



Schedule 2 – Data Sharing Agreement for Third Party Controllers

This Data Sharing Agreement is

dated DAY MONTH YEAR

and made between

London & Quadrant Housing Trust (“the Trust” / “the Landlord”) (Data Discloser) a registered society as defined in section 1 of the Co-operative and Community Benefit Societies Act 2014 (30441R) whose registered office is 29-35 West Ham Lane Stratford London E15 4PH and/or any of subsidiary companies and data discloser of the Trust.

The Trust is an exempt charity and a registered provider of social housing under the Housing and Regeneration Act 2008 (Registration number L4517)

and

L&Q Living Limited a subsidiary of London & Quadrant Housing Trust and a registered society as defined in section 1 of the Co-operative and Community Benefit Societies Act 2014 (27902R) whose registered office is 29-35 West Ham Lane Stratford London E15 4PH. L&Q Living is a specialist care and support provider registered with the Care Quality Commission.

L&Q Living acts as managing agent on behalf of the Trust and has all the rights and obligations of the Trust as set out in this Agreement. References to “the Trust” and “the Landlord” in this Agreement shall be read as including L&Q Living which is authorised by the Trust to manage the operation of this Agreement in the Trust’s name.

and

[] (“the Agent”) (Data Receiver) incorporated and registered in England and Wales with company number [] whose registered office is at []

This Contract comes into effect on DAY MONTH YEAR (“the Effective Date”).



1. Under this agreement;

- a. The Data Discloser agrees to share the Shared Personal Data with the Data Receiver in the United Kingdom on terms set out in this Agreement.
- b. The Data Receiver agrees to use the Shared Personal Data within the United Kingdom on the terms set out in this Agreement.
- c. This is a free-standing Agreement that does not incorporate commercial business terms established by the Trust or the Agent under separate commercial arrangements.

Agreed Terms

2. Definitions and interpretation

(a) Definitions

In this Agreement the following definitions and interpretations apply:

“Agreement” means this Agreement, which is a free-standing Agreement that does not incorporate commercial business terms established by the Trust or the Agent under separate commercial arrangements.

“Effective Date” is the date on which this contract starts.

“Agreed Purpose” has the meaning given to it in clause 3 of this agreement.

“Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Process” and **“Processing”** shall have the meaning prescribed under the Data Protection Act 1998 (DPA) and, from 25 May 2018, the General Data Protection Regulation 2016/679 (EU) (the **GDPR**). References in this agreement to the **Data Protection legislation** shall be references to the DPA, GDPR or such other domestic legislation



that supplements and/or implements the GDPR as appropriate and to any associated guidance and Codes of Practice as issues by the ICO from time to time.

“Data Subject’s Rights” means any request exercising rights under the Data Protection Legislation including Sections 7, 10, 11, or 12 of the DPA or Chapter III of the GDPR.

“Deletion procedure” has the meaning given to it in clause 9 of this agreement.

“ICO” means the Information Commissioner’s Office, being the relevant data protection authority for the purposes of this agreement.

“Shared Personal Data” means the personal data and sensitive personal data to be shared between the parties under clause 5 of this Agreement.

“Occupancy Agreement” means an Occupancy Agreement entered into by Data Subjects.

“Term” means the period from the effective date of this Agreement to a specified data as agreed between the Trust and the Agent in writing.

(b) Interpretations

Words importing the singular shall where appropriate include the plural and vice versa and words importing the masculine shall where appropriate include the feminine and vice versa. References to any legislative provisions shall be deemed to include references to any further legislation for the time being in force replacing amending or supplementing it together with all other regulations directions conditions circulars or consents made or given under it or deriving validity from it and any relevant decisions of courts of competent jurisdiction. The headings in this Agreement are for information only and do not form part of or affect the construction of this Agreement.



All references to clauses refer to clauses in this Agreement.

Any words following the terms including, include, or for example any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

A reference to writing or written includes letters, email and fax.

3. The Purpose and Aims

- a. The purpose of this Agreement is to set out the framework for the sharing of Personal Data between the parties as Data Controllers. It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.
- b. The parties consider this Data Sharing Agreement necessary as the parties are processing personal data and have arising obligations in relation to the protection and use of this personal data.
- c. The aim of this Agreement is to:
 - i. Ensure both parties are appropriately protected and able to share personal data in accordance with existing legislation and regulation.
 - ii. Ensure the parties agree to process shared personal information in order to fulfil their obligations under the Trust's Housing Management Contracts, Interim Access Agreements, and Access Agreements.
 - iii. Ensure the parties agree to only process shared personal data, as described in clause 5 for the purposes of delivering effective housing management service, not exclusively but including in the management of Occupancy Agreements, Anti-Social Behaviour and in the protection of residents and staff members.



iv. The parties shall not process shared personal data in a way that is incompatible with the purposes described in this clause (the **Agreed Purpose**)

d. Each party shall appoint a single point of contact who will work together to reach an agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the Data Sharing Agreement. The points of contact will be designated by each party.

4. Compliance with Data Protection Laws

a. Each party shall comply with any notification requirements under the Data Protection Legislation and will duly observe all of their obligations under the Data Protection Legislation during the Term of this Agreement.

b. Each party warrants and represents that it has obtained all necessary registrations, notifications and consents required by the Data Protection Legislation by the time that the data sharing is expected to commence which covers the intended data sharing pursuant to this Agreement, unless an exemption applies.

c. Each party shall process the shared personal data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its personal data processing operations.

5. Shared Personal Data

a. The following types of personal data will be shared with the Data Processor during the Term of this Agreement:

b. All data required for the purposes of letting, managing and terminating Occupancy Agreements including but not limited to sensitive data such as; Names, addresses, tenancy details, images, racial or ethnic origin, political opinions, religious or other beliefs of a similar nature, physical or mental health or condition, gender, sexual



orientation, the commission or alleged commission by the Data Subject (or an associate of the Data Subject) of any offence, any proceedings for any offence committed or alleged to have been committed by the Data Subject, the disposal of such proceedings or the sentence of any court in such proceedings, biometric or generic data.

- c. The shared personal data must not be irrelevant or excessive with regard to the Agreed Purpose.

6. Fair and Lawful Processing

- a. Each party shall ensure that it processes the shared personal data fairly and lawfully in accordance with the Data Protection Legislation during the Term of this Agreement.

- b. The Data Discloser shall, in respect of shared personal data, ensure that their privacy notices are clear and provide sufficient information to the Data Subjects, in

accordance with the Data Protection legislation, for them to understand what of their personal data the Data Discloser is sharing with the Data Receiver, the circumstances in which it will be shared, the purpose for the data sharing and either the identity of the Data Receiver or a description of the type of organisation that will receive the personal data.

- c. The Data Receiver undertakes to inform the Data Subjects, in accordance with the Data Protection Legislation, of the purpose for which it will process their personal data and provide all of the information that it must provide, in accordance with its own applicable laws, to ensure that the Data Subjects understand how their personal data will be processed by the Data Receiver.



7. Data Subject's Rights

- a. Each party's designated single points of contact are responsible for maintaining a record of individual requests to exercise the Data Subject's rights, the decisions made and any information that was exchanged. Records must include copies of the request, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.
- b. The parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with Data Subject's rights and to respond to any other queries or complaints from Data Subjects.

8. Data Retention

- a. The Data Receiver shall not retain or process shared personal data for longer than is necessary to carry out the agreed purposes. Notwithstanding clause 8 (a), parties shall continue to retain shared personal data in accordance with any statutory or professional retention periods provided always that the parties ensure compliance with the Data Protection Legislation.

9. Data Deletion

- a. The Data Receiver shall ensure that any shared personal data are returned to the Data Discloser or securely destroyed in accordance with the agreed deletion procedure set out in this Agreement in the following circumstances; either upon termination of the Agreement or once the Processing of the shared personal data is no longer necessary for the agreed purpose.
- b. All computer equipment (excluding computer screens) must be assumed to contain personal or confidential data and be treated as such. In accordance with the Waste Electrical and Electronic Equipment Regulations (EU 2002/96/EC) (WEEE) directive regarding disposal of electrical and electronic equipment, use of a WEEE accredited



company to dispose of IT equipment used for the agreed purposes is required. Certificated of destruction must be kept on file for at least two years should the Data Controller require access to review these certificates for auditing purposes.

- c. Confidential information is any shared personal data or information relating to the Data Controller activities or involvement relating to this Agreement. When confidential paperwork is no longer needed, it must be securely destroyed.
- d. Once confidential waste is destroyed a Certificate of Destruction should be retained for at least two years and provided to the Data Controller as required for auditing purposes.

10. When not to Destroy Documents

- a. Documents may need to be kept for a specified period for legal or operational reasons. Details of these periods can be found in the Data Controller's retention policy. Documents should not be destroyed sooner than specified in the policy.
- b. Documents should also not be destroyed in the following circumstances;
 - i. Where a subject access request has been made, no documents relation to the individual who has made the request should be destroyed or altered unless this is part of a normal process of updating documents or destroying documents in accordance with the Data Controller's retention policy.
 - ii. Where documents relate to a person or property connected to a legal case, advice should be sought from the Data Controller.



11. Security and Training

- a. Having regard to the state of technological development and the cost of implementing such measures, the parties have in place appropriate technical and organisational security measures in order to;
 - i. Prevent unauthorised or unlawful processing of the shared personal data and the accidental loss or destruction of, or damage to, the shared personal data.
 - ii. Ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and to the nature of the shared personal data to be protected.
 - iii. It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the shared personal data in accordance with the technical and organisational security measures together with the Data Protection Legislation.

12. Data Security Breaches and Reporting Procedures

- a. The parties each have in place their own guidance that must be followed in the event of becoming aware of any unauthorised or unlawful processing, accidental alteration, loss, destruction or disclosure of, or damage or access to the shared personal data.
- b. Each party is under strict obligation to notify any potential or actual breach of the shared personal data to each and every single point of contact as soon as possible and, in any event, within 24 hours of identification of any potential or actual loss to enable the parties to consider what action is required in order to resolve the issue in accordance with the Data Protection legislation.
- c. The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any such event in an expeditious and compliant manner, and liaise with the ICO and/or notify the Data Subject as required.



13. Review and Termination of Agreement

- a. This Agreement shall be reviewed in accordance with Government Legislation, Regulations or review of The Trust's Housing Management Contract, Interim Access Agreement or Access Agreement, having consideration for the aims and purposes set out in clause 3 of this Agreement.

- b. In undertaking a review of this Agreement the following may be considered;
 - i. The effectiveness of this Agreement;
 - ii. Assessing whether the purposes for which the shared personal data is being processed are still the ones listed in clause 5 of this Agreement;
 - iii. Assessing whether the shared personal data is still as listed in clause 5 of this Agreement;
 - iv. Assessing whether the legal framework governing data quality, retention and Data Subject's rights are being complied with;
 - v. Assessing if any personal data breaches, involving the shared personal data, have been handled in accordance with this Agreement and the applicable legal framework.

- c. Each party reserves its rights to inspect the other party's arrangements for the processing of shared personal data and to invoke terms and conditions of the Trust's Housing Management Contract, Interim Access Agreement or Access Agreement where it considers that the other party is not processing the shared personal data in accordance with this agreement.

14. Resolution of Disputes with Data Subjects or the Data Protection Authority

- a. In the event of a dispute, investigation or claim brought by a Data Subject or the ICO concerning the processing of shared personal data against either or both parties, the parties will inform each other about any such event, and will cooperate with a view to settling them amicably in a timely fashion.



- b. Each party shall abide by a decision of a competent court of the Data Discloser's country of establishment or of the Data Protection Authority which is final and against which no further appeal is possible.

15. Warranties

- a. Each party warrants and undertakes that it will:
 - i. Process the shared personal data in compliance with this Agreement and the Data Protection legislation;
 - ii. Make available upon request to the Data Subjects a copy or summary of this Agreement, in accordance with the Data Protection Legislation;
 - iii. Respond within a reasonable time and as far as reasonably possible to enquiries from the ICO in relation to the shared personal data.
- b. The Data Discloser warrants and undertakes that it will ensure that the shared personal data are accurate.
- c. The Data Recipient warrants and undertakes that it will not disclose or transfer shared personal data outside of the United Kingdom, other than to statutory or governing bodies with a legitimate business purpose to have such shared personal data.
- d. Except as expressly stated in this Agreement, all warranties, condition and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

16. Indemnity

- a. The parties shall indemnify and keep the other indemnified against all actions, claims, demands, proceedings, damages, costs, charges and expenses (including reasonable legal expenses) whatsoever in respect of any breach of this agreement.



17. Allocation of Cost

- a. Each party shall perform its obligations under this agreement at its own cost.

18. Third Party Rights

- a. No one other than a party to this agreement, shall have any right to enforce any of its terms.

19. Direct Marketing

- a. If the Data Receiver processes the shared data for the purposes of direct marketing, each party shall ensure that;
 - i. Effective procedures are in place to allow the Data Subject to “opt out” from having their shared personal data used for such direct marketing purposes.
 - ii. The appropriate and explicit consent has been obtained from the relevant Data Subjects to allow the shared data to be used for the purposes of direct marketing in compliance with the Data Protection legislation.

20. Variation

- a. No variation of this Agreement shall be effective unless it is as a result of a review of this Agreement as set out in clause 13 of this Agreement.

21. Waiver

- a. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.



22. Severance

- a. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

- b. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

23. Changes to the Applicable Law

- a. In case the applicable data protection and ancillary laws change in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the parties agree that the single points of contact will negotiate in good faith to review the Agreement in light of the new Legislation.

24. No Partnership or Agency

- a. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

- b. Each party confirms it is acting on its own behalf and not for the benefit of any other person.



25. Entire Agreement

- a. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous data sharing arrangements or agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- b. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- c. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in this Agreement.

26. Force Majeure

- a. Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed or the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues beyond an agreed and specified date then either party may exercise the terms and conditions of the Trust's Housing Management, Interim Access Agreement or Access Agreement in order to resolve the breach or non-performance.



27. Rights and Remedies

- a. Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

28. Notice

- a. Any notice given to a party under or in connection with this Agreement shall be in accordance with the terms and conditions set out in the Trust's Housing Management, Interim Access or Access Agreements.

29. Governing Law

- a. This Agreement and any dispute or claim (including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

30. Jurisdiction

- a. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including no-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.



This Agreement has been entered into on the date stated at the beginning of it.

Signed on behalf of the Trust by

Position in organisation

Dated

Signed on behalf of the Agent

Position in organisation

Dated
