

# **Data Sharing Agreement**

**Between**

**Bron Afon Community Housing Ltd**

**And**

**Contractor Ltd**

**This Agreement is made on the XX XXXXXXXX 2025**

**Between:**

1. Bron Afon Community Housing Ltd a company registered in England and Wales with registration number 30235R and whose registered office is at Ty Bron Afon, William Brown Close, Llantarnam Industrial Park, Cwmbran, NP44 3AB (**'the Contracting Authority'**)
2. Contractor Ltd a company registered in England and Wales with registration number XXXXXXXX and whose registered office is at XXXXX (**'the Provider'**)

Each of the above named is a **'a party'** and together **'the Parties'**.

**Whereas:**

- A. The Provider is a company contracted to provide external building work services to the Contracting Authority.
- B. The Contracting Authority has commissioned the services of the Provider and entered into a Contract for the Services on XX XXXXXXXX 2025
- C. The Services necessarily involve the sharing of Data (as defined below) and the Parties have agreed to enter this Data Sharing Agreement to safeguard the Data and facilitate the compliance by the Provider and Contracting Authorities with its obligations under Data Protection Legislation.

**Operative Provisions:**

**1. Definitions And Interpretation**

- 1.1 In this Agreement, unless the context otherwise requires the following words shall have the following meanings:

"Contract"	means as described in <b>Schedule 1</b> ;
"Destruction Period"	means the period set out in <b>Schedule 1</b> ;
"DPA"	means the Data Protection Act 2018 as amended or replaced from time to time;
"Data"	means the Personal Data as described in <b>Schedule 1</b> ;

"Data Protection Authority"	means the United Kingdom regulator responsible for enforcement of the Data Protection Legislation from time to time, currently the Information Commissioner's Office;
"Data Protection Legislation"	means all data protection and privacy laws applicable to the processing of the Data by or on behalf of the Contracting Authorities and the Provider which is processed pursuant to this Data Processing Agreement, Regulation (EU) 2016/679 (General Data Protection Regulation), as implemented by the DPA or equivalent local laws, all regulations made pursuant to and in relation to such legislation including the Privacy and Electronic Communications (EC Directive) Regulations 2003 (updated 17 <sup>th</sup> December 2018), together with all codes of practice and other guidance on the foregoing issued by the Data Protection Authority, all as amended or replaced from time to time;
"Data Subject"	means the customer (namely, tenant, leaseholder or service user) that has a contractual agreement with the Contracting Authority.
"GDPR"	means the General Data Protection Regulation.
ICO	means the Information Commissioners Office.
"Personal and Special Category Data"	means Personal Data as defined in the DPA;
"processing"	means any use of or processing applied to any Personal Data and includes "process" or "processing" as defined in the DPA. For the avoidance of doubt, this includes, without limitation, storing, accessing, reading, using, copying, printing, revising, deleting, disclosing, transferring or otherwise using Personal Data;
"the Services"	means the Services as described in <b>Schedule 1</b> ;

"Security Measures"	means the measures set out in <b>Schedule 2</b> ;
"Sub-contractor"	means any agent, sub-contractor or other independent contractor used by the Provider to assist it to deliver the Services and/or perform the Contract;
"Subject Access Request"	means a request from a Data Subject to the Provider or the Contracting Authority for information held by then. Information must be provided within 30 days and is not chargeable from the 25 <sup>th</sup> May 2018.
"Term"	means the term set out in <b>Schedule 1</b> ; and
"Working Day"	means Monday to Friday (excluding bank and public holidays in England and Wales) inclusive.

- 1.2 In this Agreement the masculine includes the feminine and the neuter and the singular includes the plural and vice versa.
- 1.3 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended and as in force at the relevant time.
- 1.4 A reference to any document shall be construed as a reference to the document as at the date of execution of this Agreement.
- 1.5 Each Party shall comply with any express obligation in this Agreement to comply with any document, statute, enactment, order, regulation or other similar instrument that is referred to in this Agreement.
- 1.6 References to any act or omission or breach or non-compliance by or on the part of the Provider shall be deemed to include a reference to any act, omission, breach or non-compliance by of any sub-contractor appointed by the Provider.
- 1.7 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

## 2. Legal Basis For Sharing

- 2.1 There is no statutory requirement for data sharing agreements but the Information Commissioner's Office has advised that such arrangements should be in place to formalise the conditions for the exchange of personal data. To that end the ICO published a formal Code of Practice on how this can be effectively.

- 2.2 In light of the changes within the General Data Protection Regulations, commencing on the 25th May 2018, this data sharing agreement follows the new principles.

### **3. Purpose**

- 3.1 This agreement will set out the roles and responsibilities of the Provider and the Contracting Authority in regards to the sharing of data relating to customers within properties owned by the Contracting Authority.
- 3.2 The purpose of this agreement is to meet the responsibilities of the partner organisations in relation to the Data Protection Act. The Contracting Authority acts as Data Controller for some data for which the Provider then acts as joint Data Controller for information collected and passed on and as a Data Processor where information is checked but not used. This document establishes the data sharing agreements between these bodies.
- 3.3 In addition this agreement enhances the ability of the Provider and Contracting Authority to share information that would aid and benefit customers receive the Services as identified in the Contract.

### **4. Provider's Obligations**

- 4.1 The Provider will protect Personal and Special Category Information once received from the Contracting Authority using appropriate systems that can only be accessed by the Provider personnel.
- 4.2 The Provider will share information with the Contracting Authority directly into the Contracting Authority's Customer Relationship Management system. Alternatively information will be transferred using an encrypted data format. This can be in the form of password protected documents or secure data transfer (e.g. Egress).
- 4.3 The Provider will respond to Subject Access Requests in relation to data held on the system by the Provider. This may include information provided from the Contracting Authority. Where the correspondence clearly mentions any reference to the Contracting Authority, the Provider will make every effort to inform the main contact for the Contracting Authority that this information will be provided so that the Contracting Authority can be aware of any concerns. The Provider is not at liberty to inform the Contracting Authority of information that is only pertinent between the Provider and Subject.
- 4.4 The Provider will ensure that all information held on previous tenants of the Contracting Authority will be deleted, up to a maximum of six years after the tenancy has ended.

- 4.5 The Provider will promptly provide on request such information and assistance as is reasonably necessary to enable the Contracting Authority to satisfy itself of the Provider's compliance with this clause 4. The Provider will allow Contracting Authority, its employees and authorised agents or advisors reasonable access to any relevant premises, equipment and records to the extent involved in processing Data on reasonable prior written notice to inspect compliance with this clause 4.
- 4.6 The Provider will not use the Data provided by the Contracting Authority for any other reasons than to meet the obligations as set out in the main contract.
- 4.7 The Provider will obtain the prior written consent from the Contracting Authority in order to transfer the data to any sub-contractors for the provision of the Services or the performance of any of the obligations of the Provider under this Agreement.
- 4.7.1 Where The Provider wishes to appoint a sub-contractor to assist it in providing the Services and performing its obligations under this Agreement and such assistance includes the processing of the Data on behalf of the Contracting Authority, then any such appointment shall not be made unless and until the proposed sub-contractor has entered into a written contract (on terms satisfactory to the Contracting Authority) with the Provider in terms of which such sub-contractor agrees to be governed by the same terms with respect to data protection requirements as are set out in this contract and placed upon the Provider;
- 4.8 For the avoidance of doubt, it is expressly agreed that the Provider shall not be entitled to exercise any lien or purported lien over any information, documents, other records, or any Data held by or for it belonging to the Contracting Authority or otherwise relating in any way to the provision of the Services.

## **5. Contracting Authority's Obligations**

- 5.1 The Contracting Authority will protect Personal and Special Category Information once received from the Provider using appropriate systems that can only be accessed by the Contracting Authority's personnel.
- 5.2 The Contracting Authority will share information with the Provider using an encrypted data format. This can be in the form of password protected documents or secure data transfer (e.g. Egress).
- 5.3 The Contracting Authority will respond to Subject Access Requests in relation to data held on the system by the Contracting Authority. This may include information provided from the Provider. Where the correspondence clearly mentions any reference to the Provider the Contracting Authority will make every effort to inform the main contact for the Provider that this information will be provided so that the Provider can be aware of any concerns. The

Contracting Authority is not at liberty to inform the Provider of information that is only pertinent between the Contracting Authority and Subject (for example, the Subjects tenancy).

- 5.4 The Contracting Authority will ensure that all information held on previous tenants of the Provider will be deleted, up to a maximum of six years after the tenancy has ended.
- 5.5 The Contracting Authority will promptly provide on request such information and assistance as is reasonably necessary to enable the Provider to satisfy itself of the Contracting Authority's compliance with this clause 5.

## **6. Data Breaches**

- 6.1 In the event of Personal or Special Category Information being breached, the following protocol will be carried out by the partner where the breach occurred. This breach procedure follows the new guidance under the GDPR.
- 6.1.1 Within 48 hours of the breach being identified the organisation where the data was breached will inform the ICO and where this is relevant, the organisation will also contact the other Party.
- 6.1.2 The Contracting Authority and the Provider will have internal processes for dealing with data breaches in line with DPA 2018, GDPR and Data protection guidelines.
- 6.1.3 Where the Contracting Authority or the Provider identifies potential or actual damage to a Data Subject the responsible party will ensure all necessary steps are undertaken to remedy the situation and where necessary inform the Data Subject(s). The responsible party will also inform the other party within five working days of the action taken and recommended action of the other party.
- 6.1.4 The organisation where the breach occurred will ensure a 'lessons learnt' exercise occurs within ten working days of the resolution of the breach and this is shared with the other concerned party to provide assurance and to implement practice / process changes as identified.

## **7. Joint Responsibilities**

- 7.1 The Provider and the Contracting Authority agree that they will:
- only process the Data to the extent necessary to perform its obligations under the Contract;
  - will ensure all Data and data inputted or recorded is accurate and up to date;
  - not pass Data to any third party without first obtaining the other parties consent in writing (except for Subject Access Requests);
  - keep Data confidential;

- ensure that the Data will only be accessible to and processed by the Provider and the Contracting Authority's employees and/or any other authorised individuals to the extent they need to know or require access for the purposes of properly performing their duties in relation to the Services and who:
- understand the confidentiality of the Data and the Provider's and Contracting Authority's obligations under this Data Sharing Agreement;
- are contractually bound to maintain the confidentiality of the Data; and
- will ensure that the Data is not processed in a manner incompatible with the requirements of this clause 5 and 6; and
- not cause the Provider or the Contracting Authority to be in breach of any part of the Data Protection Legislation whether by reason of an act or omission by it, or any of its directors, officers, staff or employees.

7.2 The Provider and the Contracting Authority warrant and undertake on a continuing basis that they will:

- put in place and maintain appropriate technical and organisational measures against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access to the Data (including, without limitation the measures set out in Schedule 2); and
- take reasonable steps to ensure the reliability of the personnel who have access to Data

## **8. Privacy Notices**

8.1 The Contracting Authority and the Provider must notify Data Subjects that their personal data may be shared within a Privacy Notice.

8.2 The personal and special category data will only be processed if a condition from Schedule 2 and a condition from Schedule 3 of the Data Protection Act 2018 are met. The Contracting Authority and the Provider will use the data to ensure that all customer can receive the service commissioned as outlined by the contract.

## **9. Designated Officers**

9.1 Each Party will confirm which individuals ("designated officers") are authorised contacts and ensure that any change is notified promptly to enable records to be kept up to date.

9.2 Each Party will ensure that all of its designated officers are fully conversant with the provisions of this protocol and Data Protection principles.



- 9.3 Each Party will keep adequate records to ensure ease of administration, covering all aspects and documentation of the data sharing process. This information will be accurate and up to date. The information held will be reviewed with other Partners by arrangement each year.

Executed and Delivered as a Deed by  
Bron Afon Community Housing Ltd  
acting by

[ name ]

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Signature of Director

a director, in the presence of

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Signature of Witness

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Name of witness

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Address of witness

Executed and Delivered as a Deed by  
Contractor m Ltd acting by

[ name ]

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Signature of Director

a director, in the presence of

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Signature of Witness

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Name of witness

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Address of witness

## **Schedule 1**

### **Data Sharing**

1. **The Contract** means contract between the Parties of even date for the provision of the Services by CONTRACTING AUTHORITIES to PROVIDER during the Term.
2. **The Data** means information shared between the Provider to the Contracting Authority for the purposes of the Contract and in line with all applicable Legislation and Regulations, including but not limited to:
  - customer names;
  - contact details;
  - property reference/account numbers;
  - details of repairs;
  - details of Anti-social behaviour complaints;
  - details of community or communal space issues;
  - information on compliance including fire risk.
  - referral information to inform the Contracting Authority of follow up for support, housing management or membership.
3. **The Services** means the service contracted by the Contracting Authority as outlined in the main contact.
4. **The Term** means the term of the Contract for the provision of the Services as described in the main contact.
5. **The Destruction Period** means six (6) years from the date the Data Subject leaves the tenancy of the Contracting Authority.

## **Schedule 2**

### **Security Measures**

Pursuant to its obligations in clause 4 and 5 of this Data Sharing Agreement, the Provider and the Contracting Authority must comply with the following minimum standards in respect of any sharing (including access to or use) of the Data pursuant to this Data Sharing Agreement:

- All data to be stored on system(s) protected by individual user IDs and passwords and access to be limited to named individuals only.
- All systems upon which the data is stored or that it transits to be both logically, technically and physically secure to recognised industry best practice standards.
- All system on which the data is stored to be correctly patched on an ongoing basis to the manufacturers recommended current levels to ensure security.
- All machines on which Data is stored or processed to be equipped with suitable malware and antivirus protection
- All systems on which the Data is stored to be protected from direct internet access by a firewall configured to professional best practice.
- Any wireless network, which can be used to access the Data to be password protected and secure.
- All Data to be protected in transit across the Internet, preferably by encryption using a standard encryption methodology, EG PGP, DES3 or similar. Transfer of Data to USB memory sticks or other removable media is prohibited
- Any laptop, tablet, phone or other portable device used to store Data must have its internal memory and/or disk storage encrypted.
- No Personal or Special Category Data within the Data to be sent by email or email attachment without appropriate encryption.
- Any loss, corruption, destruction, security breach, unauthorised access or release of Data to unauthorised personnel or the public domain must be immediately reported to the Provider or the Contracting Authority.

It is agreed that the Security Measures applied to the Data should reflect:

- the level of harm, damage and/or distress that might be suffered by a Data
- Subject to whom the Data relates as a result of a breach of these obligations, particularly where such breach would be likely to result in damage or distress to the Data Subject;
- standards and requirements under Data Protection Legislation applicable to the Provide and the Contracting Authority in respect of the Data; and
- state of the art available technology and equipment but bearing in mind commercially reasonable industry standards.