



South
Cambridgeshire
District Council

Data Sharing Agreement

This agreement relates to the Energy Company
Obligation ECO4 Flex Order

BETWEEN:

Organisation: South Cambridgeshire District Council (Joint Controller)

Address: South Cambridgeshire Hall, Cambourne Business Park,
Cambourne, Cambridge CB23 6EA

Department: Climate and Environment

and

Organisation: XXXX

Address: XXXX

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Definitions

Data Protection Laws: means the Data Protection Act 2018, together with the UK General Data Protection Regulation (GDPR), and any subsequent or related legislation.

Consent, processing, personal data breach, personal data, controller, special category data: are all as defined by the UK GDPR.

Purpose

This Data Sharing Agreement (DSA) provides a framework and basis for the sharing of resident's personal and special category data from the Installers to South Cambridgeshire District Council, for the purpose of identifying and referring households under the ECO4 Flex scheme. Both the Installers and South Cambridgeshire District Council will be operating as data controllers.

Period of Agreement

The period of agreement is from: 1 April 2022 to 31 March 2026.

Description of Personal Data

The data will include resident's personal and special category data. The categories may include:

Personal Data: personal identifiers, names, addresses, contact information such as telephone numbers or e mail addresses, financial information such as bank statements, benefit status or council tax reduction and household information.

Special Category Data: health information such as medical conditions, eligibility for some benefits and award status payable due to health conditions.

The data processing takes place under Article 6.1(a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes; and Article 9.2(a) the data subject has given explicit consent to the processing of their personal data for one or more specified purposes, of the UK GDPR.

Lawful Processing

Personal data shall be processed:

- Ensure the rights of individuals are met, such as satisfying subject access requests received, ensuring data accuracy and correcting errors, and handling objections and complaints;
- Process Personal Data only for purposes described under the ECO4 Flex Scheme, and which are consistent with the purposes recorded in the Data Recipient's data protection registration with the ICO;
- request and process the minimum data necessary to meet the scheme requirements;
- Deploy secure processes, procedures, practice and technology for storage and access, proportionate with the Personal Data being Processed;
- Permanently destroy/delete or erase the Data once it is no longer required for the purpose for which it was collected.

Method of Data Access or Transfer

Data will be sent from the Installers to South Cambridgeshire District Council by email. All transmissions will be consistent with the key principals of data protection as required by the Data Protection Act (2018) and the principles of the GDPR regulations. Specifically, the data flow will be:

- The Installer collects required evidence from the resident (data subject).
- The Installer will obtain consent of the resident (data subject) to send the evidence to South Cambridgeshire District Council, where it will be checked and retained until 2029 for audit purposes.
- Installers to send the referral form and the collected evidence to homeenergy@southcambs.gov.uk via a password protected file (for example: MS Word).
- Installers will send the password to the file to homeenergy@southcambs.gov.uk in a separate email.
- South Cambridgeshire District Council check the resident's (data subject's) eligibility, then, if eligible, will send a declaration, with the resident's address, back to the Installer by secure transfer, and notify Ofgem that a declaration has been issued.

Location and Responsibility of Data

Both the Installers and South Cambridgeshire District Council will be responsible for establishment and maintenance of their security arrangements to prevent unauthorised use to the resident's data. Both parties agree that the data will be stored and maintained on appropriate secure IT systems.

This agreement represents and warrants further that, except if authorised in writing, that such data shall not be disclosed, released, revealed, showed, sold, rented, leased, loaned, or otherwise, have access granted to the data covered by this agreement to any person, except for those who are required to access for the purposes of this agreement. Access to the data covered by this agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated in this section and to those individuals on a need-to-know basis only.

The Controllers will not transfer personal data to any country outside of the United Kingdom or the European Union, without the other parties' prior written consent.

Confidentiality

Both parties agree to establish appropriate administrative, technical and physical safeguards to protect the confidentiality of the data and to prevent unauthorised use or access to it.

Data Breaches

In the case of a personal data breach, the controlling party shall without undue delay, but not later than 72 hours after having become aware of it, notify the personal data breach to the ICO, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons.

The notification will need to describe the nature of the personal data breach including where possible, the categories of data and data subjects, including whether the data concerned is special category data and whether the data subjects are vulnerable; and the measures taken or proposed to be taken by the controller to address the personal

data breach, including, where appropriate, measures to mitigate its possible adverse effects. This notification should also be shared with the other Data Controller.

Retention of Data

Both South Cambridgeshire District Council and the Installers will hold the resident's data until 2029, as stipulated in the ECO4 Flex Guidance.

Freedom of Information

South Cambridgeshire District Council is subject to legal duties which may require the release of information under the Freedom of Information Act (FOIA), or the Environmental Information Regulations (EIR). Such information may include matters relating to, arising out of or under this Agreement in any way.

In the event that South Cambridgeshire District Council receives a request for information under the FOIA or EIR, and requires the other party's assistance in obtaining the information that this will be provided at the other party's own cost and within 10 days of receiving the Council's request.

The decision of South Cambridgeshire District Council to confirm or deny that the information requested is held, or to disclose the information, shall be final.

Signatories

Authorised signatories attest to and execute this agreement with this signing for the period set out in this agreement:

South Cambridgeshire District Council:

Signature:

Name:

Title:

Date:

Installer:

Signature:

Name:

Title:

Company / Organisation:

Date: