

DATA SHARING AGREEMENT

THIS AGREEMENT is made on _____ date

BETWEEN

1.0 The Parties

1.1 _____ (hereinafter called the “Data Controller”), the one part, and Policy in Practice Ltd of Suite 1.1, Millbank Tower, 21-24 Millbank, London SW1P 4QP of the other part.

2.0 Purpose

2.1 The purpose of the disclosure to Policy in Practice is for them to use the data provided to them by the Data Controller in order to analyse the potential impact of welfare reforms, including changes to the local council tax reduction scheme, and analyse variations in the living standards of low-income residents in the council, delivered in the context of the project which is outlined in Appendix A (“the Purpose”).

2.2 This Agreement sets out the terms and conditions under which Data held by the Data Controller will be disclosed to Policy in Practice. This Agreement is entered into with the purpose of ensuring compliance with the EU General Data Protection Regulation in effect from 25th May 2018 (the “EU GDPR”), and any other applicable laws and regulations in the performance of this Contract. Any processing of data must comply with the provisions of this Regulation. The Data Controller reserves the right to check compliance with this agreement with Policy in Practice.

2.3 The Purpose is consistent with the original purpose of the Data collection.

2.4 The lawful basis for processing stems from the **public task** duty (for analytics services) or the **consent** duty (for calculator services). The legislation supporting the public task duty sits within the Social Security (Information-sharing in relation to Welfare Services etc.) Regulations 2012 which allow local authorities to hold, use and, where appropriate, share revenues and benefits administrative data for the purposes of improving local welfare provision (see legislation Part 3, S5 / S6, S7 and other clauses).

3.0 Definitions

3.1 The following words and phrases used in this Agreement shall have the following meanings except where the context otherwise requires:

3.2 The expressions “Data”, “Data Controller”, “Data Processor”, “Personal Data”, “Sensitive Personal Data”, “Processing”, “Information Commissioner”, “Data Subject Access” have the same meaning as in the EU GDPR.

3.3 “Aggregated Data” means Data grouped together to the extent that no living individual can be identified from that Aggregated Data or any other Data in the possession of, or likely to come into the possession of any person obtaining the Aggregated Data.

- 3.4 The “**Designated Manager**” means _____ on behalf of the Data Controller or other such person as shall be notified to Policy in Practice from time to time.
- 3.5 The “**Project Manager**” means _____ on behalf of Policy in Practice or such other person as shall be notified to the Data Controller from time to time.
- 3.6 “**Government Protective Marking Scheme**” means a scheme for the classification of information.
- 3.7 “**Agreement**” means this data processor agreement together with its Schedules and all other documents attached to or referred to as forming part of this agreement.
- 3.8 “**Confidential Information**” means any information relating to the Data Controller’s customers and prospective customers, current or projected financial or trading situations, business plans, business strategies, developments and all other information relating to the Data Controller’s business affairs including any trade secrets, know-how and any information of a confidential nature imparted by the Data Controller to Policy in Practice during the term of this Agreement or coming into existence as a result of Policy in Practice’s obligations, whether existing in hard copy form or otherwise, and whether disclosed orally or in writing. This definition shall include all Personal Data.
- 3.9 “**Services**” means the services to be provided by Policy in Practice during the term of this Agreement.
- 3.10 Headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, references to clauses and schedules are references to the clauses of and schedules to this Agreement;
- 3.11 Any reference to any enactment or statutory provision shall be deemed to include a reference to such enactment or statute as extended, re-enacted, consolidated, implemented or amended and to any subordinate legislation made under it; and
- 3.12 The word ‘including’ shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word, and the word ‘include’ and its derivatives shall be construed accordingly.
- 4.0 Information provision**
- 4.1 Ownership of the Data shall at all times remain with the Data Controller.
- 5.0 Use, Disclosure and Publication**
- 5.1 The Data will be used solely for the Purpose only.
- 5.2 Subject to Appendix A below, the Data will NOT be matched with any other Personal Data otherwise obtained from the Data Controller, or any other source, unless specifically authorised in writing by the Data Controller.

- 5.3 The Data will NOT be disclosed to any third party without the written authority of the Data Controller.
- 5.4 Access to the Data will be restricted to those employees / associates of Policy in Practice as listed in Appendix B and approved by the Data Controller, directly involved in the processing of the Data in pursuance of the Purpose.
- 5.5 No steps will be taken by Policy in Practice to contact any Data Subject identified in the Data, unless specifically authorised by the Data Controller.

6.0 Data Protection and Human Rights

- 6.1 The use and disclosure of any Personal Data shall be in accordance with the obligations imposed upon the Parties to this Agreement by the EU GDPR and the Human Rights Act 1998 and any other applicable laws and regulations in the performance of this Contract. All relevant codes of practice or data protection operating rules adopted by the Parties will also reflect the data protection practices of each of the parties to this Agreement. Policy in Practice is registered with the Information Commissioner's Office (registration number ZA006797), in place continuously since 2013.
- 6.2 The Parties agree and declare that the information accessed pursuant to this Agreement will be used and processed with regard to the rights and freedoms enshrined within the European Convention on Human Rights. Further, the Parties agree and declare that the provision of information is proportional, having regard to the purposes of the Agreement and the steps taken in respect of maintaining a high degree of security and confidentiality.
- 6.3 The Parties undertake to comply with the provisions of the EU GDPR May 2018 and to notify as required any particulars as may be required to the Information Commissioner.
- 6.4 The receipt by Policy in Practice from any Data Subject of a request to have access to the Data covered by this Agreement, or of any other Data Subject request, must be reported immediately to the person nominated below representing the Data Controller, who will arrange the relevant response to that request.
- 6.5 If any Party receives a request under the subject access provisions of the EU GDPR and personal data is identified as belonging to another Party, the receiving Party will contact the other Party to determine if the latter wishes to claim an exemption under the provisions of the Act.
- 6.6 It is acknowledged that where a Data Controller cannot comply with a request without disclosing information relating to another individual who can be identified from that information, he is not obliged to comply with the request, unless;
- 6.6.1 the other individual has consented to the disclosure of the information to the person making the request; or
 - 6.6.2 it is reasonable in all the circumstances to comply with the request without the consent of the other individual. In determining whether it is reasonable, regard shall be had, in particular, to:-
 - 6.6.2.1 any duty of confidentiality owed to the other individual;

- 6.6.2.2 any steps taken by the data controller with a view to seeking consent of the other individual;
- 6.6.2.3 whether the other individual is capable of giving consent;
- 6.6.2.4 any express refusal of consent by the other individual.

6.7 If any Party receives a request for information under the provisions of the Freedom of Information Act 2000 identified as belonging to another Party, the receiving Party will contact the other Party to determine whether the latter wishes to claim an exemption under the provisions of that Act.

6.8 Where Policy in Practice receives a request for information under the provisions of the Freedom of Information Act 2000 in respect of information provided by or relating to the Data Controller, Policy in Practice will contact the person nominated below to ascertain whether the Data Controller wishes to claim any exemption including the determination of whether or not the Data Controller wishes to issue a response neither to confirm nor deny that information is held.

6.9 Where any Party receives an objection to processing subject request, that Party will contact the person nominated below to ascertain whether or not to comply with that request.

6.10 The following personnel are authorised by the Parties to assume responsibility for data protection compliance, notification, security, confidentiality, audit and co-ordination of subject rights and Freedom of Information:

NOMINATED POST HOLDER	ROLE	ORGANISATION
<u> </u>	Data Controller (nominated representative)	<u> </u> Council
Zoe Charlesworth	Project Manager	Policy in Practice
Deven Ghelani	Data Processor	Policy In Practice

6.11 Policy in Practice shall give reasonable assistance as is necessary to the Data Controller in order to enable him to:

- 6.11.1 Comply with requests from Data Subjects;
- 6.11.2 Respond to Information Notices served upon him by the Information Commissioner;
- 6.11.3 Respond to complaints from Data Subjects;
- 6.11.4 Investigate any breach or alleged breach of the Act;

in accordance with his statutory obligations under the EU GDPR.

6.12 On reasonable notice, periodic checks may be conducted by the Data Controller to confirm compliance with this Agreement.

7.0 Confidentiality

- 7.1 Policy in Practice shall not use or divulge or communicate to any person (other than those whose province it is to know the same for the Purpose, or without the prior written authority of the Data Controller) any Data obtained from the Data Controller, which it shall treat as private and confidential and safeguard accordingly.
- 7.2 Policy in Practice shall ensure that any individuals involved in the Purpose and to whom Data is disclosed under this Agreement are aware of their responsibilities in connection with the use of that Data.
- 7.3 For the avoidance of doubt, the obligations imposed on the Parties by this Agreement shall continue in full force and effect after the expiry or termination of this Agreement until Policy in Practice no longer holds and retains Data relating to the Purpose.
- 7.4 Respect for the privacy of individuals will be afforded at all stages of the Purpose.
- 7.5 The above shall not apply where disclosure of the Data is ordered by a Court of competent jurisdiction, or subject to any exemption under the EU GDPR, where disclosure is required by a law enforcement agency or regulatory body or authority, or is required for the purposes of legal proceedings, in which case Policy in Practice shall immediately notify the Data Controller in writing of any such requirement for disclosure of the Data in order to allow the Data Controller to make representations to the person or body making the requirement.
- 7.6 The restrictions above shall cease to apply to any Data which may come into the public domain other than through unauthorised disclosure by the Parties to the Agreement.

8.0 Retention, Review and Deletion.

- 8.1 Policy in Practice will retain the Data for a period not to exceed 1 year in line with the Data Controller's retention policy, or for the duration of the contract plus six months, or upon the termination or completion of the Purpose (whichever may be longer). Data shall be securely deleted from all physical and electronic storage media.

9.0 Security

- 9.1 Policy in Practice recognises that the Data Controller has obligations relating to the security of Data in his control under the EU GDPR. Policy in Practice will continue to apply those relevant obligations as detailed below on behalf of the Data Controller during the term of this Agreement.
- 9.2 Policy in Practice agrees to apply appropriate security measures to the Data, commensurate with the requirements of principle 6 of the EU GDPR, which states that appropriate technical and organisation measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. In particular, Policy in Practice shall ensure that measures are in place to do everything reasonable to:

- 9.2.1 make accidental compromise or damage unlikely during storage, handling, use, processing transmission or transport;
 - 9.2.2 deter deliberate compromise or opportunist attack, and;
 - 9.2.3 promote discretion in order to avoid unauthorised access;
- 9.3 During the term of this Agreement, The Project Manager shall carry out any checks as are reasonably necessary to ensure that the above arrangements are not compromised.
- 9.4 The Data Controller may wish to undertake suitability checks on any persons having access to council premises and the Data and further reserves the right to issue instructions that particular individuals shall not be able to participate in the Purpose provided reasonable grounds can be shown for this decision. Policy in Practice will ensure that each person who will participate in the Purpose understands this and provides their written consent as necessary.
- 9.5 Policy in Practice will ensure that any personal data accessed is not used other than as identified within this agreement, and that the agreement is complied with.
- 9.6 Policy in Practice will carry out periodic security tests to ensure confidence in the physical and logical integrity of the Data and their systems and provide assurance to the Data Controller.
- 9.7 The Data Controller reserves the right to undertake a review of security provided by any Data Processor and may request reasonable access during normal working hours to the Data Processor premises for this purpose. Failure to provide sufficient guarantees in respect of adequate security measures will result in the termination of this Agreement.
- 9.8 Access to the Data will be confined to authorised persons only. These will be the individuals identified in Appendix B.
- 9.9 Policy in Practice undertakes not to use the services of any sub-contractors in connection with the processing of the Data without the prior written approval of the Data Controller.
- 10.0 Indemnity**
- 10.1 In consideration of the provision of the Data for the Purpose Policy in Practice undertakes to indemnify and keep indemnified the Data Controller against any liability, which may be incurred by the Data Controller as a result of Policy in Practice's breach of this Agreement.
- 10.2 Provided that this indemnity shall not apply:
- 10.2.1 where the liability arises from information supplied by the Data Controller which is shown to have been incomplete or incorrect, unless the Data Controller establishes that the error did not result from any wilful wrongdoing or negligence on his part;
 - 10.2.2 unless the Data Controller notifies Policy in Practice as soon as possible of any action, claim or demand to which this indemnity applies, commits Policy in Practice to deal with the action, claim or demand by settlement or otherwise and renders Policy in Practice all reasonable assistance in so dealing;
 - 10.2.3 to the extent that the Data Controller makes any admission which may be prejudicial to the defence of the action, claim or demand.

11.0 Disputes

11.1 In the event of any dispute or difference arising between the Parties out of this Agreement, the Designated Manager and the Project Manager shall meet in an effort to resolve the dispute or difference in good faith.

11.2 The Parties will, with the help of the Centre for Effective Dispute Resolution, seek to resolve disputes between them by alternative dispute resolution. If the Parties fail to agree within 56 days of the initiation of the alternative dispute resolution procedure, then the Parties shall be at liberty to commence litigation.

12.0 Term, Termination and Variation

12.1 The Data Controller may at any time by notice in writing terminate this Agreement forthwith if Policy in Practice is in material breach of any obligation under this Agreement.

12.2 Either Party may terminate this Agreement by giving 30 days notice in writing to the other Party.

12.3 The Data Controller will have the final decision on any proposed variation to this Agreement. No variation of the Agreement shall be effective unless it is contained in a written instrument signed by both Parties and annexed to this Agreement.

13.0 Miscellaneous

- 13.1 This Agreement acts in fulfilment of part of the responsibilities of the Data Controller as required under the EU GDPR.
- 13.2 This Agreement constitutes the entire agreement between the Parties as regards the subject matter hereof and supersedes all prior oral or written agreements regarding such subject matter.
- 13.3 If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.
- 13.4 The validity, construction and interpretation of the Agreement and any determination of the performance which it requires shall be governed by the Laws of England and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

Signed on behalf of _____ Council:

Name	
Responsibility	
Signature	

Signed of behalf of Policy in Practice:

Name	Deven Ghelani
Responsibility	Director, Policy in Practice Ltd
Signature	

APPENDIX A

The Purpose

1.0 Overview

- 1.1 From the SHBE / CTR and other relevant extracts, as detailed at 2.5 (below) Policy In Practice will:
- 1.1.1 Analyse the impact of welfare reforms, including changes to LCTRS, and Universal Credit on household incomes using all available data.
 - 1.1.2 Build on this analysis as agreed in the project scope (sent separately).

1.2 From anonymised survey data, collected by local authorities using a standard survey template, Policy in Practice will analyse perceptions and awareness of Universal Credit, CTRS and arrears in Wales.

1.3 Policy in Practice is the nominated data processor on behalf of the Welsh Government, for the purposes of collecting, combining and analysing the datasets listed within this Data Sharing Agreement, in compliance with the aforementioned Data Protection regulation (GDPR 2018), and for the purposes laid out in Welsh Government Contract no. C424/2017/2018.

2.0 Household Data set

2.1 The Data Controller holds two different data sets on households receiving benefits. a) The Single Housing Benefit Extract (SHBE) which includes information on all households in receipt of Housing Benefit and is generated each month. B) A data set on households receiving council tax support (i.e. CTR605, HB991).

2.2 The Data Controller will supply Policy in Practice with a version of each data set, extracted on the same date.

2.2.1 Extracting the data is typically straightforward for the relevant person within the councils. Guidance on how to extract the data is detailed below, additional guidance may be provided by Policy in Practice:

2.2.2 The extract will maintain all data fields within the header row, in order to facilitate efficient and accurate processing of the data. Redacted data (where required) will be replaced with null values in the relevant fields by the data controller.

2.3 A complete version of these extracts will be made available to Policy In Practice Ltd in order that individuals are not identifiable. To enable Policy in Practice to undertake their analysis the data provided will include details of where the property is (postcode) and dates of birth and what the particular circumstances of an individual claimant are so that they are able to plot how the changes in the scheme will affect them.

2.4 The following record types from the SHBE/CTR file will be provided:

All record types

- 2.5 For Capita/Academy sites, the following extracts will be provided: HB9803 and HB9991
- 2.6 For Capita/Academy sites, all data from the following fields of both HB9803 and HB9991 extracts will be **blanked out** prior to supplying the files:
Fields 5-7 inclusive
 Field 10
Fields 127-129 inclusive
 Field 212
 Fields 279-283 inclusive
 Fields 288-289 inclusive
 Fields 300-307 inclusive
 Fields 313-314
- For Northgate sites, the SHBE and CTR605 extracts will be provided.
- 2.7 For Northgate sites, all data from the following fields of the SHBE extracts will be **blanked out** prior to supplying the file:
Fields 5-7 inclusive
 Field 10
Fields 127-129 inclusive
 Field 212
 Fields 279-283 inclusive
 Fields 288-289 inclusive
 Fields 300-307 inclusive
 Fields 313-314
- 2.8 For Northgate sites, following extracts as a minimum the following fields of data from the CTR605 file (or Equivalent CTS Data) will be provided:
- recordtype; subrecordtype; claimreference; subrecorddob; ndgrossweeklyincome; ndstatus; ndirbenefit; partnerflag; cldob; clgender; numberofdp; ptdob; ptgender; clcaincome; ptcaincome; clesacincome; ptesacincome; clesairincome; ptesairincome; clesawrincome; ptesawrincome; clesascincome; ptesascincome; clwdpincome; ptwdpincome; clwwpincome; ptwwpincome; clacincome; ptacincome; numberofnd; counciltaxband; weeklytaxliab; cldlacincome; ptdlacincome; cldlacmincome; ptdlacmincome; cldlachincome; ptdlachincome; cldlamincome; ptdlamincome; clcapital; ptcapital; clsdaincome; ptsdaincome; clunearnedincome; ptunearnedincome; clearnedincome; clhoursofremunerativework; ptearnedincome; pthoursofremunerativework; clwtcincome; ptwtcincome; clwtcadd16income; ptwtcadd16income; clwtcadd30income; ptwtcadd30income; clwtcaddincome; ptwtcaddincome; clwtcdincome; ptwtcdincome; weeklyctrawarded; clpostcode; ctrscheme; clisincome; ptisincome; receiveinguc; ndreceiveinguc; disabledtaxband; cljsaiincome; ptjsaiincome; clpcgcincome; ptpcgcincome; clpcscincome; ptpcscincome; clstudentindicator; clothbenexcludecbincome; ptothbenexcludecbincome; clcbincome; ptcbincome; **clnino, ptnino, subrecordnino**
- 2.9 For Civica sites, the SHBE and CTS extracts will be provided.

- 2.10 For Civica sites, all data from the following fields of the SHBE extracts will be **blacked out** prior to supplying the file:
Fields 5-7 inclusive
 Field 10
Fields 127-129 inclusive
 Field 212
 Fields 279-283 inclusive
 Fields 288-289 inclusive
 Fields 300-307 inclusive
 Fields 313-314
- 2.11 For Civica sites, as a minimum the following fields of data from the CTS Data will be provided:
 Claim Number; CTS Award Type; Parish; Ward; Admin Area; Post Code; Pension Age; Start; End; Calc Type; Better Buy; Period Status; Backdated Period; Backdated From; Backdated To; Joint Claim; HB Tenancy Type; HB Pay Group; Actual Band; CTS Band Used; Disabled Band; Daily Liability; Daily Liability Used; Annual Liability; Annual Liability Used; Liability Percent; Single Person Discount; Ctax Person Disregard; Recovery Stage; Ctax Balance; Claimants Hours Worked; Partners Hours Worked; Number of Dependants; Number of Non Dependants; Non-dep dedn; Passported Income; Total Capital; Tarif Income; Total Income; Earned Income; Unearned Income; Income Disregard; Applicable Amount; Personal Allowance; Baby Premium; Bereavement Premium; Carer Premium; Disabled Child Premium; Disability Premium; Enhanced Child Disability Premium; Enhanced Disability Premium; Enhanced Pensioner Premium; ESA Support Component; ESA Work Component; Family Premium; Higher Pensioner Premium; Lone Parent Family Premium; Pensioner Premium; Severe Disability Premium; IB - ESA Transitional Protection; Nil Award Reason; Excess Income; Taper; Sanction; Weekly CTS; Total CTS; 2AR Discount; Protected Category; Restricted Category; Weekly Restriction; Total Restriction; Weekly Local Award; Total Local Award; Total Cts Award.
- 2.12 The Data Controller may at their discretion prefer to convert dates of birth into ages prior to providing the extract.
- 2.13 The Data controller may choose to either share or withhold postcode data within the extract, according to the sign-off given by the Data Controller. Postcode level data will enable Policy in Practice to provide a breakdown of results by geography.
- 2.14 The redacted information will be supplied in respect of a single SHBE extract, this being the extract of the most recent available month.
- 2.15 The data will be made available via a Secure File Transfer site. We use Hightail ([security information](#)) however we can use the council's preferred method of data transfer if required. Policy in Practice will be sent two emails, one email with a username and a second with a password in to retrieve the data.
- 2.16 The data controller may choose to share National Insurance Number within the extract, in which case corresponding fields (highlighted above) will not be redacted. This will be used solely for the purpose of matching between additional datasets (see 2.18) and would be deleted once matching is complete.

- 2.17 The data controller may also wish to share redacted DHP spend information, Council Tax arrears, Council rent arrears and HB overpayment arrears.
- 3.0 **Survey Data set**
- 3.1 Policy in Practice will provide the Data Controller with a standardised online survey template designed in conjunction with the Welsh Government.
- 3.2 The Data Controller may distribute the survey to residents claiming Housing Benefit, Council Tax Reduction and/or Universal Credit in accordance with their own privacy agreement, with additional guidance on recruitment and data collection provided by Policy in Practice.
- 3.3 The Data Controller may supply Policy in Practice with an anonymised version of the survey data, using the secure transfer procedure outlined in 2.16.

ADDITIONAL TERMS

3.0 Overview of information security

- 3.1 In addition to the existing conditions, and for the purpose of clarity, Data will be held on UK-located servers and will not be transferred out of the UK. The Data Controller will be notified in advance of any transfer between countries.
- 3.2 Staff receive training on induction, and this is updated on an annual basis. We are a small team, improvements to how we manage data happen every day and the whole team is updated on a regularly team meeting (fortnightly) and the operations team in a development call (weekly).

4.0 Benchmarking service

- 4.1 We may from time to time use local authority analysis **in aggregate** in order to carry out policy analysis. This analysis has been used to help benchmark the impacts of welfare reforms in one area, against local authority peers, It has also been used to influence national policy, for example in the Lords Debate on proposed changes to Tax Credits.
- 4.2 We ask local authorities before using their data in this way.

If you would prefer we did not use your data to provide you with a (private) benchmark comparing your aggregate figures to those of other participating local authorities, please tick this box .

If you would prefer we did not use aggregate analysis on your data to carry out policy analysis, please tick this box .

APPENDIX B

Provide details of individuals who will have access to the Data.

The following employees and associates of Policy in Practice will have access to the data:

Deven Ghelani, Director of Policy in Practice
Zoe Charlesworth, Policy and Software Manager, Policy in Practice
Tom Burnell-Nugent, Client Services Manager, Policy in Practice
Giovanni Tonutti, Senior Analyst, Policy in Practice
Juan Alvarez Vilanova, Analyst, Policy in Practice
Terrin Mathew, Analyst, Policy in Practice
Ben Fell, Analyst, Policy in Practice
Megan Mclean, Analyst, Policy in Practice

Policy in Practice may work with associates or subcontractors from time to time.

The Data Controller will be notified if any associates or subcontractors are required to have access to the data. Associates and subcontractors are required to sign a separate contractor / processor contract, meaning that they are subject to the same contractual and legislative obligations as the Data Controller and Data Processor.