England and Wales, or in Wales only

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Party      means us or you, together 'the Parties'.

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Protective measures      means appropriate technical and organisational measures which may include pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident and regularly assessing and evaluating

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the effectiveness of the measures adopted by it.

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Sub-processor means any third party appointed to process personal data on your behalf in relation to the service level agreement.

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Business days means a day other than a Saturday, a Sunday, Christmas Day, Good Friday or a bank holiday in Wales under the Banking and Financial Dealings Act 1971.

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## Protection of personal data

22.5 In this UK GDPR Schedule the following terms shall have the meaning given to them in the UK GDPR: Controller, Processor, Data Subject, Personal Data, Process, Personal Data Breach, Data Protection Officer.

22.6 The parties acknowledge that for the purposes of the data protection legislation we are the controller and you are the processor.

22.7 Unless otherwise required to do so by law (in which case you shall inform us of that legal requirement before processing, unless law prohibits such information on important grounds of public interest), the only processing of personal data you are authorised to do is described in this UK GDPR schedule or is the subject of prior written approval by us and may not be determined by you. You will not process the personal data for any other purpose or in a way that does not comply with this service level agreement or the data protection legislation. You must comply promptly with our written instructions requiring you to amend, transfer, delete or otherwise process the personal data, or to stop, mitigate or remedy any unauthorised processing.

22.8 You must notify us immediately if you consider that any of our instructions infringe the data protection legislation.

**Cafodd y ddogfen hon ei lawrlwytho o LLYW.CYMRU, efallai nad dyma'r fersiwn mwyaf diweddar.**

Evch i <https://www.llyw.cymru/cytundeb-lefel-gwasanaeth-rhwng-gweinidogion-cymru-yr-asiantaeth-taliadau-gwledig-a-gwasanaeth-symud-gwartheg-prydain-html> i weld y fersiwn ddiweddaraf.

Gwybodaeth am [hawlfraint](#).

22.9 You must provide all reasonable assistance to us in any on-going data protection impact assessment prior to and after commencing any processing. Such assistance may, at our discretion, include:

- i. a systematic description of the envisaged processing operations and the purpose of the processing
- ii. an assessment of the necessity and proportionality of the processing operations in relation to the purposes
- iii. an assessment of the risks to the rights and freedoms of data subjects, and
- iv. a systematic description of the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of personal data.

22.10 You must in relation to any personal data processed in connection with your obligations under the service level agreement:

- i. process that personal data only in accordance with Condition 2.3 of this UK GDPR Schedule, unless you are required to do otherwise by law. If you are so required you must promptly notify us before processing the personal data unless prohibited by law
- ii. ensure that you have in place protective measures, which have been reviewed and approved by us as appropriate, to protect against a data security event having taken account of the:
  - a. nature of the data to be protected
  - b. harm that might result from a data security event
  - c. state of technological development, and
  - d. cost of implementing any measures
- iii. you must, where you are required under the service level agreement to notify data subjects of the purpose and detail of the processing to be undertaken, cooperate with us to agree an appropriate notice which complies with the data protection legislation. The notice must have our prior written approval. You must not modify or alter the notice in any way without our prior written consent

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Gwybodaeth am [hawlfraint](#).

- iv. ensure that your personnel do not process personal data except in accordance with the service level agreement
- v. ensure that you take all reasonable steps to ensure the reliability and integrity of any of your personnel who have access to the personal data and ensure that they:
  - a. are aware of and comply with your obligations under the conditions
  - b. are subject to appropriate confidentiality undertakings with you or any sub-processor
  - c. are informed of the confidential nature of the personal data and do not publish, disclose or divulge any of the personal data to any third party unless directed in writing to do so by us or as otherwise permitted by the service level agreement, and
  - d. have undergone adequate training in the use, care, protection and handling of personal data
- vi. not transfer personal data outside the UK unless our prior written consent has been obtained or Article 28(3)(a) of the UK GDPR applies.
- vii. At our written direction, delete or return personal data (and any copies of it) to us on expiry of the service level agreement unless you are required by law to retain the personal data.

22.11 Subject to Condition 2.8, you must notify us immediately if in connection with the service level agreement you:

- i. receive a data subject access request (or purported data subject access request)
- ii. receive a request to rectify, block processing or erase any personal data
- iii. receive any other request, complaint or communication relating to either party's obligations under the data protection legislation
- iv. receive any communication from the information commissioner or any other regulatory authority in connection with personal data processed under the service level agreement
- v. receive a request from any third party for disclosure of personal data where compliance with such request is required or purported to be required by law,

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Gwybodaeth am [hawlfrain](#)t.

or

vi. become aware of a data security event.

22.12 Your obligation to notify under Condition 2.7 of this UK GDPR Schedule includes the provision of further information to us in phases without undue delay as details become available.

22.13 Taking into account the nature of the processing, you must provide us with full assistance in relation to either party's obligations under data protection legislation and any complaint, communication or request made under Condition 2.7 of this UK GDPR schedule (and insofar as possible within the timescales reasonably required by us) including by promptly providing us with:

- i. full details and copies of the complaint, communication or request
- ii. such assistance as we may reasonably request to enable us to comply with a data subject access request within the relevant timescales set out in the data protection legislation
- iii. at our request, any personal data you hold in relation to a data subject
- iv. assistance as we may reasonably request following any data security event
- v. assistance as we may reasonably request with respect to any request from the Information Commissioner's Office or any consultation by us with the Information Commissioner's Office.

22.14 You must maintain complete and accurate records and information to demonstrate your compliance with this Condition 2 of this UK GDPR Schedule. This requirement does not apply where you employ fewer than 250 staff unless:

- i. we determine that the Processing is not occasional, or
- ii. we determine the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Articles 10 of the UK GDPR, or
- iii. we determine that the Processing is likely to result in a risk to the rights and freedoms of data subjects.

**Cafodd y ddogfen hon ei lawrlwytho o LLYW.CYMRU, efallai nad dyma'r fersiwn mwyaf diweddar.**

Enwch i <https://www.llyw.cymru/cytundeb-lefel-gwasanaeth-rhwng-gweinidogion-cymru-yr-asiantaeth-taliadau-gwledig-a-gwasanaeth-symud-gwartheg-prydain-html> i weld y fersiwn ddiweddaraf.

Gwybodaeth am [hawlfraint](#).

22.15 You must allow for audits of your data processing activity by us or our designated auditor.

22.16 You must designate a data protection officer if required by the data protection legislation.

22.17 Before allowing any sub-processor to process any personal data related to the service level agreement you must:

- i. notify us in writing of the intended sub-processor and processing
- ii. obtain our prior written consent
- iii. enter into a written agreement with the Sub-Processor which gives effect to the terms set out in this Condition 2 of this UK GDPR schedule such that they apply to the sub-processor, and
- iv. provide us with such information regarding the sub-processor as we may reasonably require.

22.18 You shall remain fully liable for all acts or omissions of any sub-processor.

22.19 We may at any time on not less than 30 business days' notice revise this Condition 2 of this UK GDPR Schedule 6 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the service level agreement).

22.20 The parties agree to take account of any guidance issued by the Information Commissioner's Office and other guidance where relevant. We may on not less than 30 business days' notice to you amend the service level agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

22.21 For the avoidance of doubt, nothing in the service level agreement shall relieve you of your own direct responsibilities and liabilities under the data

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Gwybodaeth am [hawlfraint](#).

protection legislation.

22.22 You agree to indemnify and keep us indemnified against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by us as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person as a result of your unauthorised processing, unlawful processing, destruction of and/or damage to any personal data process by you, your employees or agents in your performance of the service level agreement or as otherwise agreed between the parties.

22.23 The provisions of this Condition 2 of this UK GDPR Schedule shall apply during the continuance of the service level agreement and indefinitely after its expiry.

22.24 The BCMS will be required to maintain complete and accurate records and information to demonstrate its compliance with the UK GDPR and the applicable Welsh Government Standard Conditions for Services.

22.25 Data management

- a. Conform to statutory records retention requirements and the client's policies.
- b. Comply with data sharing agreements between the client and other UK administrations
- c. FOI and data release via the client

22.26 BCMS will be required to:

- a. You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (the "FOIA"), the Environmental Information Regulations 2004 (the "EIR"), the Data Protection Act 2018 (the "DPA") and the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the "UK GDPR").

**Cafodd y ddogfen hon ei lawrlwytho o LLYW.CYMRU, efallai nad dyma'r fersiwn mwyaf diweddar.**

Enwch i <https://www.llyw.cymru/cytundeb-lefel-gwasanaeth-rhwng-gweinidogion-cymru-yr-asiantaeth-taliadau-gwledig-a-gwasanaeth-symud-gwartheg-prydain-html> i weld y fersiwn ddiweddaraf.

Gwybodaeth am [hawlfraint](#).



- b. You acknowledge that we are responsible for determining in our absolute discretion whether:
  - i. to disclose any information which we have obtained under or in connection with the funding to the extent that we are required to disclose such information to a person making a disclosure request under the FOIA or the EIR, and/or
  - ii. any information is exempt from disclosure under the FOIA or the EIR.

Signed on behalf of the Welsh Government



Signature..... Date 24/07/2024

Name: Carol Driver

For: Welsh Government

Position/Job Title: Head of Animal Policy Delivery, Wales

Signed on behalf of the BCMS



Signature..... Date 19/08/2024

Name: Julie Coates

**Cafodd y ddogfen hon ei lawrlwytho o LLYW.CYMRU, efallai nad dyma'r fersiwn mwyaf diweddar.**

Ewch i <https://www.llyw.cymru/cytundeb-lefel-gwasanaeth-rhwng-gweinidogion-cymru-yr-asiantaeth-taliadau-gwledig-a-gwasanaeth-symud-gwartheg-prydain-html> i weld y fersiwn ddiweddaraf.

Gwybodaeth am [hawlfraint](#).

For: BCMS

Position/Job Title: BCMS Lead



## Annex 1: Contacts between the parties

### Welsh Government

- Gareth Bevington, Head of Agriculture, Sustainable Development Division (07854 195451)
- Carol Driver, Head of Animal Policy Delivery (03000 250102)
- Helen May, Senior Livestock Identification Policy Manager (03000 259098)
- Emma Roberts, Bovine ID and Movement Policy Lead (03000 250256)
- Hugh Morgan, Head of Rural Payments Division (03000 257834)
- Matthew Bellew, Head of RIW Operations (03000 257739)
- Robin Whittle, RIW Process Manager (03000 255466)

### BCMS

- Julie Coates, BCMS Lead (020776 43425)
- Francine Welsh, Head of Operational Delivery for Livestock Policy (020776 43659)

Cafodd y ddogfen hon ei lawrlwytho o LLYW.CYMRU, efallai nad dyma'r fersiwn mwyaf diweddar.

Evch i <https://www.llyw.cymru/cytundeb-lefel-gwasanaeth-rhwng-gweinidogion-cymru-yr-asiantaeth-taliadau-gwledig-a-gwasanaeth-symud-gwartheg-prydain-html> i weld y fersiwn ddiweddaraf.

Gwybodaeth am [hawlfraint](#).

- Steve Cullen, Operational Delivery Policy (Livestock) (020776 43538)

## Annex 2: Services and functions

Services to be provided and functions to be exercised	Target date/ timescale	Service provider / function holder
1) Agree the selection process for CII inspections Selection to take place at a time agreed by both parties	31 January (major changes), 31 March (minor changes)  Within one month of end of an inspection period	BCMS/Welsh Government
2) Inspectorate to complete selected inspections	31 May	Welsh Government (RIW)
3) Welsh Government to advise BCMS all holdings selected for inspection via the Inspectorate system	Update every 3 months and at the end of the inspection period.	Welsh Government (RIW)
4) Welsh Government Inspectorate planned CII inspection programme to be provided to BCMS	By 1 November,	Welsh Government

**Cafodd y ddogfen hon ei lawrlwytho o LLYW.CYMRU, efallai nad dyma'r fersiwn mwyaf diweddar.**

Ewch i <https://www.llyw.cymru/cytundeb-lefel-gwasanaeth-rhwng-gweinidogion-cymru-yr-asiantaeth-taliadau-gwledig-a-gwasanaeth-symud-gwartheg-prydain-html> i weld y fersiwn ddiweddaraf.

Gwybodaeth am [hawlfraint](#).

Services to be provided and functions to be exercised	Target date/ timescale	Service provider / function holder
	thereafter updated monthly	(RIW)
5) Welsh Government to ensure that inspections are carried out within the time frame for advanced notice as detailed in Article 4 of retained EU Regulation 1082/2003'	Throughout inspection year	Welsh Government (RIW)
6) BCMS to ensure that appropriate access is available for Welsh Government Inspectorate to acquire CTS data required for CIIs in an agreed form	Throughout inspection year	BCMS
7) Welsh Government to ensure that CTS data used for CIIs is not older than 2 days at the start of inspections	Throughout inspection year	Welsh Government (RIW)
8) Welsh Government to ensure that all inspection results are notified to BCMS within the following time scales:	sent to BCMS within 2 working days after completion of inspection.	Welsh Government (RIW)
Report Form 1 + passports		
Whole Bovine Report form	sent to BCMS within 8	

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Gwybodaeth am [hawlfraint](#).

Services to be provided and functions to be exercised	Target date/ timescale	Service provider / function holder
	working days after completion of inspection.	
9) Welsh Government to ensure that all separately targeted inspections, requested by BCMS, are visited:	within 10 working days	Welsh Government (RIW)
Those deemed urgent started	within 3 working days of completion	
Results to be notified to BCMS	within 1 month	
Those deemed non-urgent started	within 8 working days	
Results to be notified to BCMS	By end of May	BCMS (inspection requirements) Welsh Government (RIW)
10) Instructions to be provided for Welsh Government inspectors on how CII element of inspections to be carried out		

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Gwybodaeth am [hawlfraint](#).

<b>Services to be provided and functions to be exercised</b>	<b>Target date/ timescale</b>	<b>Service provider / function holder</b>
11) Movement restrictions to be imposed in accordance with agreed guidelines	Throughout inspection year	Welsh Government (RIW)
12) Inspections to be made to see if movement restrictions can be lifted, on request from BCMS	within 5 working days	Welsh Government (RIW)
13) Welsh Government to ensure that the 3% annual CII inspection programme is completed (Where Animal Imports Team find a need to increase % coverage this is to be dealt with as an amendment to the SLA)	31 May	Welsh Government (RIW)
14) Inspection data to be made available to BCMS on request	within 5 working days	Welsh Government (RIW)
15) BCMS to provide guidance on enforcement under CII legislation	within 15 working days	BCMS
16) Welsh Government to respond to requests for information/advice from BCMS	within 15 working days	Welsh Government (RIW)
17) Input to CII training	as required	BCMS
18) Cattle passports:		

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Gwybodaeth am [hawlfrain](#).

<b>Services to be provided and functions to be exercised</b>	<b>Target date/ timescale</b>	<b>Service provider / function holder</b>
<b>Issue of passport following receipt of a valid and complete application.</b>	96% within 5 working days	BCMS
Issue of amended passport		BCMS
Resolve late passport application appeals	96% within 5 working days	BCMS
	98% within 15 working days	
19) Cattle Movement Recording:		BCMS
Movements registered following receipt of the notification.	96% within 5 days of receipt	
20) Maintenance of producer details in agreed format	Ongoing	BCMS
21) Provision of CTS data to Welsh Government in format agreed with Welsh Government	Ongoing	BCMS
22) Maintenance of relevant Disaster Recovery Plan to include disaster recovery of systems within 2 working days	Ongoing	BCMS/ Welsh Government
23) Deaths Registered on receipts of the notification	96% within 5 working days of receipt	BCMS

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Gwybodaeth am [hawlfraint](#).

<b>Services to be provided and functions to be exercised</b>	<b>Target date/ timescale</b>	<b>Service provider / function holder</b>
24) On receipt of requests from Welsh Government CTS Live Data Fixes to be carried out, these shall be forwarded to IBM for action.	Within 2 working days of receipt	BCMS
25) BCMS to action specific requests from Welsh Government for movement anomalies resolution.	Within 5 working days of receipt	BCMS
26) To respond to ad hoc enquiries from Welsh Government regarding Ear Tag or animal data queries.	Within 5 working days of receipt	BCMS
27) To respond to ad hoc enquiries from BCMS regarding Ear Tag or animal data queries.	Within 5 working days of receipt	Welsh Government (RIW)
28) Invite representation of BCMS to any appropriate bovine groups	Ongoing	Welsh Government (RIW & APD)
29) Invite representation of Welsh Government at Management Board, appropriate Project Boards, Industry Forum or other similar groups	Ongoing	BCMS
30) Enable appropriate Welsh Government staff to have necessary access to CTS/CTS Online	Ongoing	BCMS
31) Provide each other with copies of Corporate	Annual	BCMS /

**Cafodd y ddogfen hon ei lawrlwytho o LLYW.CYMRU, efallai nad dyma'r fersiwn mwyaf diweddar.**

Enwch i <https://www.llyw.cymru/cytundeb-lefel-gwasanaeth-rhwng-gweinidogion-cymru-yr-asiantaeth-taliadau-gwledig-a-gwasanaeth-symud-gwartheg-prydain-html> i weld y fersiwn ddiweddaraf.

Gwybodaeth am [hawlfraint](#).



Services to be provided and functions to be exercised	Target date/ timescale	Service provider / function holder
Business Plans and annual reports		Welsh Government
32) Welsh Government to advise BCMS of changes to legislative requirements and consult on business practice which may impact on operations at BCMS	Ongoing	Welsh Government (APD)
33) Both sides to share information on request concerning identity and compliance status of bovine animals	Ongoing	Welsh Government (APD) / BCMS
34) Each party to advise the other of any substantive information received which may affect the operation of the other party	Ongoing	Welsh Government (APD & RIW) / BCMS
35) BCMS to ensure that all data capture processes provide accurate transcription of source data, or correction of this where it is found to be erroneous	100% accurate in 98.5% of cases	BCMS
36) BCMS to ensure data produced from CTS in the form of passports, CTS on-line and movement histories accurately reflects the data stored on the database	99.9%	BCMS
37) Read access to current CTS data and automatic cross-check facilities to the whole CTS suite to be available at normal speed for all Welsh Government	95% availability	BCMS

**Cafodd y ddogfen hon ei lawrlwytho o LLYW.CYMRU, efallai nad dyma'r fersiwn mwyaf diweddar.**

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Gwybodaeth am [hawlfraint](#).

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Services to be provided and functions to be exercised	Target date/ timescale	Service provider / function holder
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users between 7am and 7.30pm 7 days a week  
excluding public holidays

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38) CTS online facilities to be available 7 days a week, 24 hours per day. 95% availability BCMS

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## Annex 3: Example of an attestation certificate

### British Cattle Movement Service annual attestation certificate

**Efallai na fydd y ddogfen hon yn hollol hygyrch.**

Drllenwch ein [datganiad hygyrchedd](#) i gael rhagor o wybodaeth.

**Cafodd y ddogfen hon ei lawrlwytho o LLYW.CYMRU, efallai nad dyma'r fersiwn mwyaf diweddar.**

Ewch i <https://www.llyw.cymru/cytundeb-lefel-gwasanaeth-rhwng-gweinidogion-cymru-yr-asiantaeth-taliadau-gwledig-a-gwasanaeth-symud-gwartheg-prydain-html> i weld y fersiwn ddiweddaraf.

Gwybodaeth am [hawlfraint](#).