

Cabinet

Background Papers

Date: **Thursday 25 May 2023**

KEY 9. 2-year Social Housing Decarbonisation Fund Wave 2.1 Programme
(Pages 3 - 26)

Background paper to the report of the Corporate Director of Place and the Divisional Director of Housing.

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Data Sharing Agreement (DSA) - Amended

Social Housing Decarbonisation Fund (SHDF) – Wave 2.1

Between the Secretary of State for Business, Energy & Industrial
Strategy (BEIS)

and

London Borough of Harrow

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Glossary of key terms

In this Data Sharing Agreement (DSA) the following words and phrases will have the following meanings:

Term	Explanation
“Authority”	means BEIS and any BEIS delivery agent, BEIS delivery partner, or other contractor or organisation appointed by BEIS to act on its behalf in connection with delivering SHDF – Wave 2.1
“BEIS”	means the Department for Business, Energy & Industrial Strategy
“Consortium”	means a group of local authorities, housing associations and/or private companies working together to deliver SHDF – Wave 2.1 under the GFA
“Controller”	has the meanings set out in Article 4 of the UK GDPR
“Data Subject”	has the meanings set out in Article 4 of the UK GDPR
“Digitalisation Uplift”	means a type of funding received under SHDF - Wave 2.1 by some Grant Recipients to help fund measures which support the digitalisation of retrofit
“DPA”	means the Data Protection Act 2018
“DSA”	means Data Sharing Agreement
“FoIA”	means the Freedom of Information Act 2000
“Funded Activities”	has the meaning given in the GFA
“Funding Period”	has the meaning given in the GFA
“GFA”	means the SHDF – Wave 2.1 Grant Funding Agreement between BEIS and the Grant Recipient
“Government Social Research Publication Protocol”	are the principles for the publication of all government social research that is not regulated by the UK Statistics Authority
“Grant Recipient”	means the lead applicant signing this DSA: London Borough of Harrow
“Partners”	means partners to this Agreement, namely the Secretary of State for Business, Energy & Industrial Strategy and the Grant Recipient
“Personal data”	has the meanings set out in Article 4 of the UK GDPR
“Processing”	has the meanings set out in Article 4 of the UK GDPR
“Processor”	has the meanings set out in Article 4 of the UK GDPR
“SHDF”	means Social Housing Decarbonisation Fund
“SHDF – Wave 2.1”	means Wave 2.1 of the Social Housing Decarbonisation Fund
“SHDF – Wave 2.1 Data”	is the overarching term for the data shared by the Grant Recipient with the Authority and encompasses SHDF – Wave 2.1 Performance Monitoring Data, SHDF – Wave 2.1 Scheme Delivery Data, and SHDF – Wave 2.1 Fraud and Non-Compliance Data
“SHDF – Wave 2.1 Fraud and Non-Compliance Data”	has the meaning set out in paragraph 15 of this DSA
“SHDF – Wave 2.1 Funding Duplication Data”	has the meaning set out in paragraph 17 of this DSA
“SHDF – Wave 2.1 Performance Monitoring Data”	has the meaning set out in paragraph 13 of this DSA
“SHDF – Wave 2.1 Research Data”	means data which is collected for the Evaluation of SHDF on a consent-only basis from research participants. Participants will be

	contacted using SHDF – Wave 2.1 Data on a public task legal basis. The meaning is further outlined in paragraph 7 of this DSA
“SHDF – Wave 2.1 Scheme Delivery Data”	has the meaning set out in paragraph 14 of this DSA
“Special Category Data”	means the types of data listed in Article 9(1) of the UK GDPR
“Code of Practice for Official Statistics”	means the Code of Practice for Official Statistics edition 2.0 (February 2018) published by the UK Statistics Authority
“UK GDPR”	means UK - General Data Protection Regulation (EU 2016/679), as retained in UK law and tailored by the Data Protection Act 2018

Introduction

1. This Data Sharing Agreement (DSA) sets out the data sharing arrangements between the Grant Recipient and the Authority in relation to Wave 2.1 of the Social Housing Decarbonisation Fund (SHDF – Wave 2.1). It covers personal data shared by the Grant Recipient with the Authority and by the Authority with the Grant Recipient.
2. SHDF – Wave 2.1 is supported by grant funding to the Grant Recipient from the Authority in accordance with the SHDF – Wave 2.1 Grant Funding Agreement (GFA).
3. The primary purpose of SHDF – Wave 2.1 is to improve the energy performance of social housing stock. The Grant Recipient has committed to spend the grant on Funded Activities to raise the energy performance of low EPC (Energy Performance Certificate) rated properties, particularly those properties with the worst energy performance. The Grant Recipient aims to improve the energy performance of homes to EPC Band C, to take homes out of fuel poverty and deliver progress towards the UK's commitment to Net Zero by 2050. The entire SHDF programme seeks to raise the energy performance of as many of the 1.4m social homes below EPC Band C, as possible.
4. By signing this DSA, in so far as it is possible to do so in accordance with the Data Protection Act 2018 (DPA) and UK GDPR, the Grant Recipient agrees to collect and process data (defined below as “**SHDF – Wave 2.1 Data**”) necessary for the Authority's delivery, performance management, official reporting, and evaluation of SHDF – Wave 2.1, in a way which:
 - a. allows SHDF – Wave 2.1 Data to be shared with the Authority's research and evaluation partners
 - b. allows the Authority to process it for delivery, administrative, research and statistical purposes, provided that the Authority always complies with the provisions of the DPA and UK GDPR
5. As per paragraph 7.7 of the GFA, the Grant Recipient will provide a monthly report to the Authority on or before the 10th working day of each month. The monthly report contains SHDF – Wave 2.1 Data, which includes personal data and is shared by the Grant Recipient with the Authority on the legal basis of public task (UK GDPR Article 6(1)e).
6. SHDF – Wave 2.1 funding cannot be blended with other government schemes such as ECO or the Home Upgrade Grant for the same individual measure. The Authority may undertake data matching between SHDF – Wave 2.1 Data shared by the Grant Recipient and other datasets to ensure this has not taken place. Where a potential case of blending or duplication is identified, the Authority may notify the Grant Recipient. Such notification would be expected to involve the sharing of personal data. This data is referred to as “SHDF – Wave 2.1 Funding Duplication Data”, which is defined in paragraph 17 of this DSA.
7. SHDF – Wave 2.1 Data will be shared with and used by the Authority's research and evaluation partners on the legal basis of public task. Data will be used to seek consent to process SHDF – Wave 2.1 Research Data, which is additional data provided by scheme

participants to inform the evaluation of SHDF. In practice, this means the Authority's research and evaluation partners will contact named individuals involved in SHDF projects on the legal basis of public task to seek their informed consent to participate in the SHDF evaluation. The storage and sharing of SHDF – Wave 2.1 Research Data is subject to UK GDPR compliance and is governed through existing data sharing agreements between the Authority and its research and evaluation partners, and is not in scope of this DSA. Information on SHDF – Wave 2.1 Research Data is included for information purposes only.

8. This DSA documents the lawful basis for this data sharing initiative, what information will be shared, and how. The Partners have entered this DSA to demonstrate that data protection and privacy requirements have been taken into account, to set out how the use of information meets the data protection principles, and how the rights of data subjects are protected. All the obligations in this DSA are subject to compliance with the law (including the DPA and UK GDPR).
9. This DSA is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Partners from this DSA. Nothing in this DSA is intended to, or shall be deemed to, establish any partnership, joint venture, or relationship of employment between the Partners, constitute either Partner as the agent of the other Partner, nor authorise either of the Partners to make or enter any commitments for or on behalf of the other Partner. This DSA does not create a legal power for either Partner to lawfully exchange and process personal information, and it does not provide indemnity from action under any law. It does not remove or reduce the legal obligations or responsibilities on any Partner. The Partners enter this DSA intending to honour its provisions.
10. This DSA will commence when it has been signed by all Partners and will terminate one year after the end of the Funding Period or, if later, one year after the Authority's receipt of the final transfer of SHDF – Wave 2.1 Scheme Delivery Data from the Grant Recipient at project closure.

Principle 1 – Lawfulness, Fairness and Transparency

11. The sharing of personal data, as described in this DSA, is necessary for the Authority to:
 - a. review and manage the operation and delivery of SHDF – Wave 2.1
 - b. evaluate whether SHDF – Wave 2.1 has met its policy objectives
 - c. mitigate fraud, non-compliance, and funding duplication
 - d. produce official statistical reports on the delivery of SHDF

Data to be shared

12. The Grant Recipient agrees to provide the Authority with monthly reporting on or before the 10th working day of each month, as set out in paragraph 7.3 of the GFA. This reporting contains three types of SHDF – Wave 2.1 Data, which are detailed below:
 - a. SHDF – Wave 2.1 Performance Monitoring Data
 - b. SHDF – Wave 2.1 Scheme Delivery Data
 - c. SHDF – Wave 2.1 Fraud and Non-Compliance Data

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13. SHDF – Wave 2.1 **Performance Monitoring Data** is aggregate data to allow monitoring of project progress against scheme targets. This summary aggregate data is not expected to include personal data and as such the controls and procedures specified in this DSA do not apply. This Performance Monitoring Data is only defined here to ensure understanding of the other data types is clear. This category of data includes, but is not limited to:
- a. An overview of monthly progress on the project
 - b. An update against Key Performance Indicators (KPIs) and delivery milestones outlined in Annex 6 of the GFA
 - c. The principal risks, issues, and/or concerns that could impact project progress
 - d. Any other items the Grant Recipient would like to escalate to the Authority.
14. SHDF – Wave 2.1 **Scheme Delivery Data** is detailed data covering the delivery of the project, which is expected to include personal data. This data includes, but is not limited to:
- a. Contact details of the Grant Recipient and its delivery partners
 - b. Information about properties treated including, but not limited to, address, smart meter installations, and building characteristics
 - c. Details of the funding used to support installations, including from BEIS, the Grant Recipient, and additional contributions from owners or other third parties
 - d. The measures planned or delivered, including type, size, certification, cost and the Unique Measure References (UMRs)
 - e. Pre- and post-SAP and RdSAP assessments of properties treated, as well as TrustMark certificates for completed properties
 - f. Contact details (address, email and phone number) for occupants and installers of properties treated, as well as details about any relevant accreditation, such as TrustMark License Numbers (TMLNs)
 - g. Contact details for occupants who are offered installation but drop out of the scheme or do not accept, and the reason for dropping out
 - h. In-use building performance, SMETER, HTC and time-series data, where appropriate
15. SHDF – Wave 2.1 **Fraud and Non-Compliance Data** is data relating to suspected fraudulent activity, which is expected to be shared by the Grant Recipient with the Authority on a monthly basis. The Authority may also request further data from the Grant Recipient to help address issues of fraud or non-compliance, or to support an audit or review of SHDF. This data is expected to include personal data and, at a minimum, include the property address, the relevant installer contact details, and any other information relevant to the issue identified.
16. SHDF – Wave 2.1 **Scheme Delivery Data** and SHDF – Wave 2.1 **Fraud and Non-Compliance Data** shared by the Grant Recipient with the Authority is expected to include data which may be considered commercially sensitive, including but not limited to:
- a. How much installers charge Grant Recipients to install individual measures

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- b. Grant Recipient's administration and ancillary costs to deliver SHDF – Wave 2.1
 - c. How much Grant Recipients, occupants, or other third parties have contributed to the cost of installations (note that this could also be personal data).

17. SHDF – Wave 2.1 **Funding Duplication Data**. The Authority may match SHDF – Wave 2.1 Data with other datasets to check that ineligible blending or duplication of funding has not taken place. Where a potential case of ineligible blending or duplication has been identified, the Authority may notify and share data with the Grant Recipient relating to the case. Such notifications would be on an ad-hoc basis as required and would be expected to include personal data collected under other government schemes. The Grant Recipient will only use the SHDF – Wave 2.1 Funding Duplication Data for the purposes of fraud prevention and supporting the administration of SHDF – Wave 2.1. The data shared is expected to include (but is not limited to):

- a. The address of the relevant property
- b. The relevant measure(s)
- c. The date/s of installation
- d. The name of the government scheme under which the installation was funded.

18. The data collected and shared under this DSA does not involve the processing of Special Category Data or personal data relating to criminal convictions, offences, or related security measures.

How data will be shared

19. The Grant Recipient, or its appointed third parties, will share SHDF – Wave 2.1 Data with the Authority via the SHDF Data Management System (DMS), or through a Secure File Transfer Protocol (FTP) or platform approved by the Authority's Departmental Security Officer as suitable for the transfer of personal and commercially sensitive data.

20. Once the Grant Recipient has provided the Authority with SHDF – Wave 2.1 Data, the Authority may share this data with third parties, including other Government Departments and the Authority's delivery and research partners. The rationale and scope for the Authority's onward disclosure of this data is set out in Principle 2 – Purpose Limitation. Sharing of SHDF – Wave 2.1 Data will be through a platform approved by the Authority's Departmental Security Officer as suitable for the transfer of personal and commercially sensitive data.

21. In line with the reporting requirements in paragraph 7 of the GFA, the Grant Recipient will share SHDF - Wave 2.1 Data on a monthly basis, on or before the 10th working day of the month, for the duration of the Funding Period or, if later, until it has shared all SHDF – Wave 2.1 Scheme Delivery Data for installations funded under the GFA.

22. In addition, the Grant Recipient will share SHDF – Wave 2.1 Fraud and Non-Compliance Data with the Authority as and when issues of fraud and non-compliance are identified.

23. The Authority will share SHDF – Wave 2.1 Funding Duplication Data with the Grant Recipient in a password-protected report, for example via Egress, a Secure FTP,

restricted folders in SharePoint, or another method approved by the Authority's Departmental Security Officer as suitable for the transfer of personal and commercially sensitive data.

24. The Authority and the Grant Recipient will store all personal data received under this DSA in restricted access folders held in a secure internal server. Further information about BEIS' safekeeping of this data is set out below under Principle 6 – Integrity and Confidentiality.

Legal gateways

25. Personal data collected as part of the SHDF – Wave 2.1 Data, shared between the Partners of this DSA, is processed on the legal basis of public task, as defined by Article 6(1)(e) of UK GDPR. It is necessary for the performance of a task carried out in the public interest. This does not require consent.

26. Specifically, the Partners must share and process SHDF – Wave 2.1 Data in order to:

- a. Enable the Authority to evaluate the effectiveness of existing and future policies
- b. Support the Authority's functions and departmental responsibilities relating to carbon reduction and Net Zero as defined by the Climate Change Act (2008)
- c. Enable the Grant Recipient and the Authority to carry out their responsibilities to effectively manage the spending of public funding, including, but not limited to, the Authority reviewing how and where SHDF – Wave 2.1 funding has been spent and assessing whether this expenditure has enabled it to meet its objectives under the scheme

d. *< Grant Recipient to add any specific functions that are supported by SHDF – Wave 2.1 Data sharing.>*

Support the Authority's function to develop research and development initiatives to support future development of scalable retrofit projects

27. The full list of purposes for which processing of data under this DSA is needed are set out under Principle 2 – Purpose Limitation below.

Data controller relationship

28. BEIS is an independent controller for the personal data the Authority shares with the Grant Recipient under this DSA. Except to the extent the Grant Recipient informs the Authority otherwise in writing prior to the data share, the Grant Recipient is an independent controller for the personal data it shares with the Authority under this DSA. BEIS becomes an independent controller on receipt of any personal data shared with the Authority by the

Grant Recipient under this DSA. The Grant Recipient becomes an independent controller on receipt of any personal data shared with it by the Authority under this DSA.

Transparency

29. The Grant Recipient accepts responsibility for ensuring that both BEIS Privacy Notice, which the Authority has provided to the Grant Recipient, and their own Privacy Notice, are provided to Data Subjects, including occupants, installers and, where applicable, Consortium members in compliance with the DPA and UK GDPR.
30. The Grant Recipient's own Privacy Notice must also ensure Data Subjects are informed of any of the Grant Recipient's, or their Consortium members', own processing of personal data.
31. The Grant Recipient will ensure that their Privacy Notice alerts Data Subjects to the fact that their personal data will be passed from the Grant Recipient to the Authority, and will be shared with BEIS' research and evaluation partners.
32. As outlined in paragraph 7.5 of the GFA, in the case where the Grant Recipient is in receipt of funding through the Digitalisation Uplift, the Grant Recipient must also ensure Data Subjects are informed that property-level SMETER, HTC, time-series data will be passed from the Grant Recipient to TrustMark for processing. This may also include personal data, where informed consent has been provided by Data Subjects. Personal data includes property address, time-series data relating to energy efficiency or low carbon technologies and their performance, and heating and/or heat loss tests performed on the property. It will not include Smart Meter personal consumption data or special category data. TrustMark will share aggregated anonymised data with the Authority and its research and evaluation partners, subject to UK GDPR compliance and the existing DSA in place between BEIS and TrustMark as independent controllers. Data sharing between the Grant Recipient and TrustMark is out of scope of this DSA, but information has been included for relevant Grant Recipients to ensure this is accounted for in Privacy Notices provided to Data Subjects.
33. Furthermore, the Grant Recipient's Privacy Notice will inform the Data Subject that their data may be used either in full or in part by the Authority for the purposes outlined in Principle 2 – Purpose Limitation.
34. As part of the BEIS and the Grant Recipient's UK GDPR compliance, they will keep their Privacy Notices regularly updated to ensure their Data Subject's rights are upheld.

Principle 2 – Purpose Limitation

35. The Grant Recipient will, as necessary, disclose personal data to the Authority as part of its data reporting requirements, as set out in the GFA and this DSA. The primary purposes for sharing and processing this data are to support:

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- a. the administration and management of SHDF – Wave 2.1
 - b. an assessment of whether SHDF – Wave 2.1 has achieved its objectives
 - c. the publication by Authority of statistical reports relating to SHDF – Wave 2.1
 - d. an evaluation of SHDF – Wave 2.1 and any associated home energy or carbon reduction policies, where applicable
 - e. effective management and prevention of fraud and non-compliance under SHDF – Wave 2.1
36. As set out in paragraph 17 of this DSA, the Authority may also match some or all of the data shared by the Grant Recipient to check for ineligible funding duplication between SHDF – Wave 2.1 and other government schemes.
37. The Authority will use SHDF – Wave 2.1 Fraud and Non-Compliance Data to manage and prevent fraud related to SHDF – Wave 2.1. This may be done through comparison of SHDF – Wave 2.1 Data to other databases including, but not limited to, Companies House, TrustMark, previous measure checkers, and/or related operational databases.
38. Where the Authority uses all or some of the data for research, evaluation, and statistical purposes, this may be linked with data from other data sources held by the Authority or other Government Departments.
39. The research, evaluation, and statistical purposes expected to be undertaken using SHDF – Wave 2.1 Data may include, but are not limited to:
- a. Analysing whether the presence of measures installed under SHDF – Wave 2.1 has led to a significant change in energy consumption. This may be done by comparing SHDF – Wave 2.1 measures data to other databases, including but not limited to, the National Energy Efficiency Database, Cavity Insulation Guarantee Agency, and/or other related similar operational databases. For those Grant Recipients in receipt of funding under the Digitalisation Uplift, this may also include analysis from in-use building performance, SMETER, HTC and time-series data.
 - b. Linking and/or comparing the SHDF – Wave 2.1 Data to other datasets of the Authority, or HM Government administered energy efficiency programmes, to enable the Authority to assess the following without double counting properties:
 - a. Progress against fuel poverty targets.
 - b. Insulation levels across the UK's housing stock, and impact on remaining potential for cavity wall, solid wall, and loft insulation.
 - c. The characteristics of the property (e.g., location, property type, tenure, and vulnerability group) to inform future policy making.
 - c. Address matching SHDF – Wave 2.1 installations through the National Energy Efficiency Data-Framework to maintain a central database of property characteristics, household characteristics, energy consumption and/or Energy Performance Certificates (EPCs).

Further use and onward disclosure

40. To effectively audit and manage SHDF – Wave 2.1 and other Government schemes, the Authority may need to share SHDF – Wave 2.1 Fraud and Non-Compliance Data with delivery partners of other current or future energy efficiency or low carbon heating government support schemes. This is to ensure that SHDF – Wave 2.1 funded installations are not already or subsequently subsidised under other Government schemes. Where this data sharing is necessary, the authority will seek to use primarily

anonymised or pseudonymised data to limit the use of personal data. Where this data sharing is necessary the Authority will put a data sharing agreement in place with the relevant delivery partner to support the sharing of the data.

41. The Authority may share SHDF – Wave 2.1 Data with its third-party research partners to enable independent assessment of whether SHDF is achieving its stated objectives. This has been identified as necessary for the public task purposes listed above. This would be subject to review and approval of the contractor or organisation by the BEIS Information Asset Owner. Where this data sharing is necessary, the Authority will put a data sharing agreement in place with the relevant third parties to support sharing of the data, and research partners will be subject to UK GDPR compliance. BEIS would be the controller for the personal data and the contractor or organisation would be its processor. The Grant Recipient may share the personal data with its contractors subject to review and approval of the contractor by the Grant Recipient's Information Asset Owner. In this scenario, the Grant Recipient would be the controller for the personal data and the contractor would be the processor.
42. As outlined in paragraph 7.5 of the GFA, in the case where the Grant Recipient is in receipt of funding through the Digitalisation Uplift, Grant Recipients are required to share additional data at a property level, including in-use building performance, SMETER, HTC and time-series data, with TrustMark for processing, for five years post-installation. This may include personal data, where informed consent has been provided by Data Subjects. TrustMark will share anonymised aggregated data insights with the Authority, subject to UK GDPR compliance and the existing DSA in place between TrustMark and the Authority. This has been identified as necessary for the public task purposes of monitoring, research and evaluation. Data sharing between the Grant Recipient and TrustMark is out of scope of this DSA; information has been provided for information purposes only.
43. The data items that may be included within the onward disclosures listed above include all of the data listed in paragraphs 13, 14, and 15 of this DSA. At all times, the Authority will comply with the 'data minimisation' principle set out in Article 5(1)(c) of UK GDPR and ensure that the onward disclosure of data is restricted to only that data required by the third party to support the purpose for which the data is shared.

Principle 3 – Data Minimisation

44. By agreeing to this DSA, each Partner confirms that the data being shared under this agreement is the minimum amount of personal data that is necessary to achieve the purposes for which it is being shared, as outlined by Article 5(1)(c) of UK GDPR.

Principle 4 – Accuracy

45. In accordance with the Monitoring and Reporting section of the GFA, the Grant Recipient agrees to carrying out a series of quality assurance checks on the data it generates. These include:
- a. Checking the eligibility of households and installers
 - b. Checking for data completeness to ensure that all mandatory data fields are completed in any SHDF – Wave 2.1 Data sent to the Authority

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- c. Carrying out data validation checks, such as, checking field formats (e.g., a date field is in a date format) or that an entry is valid (e.g., a postcode is alphanumeric), before sending any SHDF – Wave 2.1 Data to the Authority

46. The Authority will also conduct checks on the SHDF – Wave 2.1 Data it receives from the Grant Recipient to identify reporting errors, double counting, or ineligible households and/or installers.

47. If, after personal data has been passed from the Grant Recipient to the Authority, or from the Authority to the Grant Recipient, either Partner identifies an error in that information, the following process should be undertaken to correct the error within five working days:

- a. alert the other Partner to the error
- b. take reasonable steps to clarify and correct the error with the relevant installer or delivery partner
- c. promptly notify the other Partner of any correction to the data required

Principle 5 – Storage Limitation

48. The Authority will retain personal data included within SHDF – Wave 2.1 Data shared under this DSA for up to 7 years after the end of the Funding Period or, if later, the end of the Grant Recipient's delivery of SHDF – Wave 2.1-funded installations, for the purposes outlined above.

49. Any SHDF – Wave 2.1 Data which is not personal data (e.g., SHDF – Wave 2.1 Performance Monitoring Data) is not subject to a specified retention period since it does not contain personal data.

50. In line with the storage limitation principle outlined under Article 5(1)(e) of UK GDPR, the Authority will review the data it holds at regular periods to ensure that personal data is only retained for as long as it is needed, up to the limit outlined in paragraph 48 of this DSA.

51. The Grant Recipient will retain any personal data included within SHDF – Wave 2.1 Data in accordance with its own retention and disposal policies.

52. All Partners will destroy or delete all personal data at the end of the relevant retention periods using a process that is in line with their data destruction processes.

53. To achieve the purposes outlined under Principle 2 – Purpose Limitation, the use of anonymised or pseudonymised data will be considered as the primary form of data sharing with parties outside of the Authority. Only where the required purpose cannot be achieved using anonymised or pseudonymised data will identifiable personal data be shared. Identifiable personal data is required to be processed by the designated Authority teams outlined in paragraph 57 of this DSA. Non-designated Authority teams will only have access to anonymised data.

54. The Grant Recipient is responsible for securely collecting and storing SHDF – Wave 2.1 Data at their end. This applies to data supplied from other participating social housing providers and delivery partners if they are delivering a project in a Consortium.

Principle 6 – Integrity and Confidentiality

55. The following information security measures will be put in place by the Authority and the Grant Recipient to ensure the safekeeping of the data shared under this DSA, including, and with particular reference to, personal data. The Partners agree to work and comply with their respective information assurance and data protection policies, while following the security measures outlined below.

56. The Authority will hold all personal data on secure SharePoint folders with restricted access controls, or on the Cloud-Based Analytical System (CBAS) that limit access to those on the SHDF data access list. Only designated teams within the Authority and nominated third parties will be able to access this data.

57. By agreeing to this DSA, the Authority acknowledges and agrees that:

- a. The designated teams within the Authority, and its research and evaluation partners, will be named in an internally held SHDF access list and kept to a reasonable minimum.
- b. The Authority will maintain the SHDF access list and share it with the Grant Recipient on request.
- c. The Authority will require that the mandatory annual UK GDPR eLearning training, or equivalent, is completed by all members of the access list.

58. Non-designated teams within the Authority and its nominated third parties may use an anonymised and aggregated version of the SHDF – Wave 2.1 Data for internal analysis only, that excludes addresses and any record-level identifiers. The Authority will only publish aggregate results that meet the requirements of Principle T6.4 of the Code of Practice for Official Statistics on confidentiality.

59. Generally, the underlying data will not be published by the Authority. However, in order to comply with the Government Social Research Publication Protocol, the Authority may publish datasets resulting from SHDF – Wave 2.1 Data. However, publication in this instance would only be conducted where the data could be anonymised and compliant with Principle T6.4 of the Code of Practice for Official Statistics on confidentiality.

60. Caroline Withey, the Programme Director for SHDF (or successor), has been appointed as the Authority's Information Asset Owner of the SHDF – Wave 2.1 Data and, as such, is ultimately responsible for the security of data provided by the Grant Recipient. <Grant Recipient to insert Information Asset Name and Role> Marsha White, the Data Protection Officer (or successor) has been appointed as the Grant Recipient's Information Asset Owner of the SHDF – Wave 2.1 Data and, as such, is ultimately responsible for the security of the personal data provided to the Authority under this DSA.

61. All Partners confirm that, as a minimum, they have considered the risks of the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to any personal data processed under this DSA and have arrangements in place to manage or mitigate these risks accordingly.

Principle 7 – Accountability

62. All Partners confirm that they can demonstrate compliance with data protection legislation including UK GDPR, the DPA and any other applicable laws and regulations relating to the privacy or the processing of personal data, including any amendments or successor laws or regulations thereto.

63. The Authority confirms that the processing of SHDF – Wave 2.1 Data covered in this DSA will be added to the BEIS’ existing central record of processing.

64. The Grant Recipient confirms that the processing of personal data covered in this DSA:

< Grant Recipient states here whether processing of SHDF – Wave 2.1 Data covered in this DSA will/does not need to be included in the Grant Recipient ’s existing central record of processing. If it does not need to be included, the Grant Recipient should provide a reason.>
The processing of SHDF – Wave 2.1 data covered in this DSA will be included in our central record of processing. The data will be used for the specific purpose for what it was intended – the delivery of energy efficiency measures

Rights of data subjects

65. The rights of data subjects are set out in the following table:

Right to under UK GDPR:	Applies?	If yes, are any additional actions required. If no, why this right does not apply.
Transparent information (Article 12)	Y	The Grant Recipient takes responsibility for ensuring that appropriate fair processing and privacy notices are provided to data subjects.
Information when data collected from data subject (Article 13)	Y	The Grant Recipient takes responsibility for ensuring that appropriate fair processing and privacy notices are provided to data subjects.
Information when data collected from elsewhere (Article 14)	Y	The Grant Recipient takes responsibility for ensuring that appropriate fair processing and privacy notices are provided to data subjects, either by itself or by the relevant participating Consortium members or installer.
Access by data subject (Article 15)	Y	Where either Partner receives a data access request from a data subject, this will be actioned in line with the relevant Partner’s existing policies for handling such requests.
Rectification (Article 16)	Y	Where a Partner receives a rectification request from a data subject, this will be communicated to the other Partner within 5 working days. Where this request results in concluding there is an error in the original data, this will be notified to the other Partner within 5 working days.
Erasure (Article 17)	Y	Where a Partner receives an erasure request from a data subject, this will be communicated to the other Partner within 5 working days. The eligibility of each erasure request will be reviewed by each Partner in line with article 17 of the UK

		GDPR and a decision made regarding the nature of the processing undertaken by that Partner.
Restriction of processing (Article 18)	Y	Data subjects may request a restriction of processing of their data, but their request may be refused if it would prevent the administration and auditing of the scheme and processing for fraud prevention. Where a Partner receives a restriction of processing request from a data subject, this will be communicated to the other Partner within 5 working days.
Notification regarding rectification, erasure, or restriction (Article 19)	Y	The Authority will notify any parties with whom it has shared the data within 5 working days of an action being taken under a request for rectification, erasure, or restriction, unless this proves impossible or involves disproportionate effort.
Data portability (Article 20)	N	The personal data processed by the Authority under this DSA is not provided by the data subject to the Authority and is not processed by the Authority on the basis of consent or for the performance of a contract.
Object to processing (Article 21)	Y	Data subjects may object to the processing of their data, but the request may be refused if it would prevent the administration and auditing of the scheme and use of the data for fraud prevention and/or statistical purposes. Data subjects will be notified of their right to object via the fair processing and privacy notices mentioned above in relation to articles 12, 13 and 14 of the UK GDPR and for which the Grant Recipient takes responsibility. Where a Partner receives an Object to Processing request from a data subject, this will be communicated to the other Partner within 5 working days.
Automated decision-making and profiling (Article 22)	N	It is not expected that automated decision-making or profiling will be required under this DSA.

Governance and administration

Data Protection Impact Assessments

66. The Authority is completing a Data Protection Impact Assessment (DPIA) for the processing that it will undertake in relation to this DSA. The DPIA considers the Authority's processing activities, including the analysis and publication of data for statistical reasons and the sharing of data with delivery and research partners of relevant schemes.

<The Grant Recipient states here whether it has completed a Data Protection Impact Assessment (DPIA) and, if so, whether it covers this data sharing agreement and whether it has been, or will be, published. If no DPIA has been completed, explain why this was not necessary.>

We are completing a Data Protection Impact Assessment, covering this data sharing agreement, and it will be published. Progressing ahead of contract award. Consultation complete with the Data Protection Officer

Offshoring

67. Personal data shared with BEIS will be stored on its IT infrastructure and may therefore also be shared with its data processors Microsoft and Amazon Web Services. The data may therefore be transferred and stored securely outside the UK and European Economic Area. Where that is the case, it will be subject to equivalent legal protection through Model Contract Clauses.

68. It is not expected that any processing under this DSA will involve processing from any third countries.

Data processors and sub-processing

69. As explained in paragraph 28 of this DSA, BEIS is an independent controller for the personal data the Authority shares with the Grant Recipient under this DSA. Except to the extent the Grant Recipient informs the Authority otherwise in writing prior to the data share, the Grant Recipient is an independent controller for the personal data it shares with the Authority under this DSA. BEIS becomes an independent controller on receipt of any personal data shared with the Authority by the Grant Recipient under this DSA. The Grant Recipient becomes an independent controller on receipt of any personal data shared with it by the Authority under this DSA.

70. As explained in paragraphs 40 to 43 of this DSA, BEIS may share personal data shared by the Grant Recipient under this DSA with its delivery and research and evaluation partners for administrative, fraud, research and statistical purposes. BEIS remains the controller in all instances of sharing data with its delivery and research and evaluation partners and the partners will be processors.

71. BEIS may share personal data with other scheme delivery partners or other Government Departments to prevent the duplication of support under other government schemes that may breach scheme rules or help to prevent fraud. In this scenario, the Authority and the scheme delivery partners, or other Government Departments would both be the controllers for the personal data. Where this data sharing is necessary, the Authority will put a data sharing agreement in place with the relevant delivery partner to support the sharing of the data.

72. The use of any new data processors by a Partner for processing covered by this DSA will be notified to the other Partners, updated in Data Protection Impact Assessments, and undated in privacy notices.

Consultation

73. The Authority has consulted with the Deputy Data Protection Officer in the process of completing a DPIA.

<The Grant Recipient states here whether it has consulted with its Data Protection Officer, or otherwise (for example through the DPIA process) obtained specialist data protection advice. Also state whether data subjects or their representatives have been or will be consulted before the processing covered by this Agreement commences.>

We have consulted with our Data Protection Officer and obtained the relevant specialist advice. Data subjects and/or representatives will also be consulted before processing covered by this Agreement

74. Data subjects will not be consulted before the processing covered by this DSA commences, but will be notified of the data processing as per their rights under UK GDPR.

Automated decision-making and profiling

75. It is not expected that any automated decision-making or profiling will be undertaken by the Authority with any SHDF – Wave 2.1 Data.

Necessity and proportionality

76. The Authority is completing a DPIA, which includes a consideration of necessity and proportionality of processing of personal data shared under this DSA. The proposed processing is deemed as necessary and proportionate.

Freedom of Information requests

77. Partners subject to the requirements of the Freedom of Information Act 2000 (FoIA) or the Environmental Information Regulations 2006 will assist and cooperate with each other to enable each to comply with its information disclosure obligations.

78. Where an FoIA request or the Environmental Information Regulations 2006 is received by a Partner to this DSA which relates to data that has been provided by another Partner, the Partner receiving the request will take reasonable steps, where appropriate, to give the other Partner advance notice to allow it the opportunity to make representations on the potential impact of disclosure, or failing that, to draw the disclosure to the other Partner's attention after any such disclosure.

79. Each Partner shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this DSA or any other agreement whether any information is exempt from disclosure in accordance with the provisions of the FoIA or the Environmental Information Regulations 2006.

Personal data breaches

80. The Partners will follow their own internal processes on the discovery of a personal data breach and advise their own security teams.

81. In addition, Partners will notify one other of any personal data breach that relates to this DSA via direct contact with the project leads named in Appendix B of this DSA within 48 hours of discovering the personal data breach.

82. In the event of a personal data breach (or where there is reasonable cause to believe that such an incident may arise), the Partners will delay data transfers until the cause or incident is resolved, as authorised by the BEIS' Information Asset Owner and the Grant Recipient's equivalent. If the breach cannot be resolved or if - in the view of the Partners - it is very serious, data transfers will stop and will not resume until the Authority's Information Asset Owner and the Grant Recipient's equivalent are satisfied with the security arrangements.

83. Any Partner who decides that a personal data breach that affects, or is relevant to, the processing under this DSA must self-reported to the ICO and shall ensure that the other Partners are notified of this.

Dispute resolution

84. Disputes between the Partners regarding the operation of this DSA will be resolved in the following way:

- In the first instance, a material breach will be reported between the project leads named in Appendix B of this DSA. An assessment by the breaching party will be conducted promptly to identify if the breach is ongoing or was a one-off, and the breach's potential impact.
- All material breaches will be notified to the Data Protection Officers of both Partners to this DSA. The outcomes of the assessment conducted by the project leads named in Appendix B of this DSA, will be discussed and actions identified.

Review

85. Scheduled formal reviews of this DSA to assess the ongoing effectiveness of this data sharing initiative and this DSA are not expected to take place. This DSA will only be reviewed if the purpose of the processing changes, or the processing otherwise changes in a way that affects the rights of data subjects.

Termination

86. Any Partner can terminate this DSA, without giving a reason, on expiry of one (1) month's written notice to the others. Notice of termination would trigger a formal review of the SHDF – Wave 2.1 grant funding provided to the Grant Recipient.

87. Any Partner can terminate this DSA with immediate effect, where another Partner materially breaches any of its obligations to this DSA.

88. Termination notices should be addressed to the Information Asset Owners at the Authority and the Grant Recipient.


89. In the event of termination, data will cease to be shared under the terms of this DSA.

Appendices

Description	Appendix
Summary of Processing	A
Key Contact Details	B

Signatories

BEIS Signature	
Signed:	
On behalf of the Secretary of State for Business, Energy & Industrial Strategy	
Name	Caroline Withey
Role	Programme Director, Social Housing Decarbonisation Fund
Address	1 Victoria Street, London, SW1H 0ET
Email	Shdfwave2.1@beis.gov.uk
Date	<Insert date>

Grant Recipient Signature	
Signed: 	
On behalf of London Borough of Harrow	
Name	David McNulty
Role	Director of Housing
Address	Harrow, Forward Drive HA3 8NT
Telephone (optional)	
Email	David.mcnulty@harrow.gov.uk
Date	18/04/2023

Appendix A – Summary of Processing

Description	Details
Subject matter of the processing	The processing relates to the delivery of SHDF – Wave 2.1.
Duration of the processing	Processing will commence on and from the date on which this DSA is signed by, or on behalf of, both Partners. Personal data will be retained for a maximum 7 years after the funding period or completion of SHDF Wave 2.1-funded installations.
Nature and purposes of the processing	<p>The Grant Recipient will ensure that personal data relating to delivery of the SHDF – Wave 2.1 is shared with the Authority. The Authority will process the data, including matching it with other datasets and onward sharing with other parties, to effectively manage and review the use of public funds and to support further research, evaluation, and statistical reporting.</p> <p>If relevant blending or duplication of funding is identified, the Authority may share personal data with the Grant Recipient so it can effectively manage delivery of SHDF – Wave 2.1 and for fraud prevention purposes.</p>
Type of Personal Data that will be processed	<p>The Grant Recipient will collect and share with the Authority personal data including (but not limited to):</p> <ul style="list-style-type: none"> • address of properties receiving installations, and details about the installation including type, size, cost, and installer details • address and details of properties offered, but not receiving installations • name and contact details (address, email and phone number) of occupants, installers and Social housing Landlords • if relevant, the amount of funding the household contributed towards installations • installer accreditation and registration information, including TrustMark and MCS license numbers, and Companies House Company Registration Numbers
Categories of Data Subject	<ul style="list-style-type: none"> • Grant Recipients and consortium members, and their delivery partners • Occupants of eligible homes • Installers • Third-parties providing additional funding • Third parties involved in the retrofit supply chain
Special Category Data	Special Category data or criminal-orientated data (Article 10 of the UK GDPR) is not expected to be shared under this DSA.

Appendix B – Key Contact Details

BEIS (the Authority) Key Contacts		
Programme Director	Name	Caroline Withey
	Email	Shdfwave2.1@beis.gov.uk
Data Protection Officer	Name	BEIS Data Protection Officer
	Email	dataprotection@beis.gov.uk
	Name	Head of Information Rights Team
	Email	FOI.Requests@beis.gov.uk
Data Lead	Name	Chanelle Leher
	Email	Chanelle.Leher2@beis.gov.uk

Grant Recipient Key Contacts		
Project Lead	Name	Andres Shoman
	Email	Andres.Shoman@harrow.gov.uk
	Telephone	07591655326
Data Protection Officer	Name	Marsha White
	Email	dpo@harrow.gov.uk
	Telephone (optional)	/
FOIA Lead	Name	Marsha White
	Email	dpo@harrow.gov.uk
	Telephone (optional)	/
Data Lead	Name	Tanvi Chandi
	Email	Tanvi.chandi@harrow.gov.uk
	Telephone (optional)	/



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