

Data Sharing Agreement

This document is prepared and managed by ICT Department of Selwood Housing Group.

The current version is available on the Intranet.

Data Controller to Data Controller

THIS AGREEMENT APPLIES TO:

Between two Data Controllers: Selwood Housing Group and **Company Name**.

THIS POLICY CROSS REFERENCES TO:

The Data Protection Act 1998, The Data Protection Directive (95/45/EC)
General Data Protection Regulation (2016/679) – from 25th May 2018
All applicable guidance and codes of practice issued by the UK Information Commissioner's Office

BOARD APPROVAL / SUBMISSION DATE:

DATE OF NEXT REVIEW:

AUTHOR:

DOCUMENT REFERENCE:

1.0 INTRODUCTION

This is an agreement between Selwood Housing Group, a Charitable Housing Association, whose registered office is at Bryer Ash Business Park, Bradford Road, Trowbridge BA14 8RT and **Company Name**, registered company number (**Insert company number**) and whose registered office is at *{Insert Address}*.

Selwood Housing Group is a Data Controller of any personal data it provides and remains permanently responsible for such data.

2.0 DEFINITIONS

In this Agreement, the following definitions apply:

'Agreement': means this Data Sharing Agreement.

'Anonymised data': means data where it is not possible to identify an individual from the data.

'Data': means all data shared under the terms of this Agreement to include personal data, personal sensitive data, and non-personal data and anonymised data.

'Data Controller': has the meaning set out in GDPR Article 4: means a natural or person who (either alone or jointly or in common with other persons) determines the purposes and means of the processing of personal data.

'Data Subject': has the meaning set out in GDPR Article 4 means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

'Data Processor': has the meaning set out in GDPR Article 4: means a natural or legal person which processes personal data on behalf of the data controller.

'GDPR': means the General Data Protection Regulation

'Non-personal data': relates to information that does not relate to people

'Personal Data': has the meaning set out in GDPR Article 4 means any information relating to an identified or identifiable natural person.

'Personal Sensitive Data': has the meaning set out in GDPR Article 9 means personal data revealing racial or ethnic origin, political opinions,

religious or philosophical beliefs, trade union membership, health, sex life or sexual orientation.

3.0 COMMENCEMENT AND TERM

3.1 This Agreement commences on 25th day of May, 2018, and shall continue for the period of the working relationship between the two organisations. This term holds unless terminated earlier in accordance and with agreement by both parties.

4.0 PURPOSE

4.1 As part of ongoing business related to the provision of homes, Selwood Housing Group finds it necessary to share information with **Company Name**. Information is a key enabler in the provision of services to individuals and if poorly managed will contribute to the failure to provide effective services, the potential to suffer a damage in loss of data, confidentiality breaches and privacy concerns for individuals.

In writing this agreement, due attention has been given to legislation where applicable, such as:

1. The Data Protection Act 1998
2. The General Data Protection Regulation 2016/679 as of 25th May 2018
3. Human Rights Act 1998
4. Freedom of Information Act 2000

4.2 This agreement provides a framework for Selwood Housing Group to securely share data with **Company Name**, sets the parameters for sharing and protects the confidentiality of data subjects in sharing data.

4.3 The sharing of data is necessary for the following agreed purposes as agreed by both parties:

Delete and modify as appropriate:

{Local Authorities: to support tenants and access to relevant services}

{Police: for the detection and prevention of crime, Anti Social Behaviour, to prevent harm}

5.0 ADHERENCE TO THE GENERAL DATA PROTECTION REGULATION

5.1 Under this Data Sharing Agreement, Selwood Housing Group requires **Company Name** to comply with the following principles of the applicable laws and regulations as it relates to the sharing of data and to understand their obligations under the regulation.

5.1.1 Principle 1: Personal data shall be processed lawfully, fairly and in a transparent manner in relation to the data subject.

5.1.2 Principle 2: Personal data shall be collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes.

5.1.3 Principle 3: Personal data shall be adequate, relevant limited to what is necessary in relation to the purposes for which they are processed.

5.1.4 Principle 4: Personal data shall be accurate and, where necessary, kept up to date.

5.1.5 Principle 5: Personal data shall be kept in a form which permits identification of data subjects for no longer than is necessary for the purpose for which the personal data are processed.

5.1.6 Principle 6: Personal data shall be processed in a manner which ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

6.0 TYPES OF DATA TO BE SHARED

6.1 This Agreement dictates that data usage shall be minimised to the necessary amounts in order for the performance of relevant services. The following data shall be shared routinely for the purposes outlined in Section 4.3 above:

(Delete and modify as appropriate)

{First Name, Last Name, Telephone Number, NI Number, Address, Date of Birth, Health Details, Vulnerabilities, etc.}

7.0 AUTHORISATION FOR SHARING OF DATA

7.1 Both Parties to this Agreement shall ensure appropriate and relevant departments have access to the shared data with appropriate authorisation established for the transfer of data on a routine basis.

Authorised Personnel for Selwood Housing Group: {
}

Authorised Personnel for **Company Name**: {*First Name, Last Name, Department*}

8.0 DATA SHARING GUIDANCE

8.1 The following guidelines shall apply to the sharing of personal and personal sensitive data.

8.1.1 Data transferred shall be treated as confidential at all times.

8.1.2 Data shall be processed in accordance with The General Data Protection Regulation (refer to section 5.0 of this Agreement).

8.1.3 Individuals have the right to access data about them.

8.1.4 Personal Data shall be made available to the data subject provided the data subject satisfies the request requirements of the General Data Protection Regulation.

8.1.5 Personal data will only be held that are needed for the performance and fulfilment of statutory and business obligations.

8.1.6 Personal data shall only be processed for the purposes for which it was shared and must be deleted once the agreed purpose has been fulfilled. If required to be kept for longer periods, then written consent is required.

8.1.7 Personal data must not be shared by **Company Name** with any other organisation without prior agreement with Selwood Housing Group.

8.1.8 Data Protection Registration is required for an organisation which processes data for its own purposes. Details are to be provided to Selwood Housing Group for the notification in the register of Data Controllers managed by the Information Commissioner's Office (ICO). The organisation also needs to ensure all consent procedure is in place. Failure by an organisation to be registered for the correct purposes will result in the rejection of data sharing.

8.1.9 Other than at Selwood Housing Group's written request, **Company Name** shall not disclose data other than to a person placed by **Company Name** under the same obligations as set out in this Agreement.

8.1.10 **Company Name** shall ensure that their staff are aware that personal data should only be accessed for the agreed purpose with adequate training enforced.

8.1.11 **Company Name** shall ensure that appropriate audit trails are kept for monitoring purposes.

9.0 CONSENT

- 9.1 Parties to this Agreement shall share data as described in Section 6.0.
- 9.2 Selwood Housing Group, however, reserves the right to seek explicit consent to share data where: a) confidential or particularly sensitive data is going to be shared without a clear legal basis for doing so, b) the individual would be likely to object should the data be shared without his or her consent, and c) the sharing is likely to have a significant impact on an individual or group of individuals.

10.0 DATA SECURITY

- 10.1 **Company Name** shall at all times bear the responsibility for ensuring that all data (all formats) is stored securely. **Company Name** shall take appropriate measures to ensure the security of shared data is protected against unauthorised access resulting in disclosure or destruction.
- 10.2 **Company Name** shall ensure there is an adequate security strategy in place for the protection of shared data.
- 10.3 **Company Name** shall ensure that shared data is protected through the physical access control to buildings and offices where shared data is stored.
- 10.4 Personal and personal sensitive data shall not be kept for any longer than necessary for the purpose in which it was shared.
- 10.5 **Company Name** shall have in place appropriate security restrictions on external gateways into its organisation. This is to include devices such as firewalls and their configurations and routers.
- 10.6 **Company Name** shall ensure that all technology aided business processes such as email transfer for which shared data is transferred has appropriate password protection and encryption. Both organisations shall ensure the compatibility of secure transfer systems to reduce the risk of a data breach.
- 10.7 **Company Name** shall ensure that personal and personal sensitive shared data is not taken home by staff unless controlled by an internal home working policy.
- 10.8 **Company Name** shall ensure that there are appropriate disciplinary procedures within the Human Resources Department for dealing with a Data Security Breach.
- 10.9 **Company Name** shall ensure that in the event of an information security breach, that the issue is adequately investigated and dealt with at the earliest opportunity. Selwood Housing Group must be notified in the event of an information security breach.
- 10.10 **Company Name** shall have an appropriate security incidence procedure.

10.11 **Company Name** shall comply with a formalised information security policy and shall ensure compliance is clearly placed with a particular person or department.

11.0 SUBJECT ACCESS REQUESTS

11.1 The General Data Protection Regulation gives the right to individuals to access personal data held about them, the right to know how their data is being used and the right to object to the way their data is being used.

11.2 **Company Name** shall comply with subject access requests as required by the General Data Protection Regulation.

12.0 DATA RETENTION AND DELETION

12.1 **Company Name** shall have an established data retention policy which shall ensure outdated data is effectively removed in line with the established policy. The retention policy shall be shared with Selwood Housing Group.

12.2 **Company Name** shall have appropriate measures in place for the erasure of personal data at the request of the data subject, if necessary and the appropriate grounds are met in accordance to Article 17 of the GDPR.

13.0 COMPATIBILITY OF DATA SETS

13.1 Both parties shall ensure that there is effective use of compatible data sets in order to maintain the integrity of shared data.

14.0 TRANSFER OF DATA OUTSIDE THE EEA

14.1 **Company Name** shall not transfer personal or personal sensitive data outside the EEA without written consent by Selwood Housing Group.

15.0 ASSESSMENT OF THE DATA SHARING AGREEMENT

15.1 This Data Sharing Agreement shall be reviewed 6 months after it has been formally launched and 12 monthly thereafter. The person responsible at Selwood Housing Group is {

15.2 }.

15.3 If a significant change occurs which renders this document ineffective, then the Agreement shall be replaced with a new version.

16.0 TERMINATION PROCEDURES

16.1 In the event that both organisations agree to cease data sharing, Selwood Housing Group shall expect the removal and return of all shared data by **Company Name**. Selwood Housing Group reserves the right to

instruct on a closure date for this relationship and a conclusion date for the removal and return of shared data.

17.0 DISPUTE RESOLUTION

17.1 Both parties shall attempt to resolve any disagreement arising from this Agreement informally and promptly by the signatories who have day-to-day responsibility of the Agreement.

18.0 INDEMNITY

18.1 **Company Name** indemnifies and shall keep indemnified Selwood Housing Group against any liability as a result for the breach of this Agreement.

19.0 LAW

19.1 This Agreement is to be governed and construed in accordance with the Laws of England and Wales.

SIGNED FOR AND ON BEHALF OF

Selwood Housing Group

.....
Authorised Signatory

.....
Print Name

.....
State Position

Company Name

.....
Authorised Signatory

.....
Print Name

.....
State Position