

Memorandum of understanding regarding data sharing

SUMMARY OF AGREEMENT:

- (A) This Agreement between the Department for Communities and Local Government (DCLG) and the Department for Energy and Climate Change (DECC) sets out the procedures that will be followed and the safeguards that have been put in place to ensure that the data shared between the two organisations, referred to below, complies with: the privacy requirements embodied in the Data Protection Act 1998, the disclosure constraints set out in the Pre-release Access to Official Statistics Order 2008 and the principles embodied in the Information Commissioner's Code (ICO) of Practice on Data Sharing. This agreement will be placed in the public domain.
- (B) More specifically, this Agreement sets out the arrangements that both parties, and their agents, have agreed to implement in order to ensure that the data shared between them pursuant to this agreement:
- are kept secure;
 - are used only for research or statistical purposes;
 - are not disseminated or published in any way that might reveal private information relating to identifiable individuals;
 - are not prematurely released before their pre-announced publication date.
- (C) The agreement will be reviewed every two years, or sooner where substantial revisions are required, or in the event of a breach. The next review point will be in January 2018.
- (D) This MOU is not intended to be legally binding.

1. USE OF THE DATA WITHIN DECC

- 1.1 There are three types of routine EHS data access and usage required by DECC and to which this agreement applies:
- (i) Extended pre-release access to the **research version**¹ of EHS data for the purposes of complementary DECC statistics publications, not released before the first DCLG EHS publication.
 - (ii) Access to and usage of addresses and geographical identifiers. Address information is only used with the consent of respondents. These data are not published and will remain unpublished.
 - (iii) Use of the research version of EHS data for analysis and research in DECC. These data are also the basis for several DECC models and statistical tools.
- 1.2 DECC need, and DCLG will provide in accordance with this agreement, access to the EHS data for a number of purposes, including:
- (i) to produce the annual National Statistics on the number of households in Fuel Poverty;
 - (ii) to produce local area estimates of fuel poverty, regularly used by Local Authorities, key stakeholders and academics;

¹ **Research version** of the EHS data refers to the full data without any top-coding applied to it.

- (iii) to match EHS data to actual energy consumption data, and other surveys;
- (iv) to produce energy consumption statistics for the UK housing stock;
- (v) to generate tools for wider research and policy analysis purposes;
- (vi) to simulate domestic energy consumption and carbon emissions under a number of future scenarios, to assess impacts of future policies;
- (vii) to feed into various models, such as the National Household Model;
- (viii) more generally, to develop the evidence base on household's energy consumption and behaviour, and the impact of energy efficiency measures installed in the house;
- (ix) In order to re-contact people for follow-up work, where households have consented to this.

1.3 A list of all the data files and variables required by DECC, and the timetable for data sharing is provided in Annex A.

2 TERMS OF DATA SHARING

- 2.1 DECC will become data controller within DECC once they receive the specified EHS dataset from DCLG. However, the same role will not apply for the published EHS dataset deposited by DCLG at the UK Data Archive.
- 2.2 Both parties will comply with the requirements set out in the Pre-release Access to Official Statistics Order 2008.
- 2.3 Both parties will deal with personal data in a manner which is compliant with the Data Protection Act 1998 and guidance from the ICO (see Annex B).
- 2.4 In the unlikely event that the DCLG's first release of data is delayed to the point where it may impact DECC's publication schedule, DCLG and DECC will negotiate a revised publication timetable.
- 2.5 DECC will implement the following procedures to safeguard the EHS data once received:
 - (i) All datasets will be transferred directly between DECC and DCLG in either SPSS or excel format. They will be sent via the Government Secure Intranet.
 - (ii) All data will be stored on a secure network drive in DECC. Access to this will be restricted to authorised staff in DECC.
 - (iii) DECC users will be required to complete a user access request detailing which specific datasets (and for which year/s) they require and provide a valid business reason for its use.
 - (iv) DECC users will be authorised by the Head of Profession in DECC (who is also the Senior Responsible Officer (SRO)). The SRO will maintain a list of authorised users in DECC.
 - (v) The SRO will ensure that the authorised staff, know, understand and guarantee to maintain the confidentiality and disclosure requirements outlined in this agreement.
 - (vi) DECC will only receive address information for those households who consented to data matching or re-contact for a follow-up study. DCLG will send a separate password protected file with only the EHS unique case identifier (aacode) plus all the address fields (including the postcode).

(vii) DECC users will require separate authorisation to access the address information. The address data will be stored separately to the other EHS datasets.

- 2.6 The results of any analysis will only be published in aggregate tables. Tables that contain very small sample numbers in some cells may be disclosive. In the event of publishing findings, DECC will ensure that tables do not report numbers or percentages that are disclosive.
- 2.7 The EHS record level data will not be released externally outside of DECC and its contractors, apart from in those instances outlined in Section 3.
- 2.8 The data will be retained by DECC, and the need for further retention will be reviewed on an annual basis. Once DCLG have transferred the specified files to DECC, DCLG are under no obligation to retain a copy and resend the files at a later date. DECC will have responsibility for backing up of the received datasets.
- 2.9 DECC will ensure its contractors comply with the following conditions, and do so in compliance with the Data Protection Act and Code of Practice for Official Statistics:
- (i) maintain the security of the EHS datasets;
 - (ii) do not use the pre-release, or any EHS data apart from to fulfil its contractual obligations;
 - (iii) not to use access to the EHS for personal or commercial advantage.
- 2.10 DCLG will continue to include appropriate consent questions in the main survey, as required by DECC, to provide for the uses covered in this agreement. DCLG will also consult with DECC on an annual basis to ensure any documentation provided to participants meets their requirements.
- 2.11 Both parties will endeavour to meet any adhoc work requests outside of this agreement, negotiating the arrangements when these requests are received.

3 EXTERNAL RELEASE OF EHS DATA BY DECC

- 3.1 DECC will provide DCLG with the detailed fuel poverty tables prior to their publication in May each year by DECC, to ensure that DCLG is satisfied with the content of these. DCLG will not share the tables externally prior to DECC publishing, nor circulate them internally beyond those requiring access on the EHS team.
- 3.2 DCLG will be provided (upon request) with the research version of the fuel poverty datasets for internal analysis and research purposes. This data is not to be circulated for wider use beyond DCLGs analytical team.
- 3.3 DECC will not release the fuel poverty public access data set until DCLG has published the data alongside their full annual report. DECC will directly liaise with the UK Data Archive and arrange for fuel poverty data to be released after the release of the main EHS datasets. This ensures both datasets are released at the same time and that users are able to find both sources in the same place.

- 3.4 The National Household Model is still in development, but it is planned that it will be released to external stakeholders via an end user licence. Exact terms to be agreed with DCLG in due course.

4. REPRESENTATIVES

- 4.1 DECC and DCLG will each appoint a Senior Responsible Officer and a representative to be the primary point of contact in all matters relating to this Agreement:

For DECC:

The Senior Responsible officer will be the Head of Statistics and the representative will be the Grade 7 analyst in the Fuel Poverty statistics team.

For DCLG:

The Senior Responsible officer will be the Project Director of the English Housing Survey and the representatives will be Grade 7 analysts in the English Housing Survey (EHS) team.

- 4.2 The Parties agree that the agreement will be reviewed biennially, with the next review in January 2018, unless substantive revisions are required before this time. Nominated representatives from both departments will meet at the minimum annually to discuss any issues and uses of the data.

5. FREEDOM OF INFORMATION

- 5.1 The Parties are both subject to the provisions of Freedom of Information Act and the Environmental Information Regulations and shall assist and co-operate with each other to enable each other to comply with their respective statutory duties in relation to Requests for Information. In particular, where a Party receives a Request for Information pertaining to the subject matter or operation of this Agreement, it shall as soon as practicable notify the other Party's nominated representative, in writing, of the details of the information requested, the date such Request was made and, if permitted by law, the name of the person making the Request. The Party which has received the Request shall, prior to responding to the applicant, consult with the other Party and to facilitate such consultation shall provide it with a copy of all information which it proposes to disclose not less than 5 working days before disclosure.

6 LOSS AND UNAUTHORISED RELEASE

- 6.1 DECC and its contractors will report to all parties any loss or unauthorised release of the data, as soon as possible, or no later than 24 hours after the loss or unauthorised release.
- 6.2 Any loss or unauthorised release of the data by the Parties will need to be investigated jointly by all parties. Existing departmental data incident processes and reporting will be utilised.

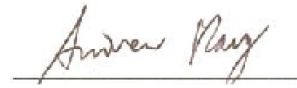
7 TERMINATION

- 7.1 Any dispute arising from a breach of the terms of this agreement will, in the first instance, be addressed by immediate discussions between the respective Senior Responsible Officers and their colleagues. Termination of the agreement will be considered only as a last resort, and will require the relevant party to give one month's written notice of their intention to terminate.
- 7.2 Any disputes arising concerning this Agreement will be resolved initially by discussions between the Parties.

8 STATUTORY COMPLIANCE

- 8.1 The Parties shall comply with all relevant legislation, regulations, orders, statutory instruments as amended or re-enacted in relation to the subject matter of this agreement.

SIGNED for and on behalf of
**THE SECRETARY OF STATE
FOR ENERGY AND CLIMATE CHANGE**
By:



Name: Andrew Ray
Title: Head of Statistics, DECC
Date: 11/5/16

SIGNED for and on behalf of
**THE SECRETARY OF STATE
FOR COMMUNITIES AND LOCAL GOVERNMENT**
By:



Name: Scott Dennison
Title: Deputy Director Housing and
Planning Analysis
Date: 8/3/16

ANNEX A – EHS DATA REQUIREMENTS

See separate workbook

ANNEX B – References

1. Data Protection Act 1998

<http://www.legislation.gov.uk/ukpga/1998/29/contents>

2. Pre-release Access to Official Statistics Order 2008

<http://www.legislation.gov.uk/uksi/2008/2998/contents/made>

3. Information Commissioner Code of Practice on Data Sharing

http://www.ico.gov.uk/for_organisations/data_protection/topic_guides/data_sharing.aspx

4. Code of Practice for Official Statistics

<http://www.statisticsauthority.gov.uk/assessment/code-of-practice/index.html>

5. National Statistician's Guidance: Confidentiality of Official Statistics

<http://www.statisticsauthority.gov.uk/national-statistician/ns-reports--reviews-and-guidance/national-statistician-s-guidance/index.html>