

Data Sharing Agreement

Data Controller to Data Processor

THIS AGREEMENT APPLIES TO:

For the purposes of the Data Protection Act 1998:

Selwood Housing Society Ltd is the Data Controller and

Company Name is the Data Processor

THIS POLICY CROSS REFERENCES TO:

The Data Protection Act 1998

BOARD APPROVAL / SUBMISSION DATE:

DATE OF NEXT REVIEW:

AUTHOR:

DOCUMENT REFERENCE:

1.0 INTRODUCTION

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

It is made under terms of Selwood's Sharing Protocol. Selwood Housing Society Ltd is a Data Controller of any personal data it provides and remains permanently responsible for such data.

Company Name is a Data Processor and in relation to personal data, is any person (other than an employee of the data controller) who processes the data on behalf of the Data Controller.

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': means a person who determines the purposes for which and the manner in which any personal data are to be processed.

'Data Processor': means any person who processes the data on behalf of the data controller.

'Data Subject': means an individual who is the subject of Personal Data.

'DPA': means the Data Protection Act 1998

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

'Personal Data': has the meaning set out in section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, of which both parties are the Data Controller.

'Personal Sensitive Data': has the meaning set out in section 2 of the Data Protection Act 1998

'Processing' and 'process': have the meaning set out in section 1(1) of the data Protection Act 1998.

3.0 COMMENCEMENT AND TERM

3.1 This Agreement commences on day of , and shall continue as long as the data processor is processing personal data on behalf of the data controller.

4.0 PURPOSE

4.1 As part of ongoing business related to the provision of homes, Selwood Housing Society Ltd, the Data Controller, finds it necessary to engage the services and to share information with **Company Name**, the Data Processor.

Company Name shall process data on behalf of and with instructions from the data controller.

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. Human Rights Act 1998
3. Freedom of Information Act 2000

4.2 With reference to the Data Protection Act 1998, Schedule 1, Part 2, (11) which states

'Where processing of personal data is carried out by a data processor on behalf of a data controller, the data controller must in order to comply with the seventh principle

- a) Choose a data processor providing sufficient guarantees, in respect of technical and organisational security measures, governing the processing to be carried out, and
- b) Take reasonable steps to ensure compliance with those measures.

5.0 TYPE OF DATA TO BE SHARED

5.1 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.

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

6.0 AUTHORISATION FOR SHARING OF DATA

6.1 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 Society Ltd: *{First Name, Last Name, Department}*

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

7.0 DATA SHARING GUIDANCE

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

7.1.1 Data transferred shall be treated as confidential at all times. All confidentiality obligations required under this agreement shall continue for a period of seven years after the termination of services by the data controller.

7.1.2 Data shall be processed in accordance with Data Protection Act 1998.

7.1.3 Other than at Selwood Housing Society Ltd'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.

7.1.4 **Company Name** shall ensure that their staff are aware that personal data should only be accessed for the agreed purpose (s).

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

8.0 OBLIGATIONS OF COMPANY NAME

8.1 **Company Name** shall only process the personal data as is necessary for the purposes specified by Selwood Housing Society Ltd and in accordance with Selwood Housing Society Ltd's instructions from time to time. Personal data shall not be processed for any other purpose and a record of any processing of personal data shall be kept by **Company Name**.

- 8.2 **Company Name** shall promptly respond to any request made by Selwood Housing Society Ltd which requires amendment, transfer, or deletion of personal data.
- 8.3 **Company Name** shall not collect any personal data on behalf of Selwood Housing Society Ltd unless written instructions to do so are provided by Selwood Housing Society Ltd.
- 8.4 **Company Name** shall immediately notify Selwood Housing Society Ltd if they receive any complaint, notices or communications with regards to the processing of the Personal Data in accordance to the requirements set out in the Data Protection Act 1998. **Company Name** shall provide full cooperation and assistance in relation to such complaint, notices or communication.
- 8.5 **Company Name** shall provide Selwood Housing Society Ltd, at their request, a copy of personal data held and personal data shall be provided in the format or on the media specifically stated by Selwood Housing Society Ltd.
- 8.6 **Company Name** shall not release the personal data to any third party without the written consent of Selwood Housing Society Ltd.
- 8.7 **Company Name** shall ensure that access to personal data is limited to those employees who need access to the personal data in order to meet the obligations of **Company Name** under this Agreement.
- 8.8 **Company Name** shall ensure all of its employees are informed of the confidential nature of the personal data.
- 8.9 **Company Name** shall ensure that all staff have undertaken training in the laws relating to the handling of personal data.
- 8.10 **Company Name** shall ensure all their staff are aware of the duties and obligations of **Company Name** under this Agreement.
- 8.11 **Company Name** shall ensure necessary steps are taken to ensure the reliability of **Company Name** employees who have access to personal data.
- 8.12 **Company Name** shall adopt and align to all information security protocol as practiced within Selwood Housing Society Ltd.

9.0 OBLIGATIONS OF Selwood Housing Society Ltd

- 9.1 Selwood Housing Society Ltd reserves the right to inspect or appoint representatives to inspect the facilities, equipment, documents and electronic data relating to the processing of personal data by **Company Name**. Selwood Housing Society Ltd shall provide at least 2 days notice to commence this inspection.

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 information 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 **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.
- 10.5 **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.
- 10.6 **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.
- 10.7 **Company Name** shall ensure that there are appropriate disciplinary procedures within the Human Resources Department for dealing with a Data Security Breach.
- 10.8 **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 Society Ltd must be notified in the event of an information security breach or if they become aware of any unauthorised access, unlawful processing, loss of, damage to or destruction of personal data.
- 10.9 **Company Name** shall have an appropriate security incidence procedure.
- 10.10 **Company Name** shall comply with a formalised security policy and shall ensure compliance is clearly with a particular person or department.
- 10.11 **Company Name** accepts that they comply with obligations as prescribed by the seventh principle of the Data Protection Act of 1998.

11.0 APPOINTMENT OF SUB-CONTRACTORS

- 11.1 **Company Name** shall only authorise a third party or sub-contractor to process personal data at the written consent of Selwood Housing Society Ltd. **Company Name** shall provide full details of the third party to Selwood Housing Society Ltd.
- 11.2 **Company Name** shall ensure that the sub-contractor's agreement is on terms and substantially the same as provided in this Agreement.
- 11.3 The sub-contractor's agreement is terminated immediately on termination of this Agreement for any reason.

12.0 SUBJECT ACCESS REQUESTS

- 12.1 DPA 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.
- 12.2 **Company Name** shall notify Selwood Housing Society Ltd within 2 working days if a request for personal data has been submitted by a Data Subject.
- 12.3 **Company Name** shall assist Selwood Housing Society Ltd and provide full cooperation in the process of responding to any request for personal data made by the Data Subject.
- 12.4 **Company Name** shall not disclose or respond to the Data Subject's request for personal data other than at the request of Selwood Housing Society Ltd.

13.0 RETENTION OF DATA

- 13.1 **Company Name** shall not retain any Personal Data for longer than necessary and if no longer required for the purpose for which it was shared, personal data shall be securely destroyed.

14.0 COMPATIBILITY OF DATA SETS

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

15.0 TRANSFER OF DATA OUTSIDE THE EEA

- 15.1 **Company Name** shall not transfer personal or personal sensitive data outside the EEA without written consent by Selwood Housing Society Ltd. This follows the requirements under Principle 8 of the DPA.

16.0 ASSESSMENT OF THE DATA SHARING AGREEMENT

16.1 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 Society Ltd is {*First Name, Last Name*}.

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

17.0 TERMINATION PROCEDURES

17.1 In the event that both organisations agree to cease data sharing, Selwood Housing Society Ltd shall expect the removal and return of all shared data by *Company Name*. Selwood Housing Society Ltd reserves the right to instruct on a closure date for this relationship and a conclusion date for the removal and return of shared data.

18.0 DISPUTE RESOLUTION

18.1 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.

19.0 INDEMNITY

19.1 *Company Name* indemnifies and shall keep indemnified Selwood Housing Society Ltd against any liability as a result for the breach of this contract.

20.0 LAW

20.1 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 Society Ltd

.....
Authorised Signatory

.....
Print Name

.....
State Position

Company Name

.....
Authorised Signatory

.....
Print Name

.....
State Position