

**Dear Sir/ Madam**

**Submission of electronic Direct Earnings Attachment schedules by e-mail**

**You have** indicated an interest in submitting your Direct Earnings Attachment schedules to DWP by e-mail.

If you wish to proceed with this arrangement you must sign (by hand – not electronically) the Annex attached to this letter to indicate that you have read its terms and agree to observe them.

Please post your signed copy of the Annex to:

**Freepost DWP DEA DM**

We suggest you make a photocopy of the signed Annex and retain it for your own records and future reference.

**Annex**

**The use of Direct Earnings Attachment schedules**

1. Where an employee owes a debt to the Department for Work and Pensions (“**DWP**”), DWP may require their employer to make a deduction from their earnings and pay it directly to DWP in respect of the debt.
2. Where an employer is required to make such a deduction in respect of *more than one* employee, rather than make a series of separate payments in respect of each employee it will often make a single payment to DWP which comprises all of the deductions.
3. In this scenario, the employer is required to provide DWP with a Direct Earnings Attachment (“**DEA**”) schedule which identifies the employees in respect of whom a deduction has been made and explains how much of the single payment relates to each of them.
4. Until now, employers have been required to use hard copy DEA schedules and to submit them to DWP by post.
5. However, DWP is now prepared (in certain circumstances) to allow employers to use electronic DEA schedules (referred to below as “**E-Schedules**”) and submit them to DWP by e-mail.

**Purpose of this Annex**

1. The purpose of this Annex is to set out the data-sharing arrangements between DWP and you (the “**Employer**”) in relation to the use and submission of these E-Schedules. Specifically, it explains the principles and processes for securely exchanging and using the personal data contained within these E-Schedules and has been entered into for the purposes of the Data Protection Principles set out in the General Data Protection Regulation (GDPR) act 2018.
2. This Annex does not remove or reduce the legal obligations or responsibilities on either DWP or the Employer - for example as data controllers under the General Data Protection Regulation (GDPR) act 2018.

**DWP obligations**

1. DWP agrees that it will:
	1. Following receipt of a copy of this Annex signed by the Employer, send the Employer:
		1. an E-Schedule in Microsoft Excel format; and
		2. an e-mail address to which the Employer is required to submit its completed E-Schedules going forwards.
	2. In the event of a change to the format of the E-Schedule, or to the e-mail address to which they should be submitted, send the Employer an updated E-Schedule or e-mail address as soon as reasonably possible.
	3. Contact the Employer if it requires further information for the purpose of identifying the employees in the E-Schedule in respect of whom the Employer has made a deduction.
	4. Handle the personal data contained in any E-Schedule submitted by the Employer in a manner which complies with the General Data Protection Regulation (GDPR) act 2018.
	5. Be the data controller of the personal data contained in any E-Schedule submitted by the Employer but only from such time as the E-Schedule is delivered to the e-mail address to which DWP has most recently instructed the Employer to submit its E-Schedules.
	6. Not disclose the personal data contained in any E-Schedule submitted by the Employer to any other organisation unless permitted to do so by law.
	7. Store, retain and destroy the personal data contained in any E-Schedule submitted by the Employer in accordance with DWP’s internal procedures and Records Management Policy.
	8. In the event of any information security incident that relates to the use of the Employer’s E-Schedules, follow its own internal processes and notify the Employer of the incident.

**Employer obligations**

1. The Employer agrees that it will:
	1. Use the most recent version of the E-Schedule provided by DWP for all submissions of DEA schedules where a deduction is being made in respect of more than one employee.
	2. Only submit completed E-Schedules to the most recent e-mail address provided by DWP.
	3. Not amend the E-Schedule provided by DWP other than to populate it with the requested information.
	4. Not include in any E-Schedule (or in any covering e-mail) any additional personal data regarding employees. (DWP has designed the E-Schedule to limit the amount of personal data the Employer is required to supply to the minimum required for DWP to identify the employees to whom a payment relates.)
	5. Ensure that any information inserted into any E-Schedule is accurate and up to date. If the Employer becomes aware that any information contained in an E-Schedule was not accurate and up to date at the time it was submitted to DWP, the Employer will contact DWP as soon as possible (and in any event no later than 12 hours after such an error comes to light).
	6. Be the data controller of the personal data contained in any E-Schedule until such time as the E-Schedule is delivered to the e-mail address to which DWP has most recently instructed the Employer to submit its E-Schedules.
	7. Seek its own advice on whether it is legally able to supply DWP with the personal data contained in the E-Schedules by e-mail.
	8. In the event of any information security incident that relates to the submission of E-Schedules to DWP, follow its own internal processes, notify DWP of the incident and, if requested to do so, delay the submission of any further E-Schedules to DWP by e-mail.

**Liability**

1. Neither DWP or the Employer accept any liability for any loss whether direct or indirect, for loss of business, revenue or profits, wasted expenditure, corruption or destruction of data or for any other indirect or consequential loss whatsoever arising from sending or receiving the E-Schedules by e-mail and both DWP and the Employer exclude any such liability, whether in contract, tort (including for negligence) or otherwise to the maximum extent permitted by law.

**Review and Termination**

1. DWP will review the use of the E-Schedules, and their submission by e-mail, at least once in every 12 month period to assess their on-going effectiveness.
2. At any time either DWP or the Employer may terminate this arrangement, and revert to the use of manual DEA schedules, without giving a reason by giving the other one month’s notice in writing.

**Signature**

1. **By signing the below, you accept that you have read this Annex and agree to observe the obligations and terms contained within it.**

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| **Signed by:** Representing the Secretary of State for Work and Pensions |
| **Signed by: Elaine Ockwell** |
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| **Signed by:** Representing:  |
| **Name:**  |
| **Job Title:****Telephone:****email address:**  |
| **Date:**  |