

Data Sharing Agreement

Between

**Northern Ireland Housing Executive
(Controller)**

and

**Mears Limited (Processor)
And
The Home Office (Controller)**

Summary Sheet

Data Sharing Agreement

Purpose:	This Agreement has been developed to provide a framework for the lawful, effective and efficient sharing of information between the Housing Executive (controller) Mears Limited, processor for The Home Office (controller). The information is being processed by the Housing Executive, Mears Limited and The Home Office to inform the key delivery partners of the specific needs of asylum seekers and refugees once leave to remain has been granted and to tailor the ongoing help and support required by each individual or family to resettle within their communities. Personal details of the individuals and families will help identify suitable housing and wider support arrangements. The purpose of this document is to set out the actions and responsibilities for all parties to ensure that personal data is handled in compliance with the requirements of the Data Protection Act 2018 and UK General Data Protection Regulation (UK GDPR).
----------	--

Parties:	Northern Ireland Housing Executive Mears Limited The Home Office
----------	--

Date Agreement comes into force:	01st October 2023
----------------------------------	-------------------------------------

Date for first review of Agreement:	30th September 2024
-------------------------------------	---------------------------------------

Agreement lead:	Northern Ireland Housing Executive
-----------------	------------------------------------

Agreement drawn up by:	Northern Ireland Housing Executive
------------------------	------------------------------------

Location of the original Agreement:	Homelessness Policy The Housing Centre, 2 Adelaide St, Belfast BT2 8PB
-------------------------------------	---

Protective marking:	OFFICIAL
---------------------	----------

Version Record

Version No.	Amendments Made	Authorisation
Vo 1	Original	DPO
Vo 2	Clause 15 - Indemnity	DPO 11.11.2019
Vo 3	Clause 5 – Special Category Data and Criminal Conviction Data.	DPO 05.06.2020
Vo 4	Clause 15 - Indemnity	DPO 03.09.2020
Vo 4.1	Update to reflect transition to UK GDPR	DPO 08.02.2021
Vo 4.2		
Vo 4.3		
Vo 4.4		
Vo 4.5		

Contents

1. Introduction.....	6
2. Responsibilities of each Party.....	6
3. Purpose of the Agreement.....	6
4. Type of data to be shared.....	8
5. Lawfulness of information sharing	10
6. Data Quality.....	11
7. The right of access to information.....	11
8. Security, data handling and management	12
9. Breaches	13
10. Training	14
11. Retention and disposal	14
12. Complaints.....	14
13. Review.....	14
14. Withdrawal.....	15
15. Indemnity.....	15
16. Limitation of liability	15
17. Allocation of cost	15
18. Roles and Responsibilities	15
19. Third Party Rights.....	16
20. Variation	16
21. Changes to the applicable law	16
22. Nullity	16
23. Governing Law.....	16
24. Signatories.....	17
Appendix 1	18
Appendix 2.....	19

1. Introduction

Accommodation and support for Asylum Seekers is not currently a devolved matter in Northern Ireland. Mears Limited provide accommodation and support to Asylum Seekers in Northern Ireland on behalf of The Home Office. Asylum Seekers claiming Section 95 support remain in Mears accommodation until such times as their asylum claim has been decided. If they are granted Leave to Remain, The Home Office will issue a 28 days discontinuation of support notice which includes accommodation and financial support. At this point, as they are threatened with homelessness within 28 days this will trigger a referral to the Northern Ireland Housing Executive to then fulfil its statutory requirement in relation to homelessness provision.

Unlike other Regions, Northern Ireland does not have a refugee integration strategy, although a draft strategy is currently being referenced in the absence of The Executive. The Partnership wishes to promote the development of new relationships, innovation and a collaborative approach to improving the community integration process for Asylum Seekers and Refugees in Northern Ireland.

Effective information exchange is the key to partnership working. The information sharing will assist the Northern Ireland Housing Executive to fulfil its statutory requirement in relation to homelessness provision for Asylum Seekers who have been granted leave to remain and subsequently provided with 28 days notice to leave Mears accommodation.

2. Responsibilities of each Party

- a) Each Party which is subject to this Agreement is responsible for addressing the following:
 - Having in place an appropriate information technology security and confidentiality policy, disseminated, as appropriate, to all staff;
 - The appropriate training of all employees in respect of their legal obligations to protect the confidentiality of all personal information; and
 - The ability to demonstrate that the body's procedures are in place and are being regularly reviewed.
- b) Each Party should also undertake to regularly monitor this protocol and all the information sharing procedures regulated by it. If either Party considers that any amendments should be made, these may be raised at the review meeting.

3. Purpose of the Agreement

- a) The purpose of this Agreement is:

- To facilitate the sharing of relevant information between the **Northern Ireland Housing Executive, Mears Limited and The Home Office** to inform the key delivery partners of the specific needs of asylum seekers and refugees once leave to remain has been granted and to tailor the ongoing help and support required by each individual or family to integrate within their communities.

Personal details of the individuals and families will help identify suitable housing and wider support arrangements.

The purpose of this agreement is to set out the actions and responsibilities for all parties to ensure that personal data is handled in compliance with the requirements of the Data Protection Act 2018 and UK General Data Protection Regulation (UK GDPR).

- To clarify the understanding between signatories as to Parties' responsibilities towards each other and to the individuals involved.
 - To describe how this arrangement will be monitored and reviewed.
- b) The aim is to ensure the Parties involved work in an integrated and coordinated way.
- c) The following outlines key legislation and guidance in relation to this Data Sharing Agreement (DSA):
- The Data Protection Act 2018;
 - The UK General Data Protection Regulation (UK GDPR);
 - Housing (Northern Ireland) Order 1981
 - The Housing (NI) Order 1988
 - The Homeless Persons Advice and Assistance Regulations (Northern Ireland) 2011
 - Northern Ireland Act 1998
 - Immigration and Asylum Act 1999
 - The Asylum Support Regulations 2000
- d) The Parties listed in Appendix 1 are core Parties. Other Parties may be invited to become core Parties at a later date where this is considered to be appropriate.
- e) The commitments of the Parties are as follows:
- To share relevant information relating to Personal data of those that have been granted leave to remain and have subsequently been issued with 28 days notice to leave their accommodation provided

by Mears Limited on behalf of The Home Office. The Housing Executive will inform Mears if contact has been established with an applicant and whether they have received an offer of suitable temporary accommodation including refusals and acceptances.

- To comply with all relevant legislation and guidance;
- To pay the appropriate data protection fee to the Information Commissioner's Office (ICO) when current registration has expired; unless exempt from this legal obligation;
- To seek their own legal advice in cases where there is any doubt as to whether information sharing is appropriate.

4. Type of data to be shared

Each Party should only share information that is relevant and proportionate and information will only be used for the purpose for which it was requested and will not be shared with any other Party outside the Parties listed.

a) The following types of personal data will be shared by each Party:

Mears

- **Name**
- **Date of birth**
- **Full Address (including postcode)**
- **Telephone number**
- **Gender**
- **Family composition**
- **Country of Origin**
- **Language**
- **Ground floor requirements Yes/No (No health information to be shared)**

Housing Executive

- **Contact established with data subject**
- **Acceptance/refusal of an offer of temporary or permanent accommodation (no details of address will be provided)**
- **Extensions required**
- **If data subject has refused assistance from the Housing Executive**

Note - Information will not be routinely forwarded. Each application for information will be assessed on its own merits and information will be shared proportionately and where necessary.

5. Lawfulness of information sharing

a) The legal gateways for information sharing are as follows:

- The Data Protection Act 2018;
- The UK General Data Protection Regulation (UK GDPR);
- [Housing \(Northern Ireland\) Order 1981](#)
 - Article 6 (4) The Executive shall establish such housing information and advisory services as it considers desirable
 - Article 28 (1) (h) The Executive may do all such other matters and things as are reasonably necessary for the exercise and performance of all or any of the powers and duties of the Executive under this Order and perform any other function which is incidental or conducive to the attainment or furtherance of the purposes of the Executive or any of them
- [The Housing \(Northern Ireland\) Order 1988 \(legislation.gov.uk\)](#)
 - Article 3 Homelessness and threatened with homelessness
 - Article 6D Duty of the Executive to provide advice
 - Article 7 Inquiry into cases of possible homelessness or threatened with homelessness
 - Article 10 Duties to persons found to be homeless
 - Article 11a (c) Right to request a review of suitability of accommodation offered
- [The Homeless Persons Advice and Assistance Regulations \(Northern Ireland\) 2011 \(legislation.gov.uk\)](#)
 - Regulation 6 Types of assistance to be provided by the Executive
- [Northern Ireland Act 1998](#)
 - Section 75 - Statutory duty on public authorities

b) Personal Data

Article 6 (1) of the UK General Data Protection Regulation (UK GDPR) provides the **Housing Executive** with the 'Lawfulness of Processing' personal data and in this instance **Article 6 (1) (e)** will apply.

(e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;

Article 6 (1) of the UK General Data Protection Regulation (UK GDPR) provides the **The Home Office/MEARS Limited** with the 'Lawfulness of Processing' personal data and in this instance **Article 6 (1) (f)** will apply.

(f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child

6. Data Quality

- a) Each Party shall ensure that shared personal data is accurate.
- b) Where either Party becomes aware of inaccuracies in shared personal data, they will notify the other Party.
- c) Shared personal data shall be limited to the personal data described in clause 4 of this Agreement.

7. The right of access to information

- a) It is recognised that each Party must have its own information governance protocols and guidelines and these should be adhered to.
- b) Requests for information made under the following legislation must be dealt with by the individual authority who receives the request unless they do not hold the information requested:
 - DPA 2018;
 - UK GDPR;
 - Freedom of Information Act (FOIA) 2000; and
 - Environmental Information Regulations (EIR) 2004.

Non-Public organisations are only subject to the DPA 2018 and the UK GDPR.

- c) If a request is received from a data subject to access records (or in accordance with their rights under data protection law), this will be dealt with by the relevant Party in accordance with their respective procedures and policies. Subject to each controller's obligations at law and under current data protection legislation, where shared data under this Agreement is involved, then the originating Party should be promptly informed of any disclosure and may advise on its release. However, the final decision will remain with the Party who received the request.

The Party dealing with the request should be mindful that they must respond to requests within one calendar month under current data protection legislation and 20 working days under FOIA 2000.

- d) Relevant information shared will be held securely by the each Party for administration purposes.

- e) The responsibility of dealing with a request for personal data for general information will rest with the Party who receives it. Information must not be disclosed to any other person without prior consideration from the originating sources.
- f) The Parties agree to provide reasonable and prompt assistance within 5 business days of such a request for assistance as is necessary to each other to enable them to comply with Subject Access Requests and to respond to any other queries or complaints from data subjects.
- g) In addition to the right to be informed and the right of access to information, it is also the responsibility of each Party to comply with the following data subject rights in accordance with the UK GDPR:
 - The right to rectification;
 - The right to erasure;
 - The right to restrict processing;
 - The right to data portability;
 - The right to object; and
 - Rights in relation to automated decision making and profiling.

8. Security, data handling and management

- a) Article 5 (1) (f) of the UK GDPR requires that:

“Personal data shall be processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures (integrity and confidentiality).”

- b) In addition Parties should ensure that measures are in place to do everything reasonable to:

- Make accidental compromise or damage unlikely during transmission, storage, handling, use or processing; deter deliberate compromise;
- Promote discretion in order to avoid unauthorised access;
- Personal data must only be accessed for legitimate purposes in a manner consistent with the priorities of this Agreement and only where the individual has a “need to know” and any specific additional restrictions agreed within Parties.

- c) Please note: Faxing is not a secure means of transmission for personal data and should not be used by any Party.

9. Breaches

- a) A personal data breach may increase the threat to the individual to whom the data relates and may seriously undermine and affect the credibility of the objectives of this Agreement. It is also a breach of the DPA 2018 and the UK GDPR and may result in enforcement action by the ICO.
- b) The Parties involved will ensure that staff are aware that they may be subject to disciplinary action and / or legal proceedings if they unlawfully or without appropriate authority disclose personal information that cannot be justified on legal grounds.
- c) If it is believed that information supplied by another Party has been subject to a personal data breach, the relevant Party's data loss/incident response plan must be engaged.
- d) When a Party discovers any breach of the DPA 2018 involving information shared under this Agreement, of which it is not the data controller, it must inform the data controller as soon as reasonably possible and within 24 hours after the discovery, and must give details of the breach.
- e) The data recipient will report to the originating Party under this Agreement such data breach of the shared information, as soon as possible, and will do so no later than 24 hours after the discovery of the loss or unauthorised use. Any such data breach of the shared information by the data recipient will allow the originating Party to request that a full investigation into the cause of the loss or unauthorised release be undertaken; or allow it to undertake such an investigation itself to the extent possible.
- f) Each Party who is subject to this Agreement must ensure that it is familiar with the ICO guidance on data security breach management and its guidance on how and when to notify the ICO in the event of a breach.
- g) Each Party must keep a record of all personal data breaches they are responsible for in relation to this Agreement.
- h) The Party who is responsible for the data breach relating to data shared pursuant to this Agreement will be accountable and will be required to notify the ICO of the breach in accordance with data protection law requirements. Ultimately, the Party responsible for the breach will be subject to any potential enforcement action recommended by ICO after an investigation.
- i) All Parties agree to comply with data protection and other legal requirements relating to confidentiality in relation to this Agreement.

10. Training

- a) Each Party will ensure that members of its staff who are involved in information sharing will have adequate training regarding the responsibilities and obligations imposed by this Agreement.

11. Retention and disposal

- a) Each Party shall not retain or process shared personal data for longer than necessary to carry out the agreed purposes. Each Party is responsible for retaining and disposing of all information in line with respective retention and disposal policies and any statutory or professional retention periods applicable.

12. Complaints

- a) Subject to each controller's obligations at law and under current data protection legislation, complaints by service users (being data subjects) related to any information sharing which has taken place as a result of this Agreement may be submitted in writing by the complainant or by any other means convenient to the complainant including without limitation verbally or by electronic means.
- b) If the complaint relates to the procedure listed within this Agreement, then the Party who receives the complaint must immediately bring this to the attention of the Housing Executive's lead officer (as outlined in Section 24 of this Agreement).
- c) The Housing Executive's lead officer will acknowledge the complaint and convene an immediate meeting of the Parties to agree on how best to proceed. The Housing Executive's lead officer must respond within 15 working days of receipt as stipulated in the Housing Executive's complaints procedure.
- d) Should the complaint be against a specific Party subject to this Agreement, then the initial complaint should be sent directly to the designated officer (as outlined in Section 24 of this Agreement) for that Party and dealt with via that Party's complaints procedures.

13. Review

- a) This Agreement will be reviewed every 6 months for the first 12 months of implementation and then will be reviewed every 24 months.
- b) This Agreement may be reviewed sooner should there be changes to legislation or other exceptional circumstances.
- c) All changes to this Agreement are to be agreed and approved by all signatories prior to the changes taking place.

14. Withdrawal

- a) The designated officer (as outlined in Section 24 of this Agreement) for any Party who wishes to withdraw from this Agreement must inform the Housing Executive's lead officer in writing. The Housing Executive's lead officer will inform the relevant representatives from the other Parties.
- b) Information which is no longer relevant should be retained and destroyed in accordance with the UK GDPR Article 5 (1) (e) 'storage limitation' principle..." (as incorporated into UK and Northern Irish law) and each Party's own retention policy, the information should not be kept any longer than is necessary. This relates to any information the Party has obtained pursuant to this Agreement and in the duration of the Agreement.

15. Indemnity

- a) In the event of a breach of this Agreement which results in a financial penalty, claim or proceedings, the parties agree to co-operate to identify and apportion responsibility for the breach. Each party shall have a right of indemnity from the other party where the breach has occurred at the fault of the other party.

16. Limitation of liability

- a) Subject to clause 16b, the amount of any liability of each Party to the other under this Agreement will be limited to £10m in respect of any one incident involving a breach or breaches of the DPA 2018 and/or the UK GDPR of that Party.
- b) Neither Party excludes or limits liability to the other Party for
 - Fraud or fraudulent misrepresentation;
 - Death or personal injury caused by negligence;
 - Any matter for which it would be unlawful for the Parties to exclude liability.

17. Allocation of cost

- a) Each Party shall perform its obligations under this Agreement at its own cost.

18. Roles and Responsibilities

- a) Each Party shall nominate a single point of contact within their organisation who can be contacted in respect of queries or complaints regarding the DPA 2018, UK GDPR and or/or compliance under the terms of this Agreement.

Housing Executive	Mears Ltd
Data Protection Officer 2 Adelaide Street Belfast BT2 8PB	 Mears Limited Email:

19. Third Party Rights

- a) No one other than a Party which is subject to this Agreement shall have any right to enforce any of its terms.

20. Variation

- a) No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised lead officer).

21. 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 they will negotiate in good faith to review the Agreement in light of the new legislation.

22. Nullity

- a) If any provision of this Agreement is null and void or cannot be otherwise enforced, the remaining provisions will remain in full force. Parties will then agree on a provision that approximates the scope of the void or unenforceable provision as much as possible.

23. 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 United Kingdom and Northern Ireland law.

24. Signatories

We the undersigned agree that the Party that we represent will adopt and adhere to this DSA.

Name: **Jennifer Hawthorne**
Post held: **Director of Housing Services**
Party: **Northern Ireland Housing Executive**
Date: 24 October 2023

Signature:



Name:
Post held:
Party: **Mears Ltd.**
Date:
Signature:

Party lead officer

Party	Party lead officer	Email address
NIHE	Jennifer Hawthorne	
MEARS Ltd		

Party designated officers

Party	Party designated officers	Email address
	Brian O'Kane	
NIHE		
		
		
		
MEARS Ltd.		
		

Core Parties

- **Northern Ireland Housing Executive**
- **Mears Limited**

The Data Protection Principles

- a) Lawfulness, fairness and transparency;
- b) Purpose limitations;
- c) Data minimisation;
- d) Accuracy;
- e) Storage limitations;
- f) Integrity and confidentiality.

Article 5(1) of the UK GDPR states that personal data shall be:

- (a) processed lawfully, fairly and in a transparent manner in relation to the data subject (**'lawfulness, fairness and transparency'**);
- (b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall, in accordance with Article 89(1), not be considered to be incompatible with the initial purposes (**'purpose limitation'**);
- (c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed (**'data minimisation'**);
- (d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay (**'accuracy'**);
- (e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with Article 89(1) subject to implementation of the appropriate technical and organisational measures required by this Regulation in order to safeguard the rights and freedoms of the data subject (**'storage limitation'**);
- (f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures (**'integrity and confidentiality'**)."