



Department for
Energy Security
& Net Zero

Data Sharing Agreement (DSA)

Wave 3 of Warm Homes: Social Housing Fund

Between the Secretary of State for Energy Security and Net Zero

and

INSERT THE NAME(S) OF GRANT RECIPIENT

Contents

Contents	2
Glossary of key terms	3
Introduction	5
Principle 1 – Lawfulness, Fairness and Transparency	6
Legal gateways.....	6
Data to be shared	7
How data will be shared	9
Data controller relationship	10
Transparency	10
Principle 2 – Purpose Limitation	11
Further use and onward disclosure.....	12
Principle 3 – Data Minimisation	13
Principle 4 – Accuracy	13
Principle 5 – Storage Limitation	14
Principle 6 – Integrity and Confidentiality	15
Principle 7 – Accountability	16
Rights of data subjects.....	16
Governance and administration	17
Appendices	20
Signatories	22
Appendix A – Summary of Processing	23
Appendix B – Key Contact Details	25

Glossary of key terms

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

Term	Explanation
“Authority”	means DESNZ and any DESNZ delivery agent, DESNZ delivery partner, or other contractor or organisation appointed by DESNZ to act on its behalf in connection with delivering WH:SHF Wave 3
“Conclusion Date”	has the meaning given in the GFA
“Consortium”	means a group of local authorities, housing associations and/or private companies working together to deliver WH:SHF Wave 3 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
“DESNZ”	means the Department for Energy Security and Net Zero
“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 WH:SHF Wave 3 Grant Funding Agreement between DESNZ 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: <Insert Grant Recipient Name>
“Long Stop Date”	has the meaning given in the GFA
“Partners”	means partners to this Agreement, namely the Secretary of State for Energy Security and Net Zero 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
“WH:SHF Wave 3”	means Wave 3 of Warm Homes: Social Housing Fund
“WH:SHF Wave 3 Data”	is the overarching term for the data shared by the Grant Recipient with the Authority and encompasses WH:SHF Wave 3 Performance Monitoring Data, WH:SHF Wave 3 Scheme Delivery Data, and WH:SHF Wave 3 Fraud and Non-Compliance Data, and certain fields will be loaded into the DESNZ Energy Efficiency Installation Checker.
“WH:SHF Wave 3 Self-Conducted Evaluation Data”	means data which is collected by Grant Recipients for mandatory or optional Self-Conducted Evaluation of WH:SHF Wave 3.
“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
Energy Efficiency Installation Checker (Checker)	means a digital tool where approved users who meet the User Access Policy can access relevant information about where energy efficiency and low carbon heat measures have been installed in properties. This data is stored within a secure data storage system hosted by DESNZ. Also referred to as the Checker.

Introduction

1. This Data Sharing Agreement (DSA) sets out the data sharing arrangements between the Grant Recipient and the Authority in relation to Wave 3 of the Warm Homes: Social Housing Fund (WH:SHF Wave 3). It covers personal data shared by the Grant Recipient with the Authority and by the Authority with the Grant Recipient.
2. WH:SHF Wave 3 is supported by grant funding to the Grant Recipient from the Authority in accordance with the WH:SHF Wave 3 Grant Funding Agreement (GFA).
3. Arrangements for the sharing of non-personal data by the Grant Recipient with the Authority and by the Authority with the Grant Recipient are not in scope of this DSA. These are set out in the WH:SHF Wave 3 GFA.
4. The primary purpose of WH:SHF Wave 3 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 WH:SHF programme seeks to raise the energy performance of as many of the 1.4m social homes below EPC Band C, as possible.
5. WH:SHF Wave 3 funding cannot be blended with other government schemes such as Energy Company Obligation or the Home Upgrade Grant etc for the same individual measure. The Authority will load data shared by the Grant Recipient into the Energy Efficiency Installation Checker (the "Checker") and will onward share the data along with other datasets to the Users of the Checker ("Users") in line with the DESNZ Checker's Data sharing agreement and User Access Policy. This is for the purpose of preventing and detecting fraud, error and non-compliance, which includes but not limited to preventing potential blending or duplicate funding for measures that already exist and funding for sub-standard measures installed (further details on the purpose is set out below in the Purpose limitation section).
6. 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 "**WH:SHF Wave 3 Data**") necessary for the Authority's delivery, performance management, official reporting, and evaluation of WH:SHF Wave 3, in a way which:
 - a. allows WH:SHF Wave 3 Data to be shared with the Authority's research and evaluation partners
 - b. allows the Authority to process it for delivery, administrative, prevention and detection of fraud, error and non-compliance, research and statistical purposes, provided that the Authority always complies with the provisions of the DPA and UK GDPR

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7. 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 considered; 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).
 8. 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.
 9. This DSA will commence when it has been signed by all Partners and will terminate one year after the end of the Long Stop Date or, if later, one year after the Authority's receipt of the final transfer of WH:SHF Wave 3 Scheme Delivery Data from the Grant Recipient at project closure.

Principle 1 – Lawfulness, Fairness and Transparency

10. 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 WH:SHF Wave 3
 - b. evaluate whether WH:SHF Wave 3 has met its policy objectives
 - c. mitigate and to support effective management of fraud, error and non-compliance under WH:SHF and other schemes
 - d. produce official statistical reports on the delivery of WH:SHF Wave 3

Legal gateways

11. Personal data collected as part of the WH:SHF Wave 3 Data and 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.
12. Specifically, the Partners must share and process WH:SHF Wave 3 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)

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- 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 WH:SHF Wave 3 funding has been spent and assessing whether this expenditure has enabled it to meet its objectives under the scheme
 - d. Processing personal data for the purposes of preventing and detecting fraud, error and non-compliance.

a. < Grant Recipient to add any specific functions that are supported by WH:SHF Wave 3 Data sharing.>

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

Data to be shared

- 13. The Grant Recipient agrees to provide the Authority with monthly reporting as set out in the GFA. This includes the following personal data in paragraphs 14 to 16.
- 14. WH:SHF Wave 3 **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 and building characteristics
 - c. Details of the funding used to support installations, including from DESNZ, the Grant Recipient, and additional contributions from owners or other third parties
 - d. The measures planned or delivered, including type, 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. Company names of installers, and details about any relevant accreditation, such as TrustMark License Numbers (TMLNs)
- 15. WH:SHF Wave 3 **Fraud and Non-Compliance Data** is data relating to suspected fraudulent, erroneous and non-compliant 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, error or non-compliance, or to support an audit or review of WH:SHF Wave 3. This data is expected to

include personal data which could include but not limited to the property address, measure details, the relevant installer contact details, case details, associated dates (e.g. date prevented, detected, resolved etc), the value at risk, how it was resolved and any other information relevant to the issue identified.

16. WH:SHF Wave 3 **Funding Duplication Data**- The data shared by the Grant recipient with the Authority will be loaded into the Energy Efficiency Installation Checker monthly. Users of the Checker will access this data through the tool and in accordance with the Checker's Data Sharing Agreement and Users access Policy, the personal data is expected to include (but is not limited to):
- a. The address of the relevant property
 - b. Unique Property Reference Number (UPRN)
 - c. Characteristics of the property
 - d. The date/s of the installation;
 - e. The name of the government scheme under which the installation was funded;
 - f. details of the energy efficiency measure, or low carbon heating system installed, including type, size, cost and month of completed installation;
 - g. pre and post installation property SAP or RdSAP assessments with scores;
 - h. details of the installers in relation to each installation of a WH:SHF Wave 3 measure, including any relevant accreditation, registration information and measure reference number;
 - i. TrustMark and Microgeneration Certification Scheme (MCS) and similar accreditation bodies installation certificate number and associated details such as lodgement date;
 - j. This is not an exhaustive list of the personal data which will be loaded into the Energy Efficiency Installation Checker, and additional fields from the WH:SHF wave 3 scheme delivery data may be loaded into the Energy Efficiency Installation Checker if this information is relevant and proportionate to tackling fraud and error risk.
 - k. The Authority will load the data provided by the Grant Recipients into the Energy Efficiency Installation Checker ("Checker") to enable Users to check that ineligible blending or duplication has not taken place (as well as the other purposes set out below and in paragraph 32 of this DSA). The Scheme delivery data loaded into the Checker will be shared to Users including but not limited to scheme administrators (such as Ofgem, Energy Suppliers, Local authorities, social housing providers), Delivery agents and partners by the Authority in accordance with the Checker's User Access Policy for the purpose of preventing and detecting fraud, error and non-compliance. Details on the onward sharing for the Checker is set out in paragraph 36 of this DSA. Where a potential case of ineligible blending or duplication of funding is identified, Users will notify and share the data with the Authority relating to the suspected duplication or blending of funding that has been identified (which could include WH:SHF Wave 3 data). Such notifications are expected to include personal data collected under other government schemes. Scheme administrators/the

Authority may share data with WH:SHF Wave 3 Grant recipients by secure means from the Checker to clarify anomalous records identified.

The data loaded into the Checker will also be used for additional purposes in line with the Checker's User Access Policy relating to prevention and detection of fraud, error and non-compliance which includes but not limited to:

- Enable assurance that measures installed have been appropriately lodged (e.g. TrustMark, MCS etc) where this is a scheme requirement and therefore meet compliance and measure eligibility requirements.
- To use the Energy Performance Certificate (EPC) information recorded for the prevention and detection of fraud, error and non-compliance.
- DESNZ and their partners for assurance and audit purposes.
- Any testing associated with the Checker

17. WH:SHF Wave 3 **Self-Conducted Evaluation Data** is data collected at least yearly by Grant Recipients and shared with the Authority and the Authority's research and evaluation partners. The Grant Recipient must anonymise any personal data before sharing with the Authority. It is collected to support an assessment of whether WH:SHF Wave 3 has achieved its objectives, and to support the evaluation of WH:SHF Wave 3. Specific requirements are set out in paragraph 8 of the GFA.

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 WH:SHF Wave 3 Data with the Authority via the WH:SHF Data Management System (DMS).

20. Once the Grant Recipient has provided the Authority with WH:SHF Wave 3 Data, the Authority may share this data with third parties, including other Government Departments and the Authority's delivery and research and evaluation partners. The rationale and scope for the Authority's onward disclosure of this data is set out in Principle 2 – Purpose Limitation. Sharing of WH:SHF Wave 3 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 8 of the GFA, the Grant Recipient will share WH:SHF Wave 3 Data on a monthly basis, on or before the 10th working day of the month, for the duration of the Funding Period and up until the Long Stop Date or, if later, until it has shared all WH:SHF Wave 3 Scheme Delivery Data for installations funded under the GFA.

22. In addition, the Grant Recipient will share WH:SHF Wave 3 Fraud and Non-Compliance Data with the Authority as and when issues of fraud and non-compliance are identified

and also within the monthly scheme delivery data. The authority may in turn share this data with other third parties, including other Government Departments and its contractors.

23. As per paragraph 16, relevant fields from WH:SHF Wave 3 data provided by the Grant Recipients will be loaded into the Checker. This data will be stored within a secure data storage system hosted by DESNZ and operated by DESNZ and/or a third party nominated by DESNZ. Access to the Checker will be via a secure-log in provided to the Users In line with the DESNZ Checker's User Access Policy.

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

Data controller relationship

25. DESNZ and the Grant Recipient are Independent Data Controllers for the data that shared under this agreement. DESNZ 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

26. The Grant Recipient accepts responsibility for ensuring that both the DESNZ Privacy Notice, which the Authority has provided to the Grant Recipient, and their own Privacy Notice, are provided to Data Subjects, installers and, where applicable, Consortium members in compliance with the DPA and UK GDPR.

27. 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.

28. 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 DESNZ and will be shared with the DESNZ research and evaluation partners. It must also notify their data subjects that data collected will also be used by DESNZ, its partners and other scheme administrators (including but not limited to Local authorities, Ofgem etc), energy suppliers etc for the purpose of fraud, error and non-compliance prevention and detection.

29. 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.

30. As part of the DESNZ 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.

[Link to WH: SHF Wave 3 Privacy Notice](#)

Principle 2 – Purpose Limitation

31. 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:

- a. the administration and management of WH:SHF Wave 3
- b. an assessment of whether WH:SHF Wave 3 has achieved its objectives
- c. the publication by Authority of statistical reports relating to WH:SHF Wave 3
- d. an evaluation of WH:SHF Wave 3 and any associated home energy or carbon reduction policies, where applicable
- e. loading data into the Checker for the purposes of preventing and detecting fraud, error and non-compliance with measures and properties to support effective management of fraud, error and non-compliance under WH:SHF Wave 3 and other schemes. This can include but not limited to debt recovery, prosecution and independent assurance review/audit activity to understand fraud, error and non-compliance exposure and how to reduce it for current and future schemes (as set out in paragraph 32 and 33 of the DSA)

32. As per paragraph 5 of this DSA, WH:SHF Wave 3 cannot be blended with other energy efficiency and low carbon heat schemes such as the Energy Company Obligation (ECO), Boiler Upgrade Scheme (BUS), Local Authority Delivery (LAD), HUG, Warm Homes: Local Grant (WH:LG) or the WH:SHF for the same individual measure. The Authority will therefore load the WH:SHF Wave 3 scheme delivery data into the Checker to allow approved Users to access WH:SHF Wave 3 data as well as other past, present and future Government energy efficiency and low carbon heat schemes. This is for the purposes of prevention and detection of fraud, error and non-compliance which includes but is not limited to:

- identifying potentially fraudulent or erroneous applications and to prevent government funding for measures that already exist and therefore do not receive additional or duplicate funding;
- enabling assurance that measures have been appropriately lodged where this is a scheme requirement and so meet compliance and measure eligibility requirements. This would be with relevant approving bodies such as TrustMark, Microgeneration Certification Scheme (MCS) or similar governing bodies.
- using the EPC information recorded for the prevention and detection of fraud, error and non-compliance.
- use of data for audit and assurance purposes by the Authority and their partners
- using a full or limited data set for a defined, time-limited period to conduct tests to inform and improve the functionality of the Checker.

33. The Authority will use WH:SHF Wave 3 Fraud and Non-Compliance Data to manage and prevent fraud related to WH:SHF Wave 3. This may be done through comparison of WH:SHF Wave 3 Data to other databases including, but not limited to, Companies House, TrustMark, Energy Efficiency Installation Checker, and/or related operational databases. The Authority will also run independent assurance and audit exercises using an appointed supplier to better understand exposure and causes of non-compliance, error and fraud within the WH:SHF Wave 3 scheme. This will enable improvements to the design and the delivery of WH:SHF and any other current and future schemes.

34. Where the Authority uses all or some of the data for fraud, error, non-compliance, research, evaluation, and statistical purposes, this may be linked with data from other data sources held by the Authority or other Government Departments.

35. The research, evaluation, and statistical purposes expected to be undertaken using WH:SHF Wave 3 Data may include, but are not limited to:

- a. analysing whether the presence of measures installed under WH:SHF Wave 3 has led to a significant change in energy consumption. This may be done by comparing WH:SHF Wave 3 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.
- b. linking and/or comparing the WH:SHF Wave 3 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:
 - i. Progress against fuel poverty targets.
 - ii. Insulation levels across the UK's housing stock, and impact on remaining potential for cavity wall, solid wall, and loft insulation.
 - iii. The characteristics of the property (e.g., location, property type, and tenure) to inform future policy making.
- c. address matching WH:SHF Wave 3 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).
- d. contacting named individuals to seek their informed consent to participate in WH:SHF Wave 3 evaluation research.

Further use and onward disclosure

36. To effectively audit and manage WH:SHF Wave 3 and other Government schemes, the Authority may need to share WH:SHF Wave 3 scheme delivery data and Fraud, error and Non-Compliance Data with delivery partners and other scheme administrators such as local authorities, Ofgem, energy suppliers etc of past, current or future energy efficiency or low carbon heating government support schemes via the Checker. There is a separate data sharing agreement for the Checker, which must be signed by and returned to the Authority prior to relevant administrators, organisations, partners etc gaining access to the Checker. There will also be a User Access Policy sent to all Users organisations which will set out the legitimate users, and the terms and conditions which must be followed at all times by all Users when using the Checker. The Users of the Checker can include, but are not limited to:

- relevant teams at the Authority and their delivery agents/partners;
- scheme administrators, such as local authorities, Housing Associations (their delivery partners if necessary), Ofgem etc;
- TrustMark and other accreditation bodies such as MCS;
- energy suppliers/companies;
- devolved administrators (including their local authorities and delivery partners); and
- other approved users of the Checker

37. The Authority may share WH:SHF Wave 3 Data with its third-party research partners or appointed assurance suppliers to enable independent assessment of whether WH:SHF Wave 3 is achieving its stated objectives and for independent assurance review/audit activity to understand fraud, error and non-compliance exposure and how to reduce it. Individual records within the audit samples used by the Authority or its appointed assurance supplier, may be cited in correspondence with other stakeholders in the WH:SHF wave 3 delivery chain (e.g. installers, assessors, accreditation bodies, energy companies etc) who were involved in the original installation or are part of the assurance activity. 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 DESNZ Information Asset Owner. Where this data sharing is necessary, the Authority will have a contract or 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. DESNZ 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.

38. The data items that may be included within the onward disclosures listed above include all of the data listed in paragraphs , 14,15, 16, 17, 31, 32 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

39. 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

40. 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 WH:SHF Wave 3 Data sent to the Authority
- 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 WH:SHF Wave 3 Data to the Authority

41. The Authority will also conduct checks on the WH:SHF Wave 3 Data it receives from the Grant Recipient to identify reporting errors, double counting, or ineligible households and/or installers.

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42. 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

43. The Authority will retain personal data included within WH:SHF Wave 3 Data shared under this DSA for up to 7 years after the Conclusion Date or, if later, the end of the Grant Recipient's delivery of WH:SHF Wave 3-funded installations, for the purposes outlined above.
44. For the prevention and detection of fraud, error and non-compliance some personal data including but not limited to property address and associated measures, EPC data, case details etc will be stored for a maximum of 25 years. Individual records may be retained beyond this if they relate to ongoing actions such as prosecutions, appeals or debt recovery. The data loaded within the Checker will be retained and shared with the approved Users on a proportionate risk relevance. Therefore, the retention period for this data will be based on an individual measure's useful life expectancy which could be up to 25 years. The retention period is necessary to prevent potential duplicate or additional funding being awarded. Therefore, there is a risk that if WH:SHF Wave 3 data is removed from the Checker before a measure's useful life expectancy end date, duplicate/additional funding may be erroneously awarded. An individual record may be kept longer if it relates to ongoing actions such as prosecution, appeals or debt recovery.
45. 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 necessary.
46. The Grant Recipient will retain any personal data included within WH:SHF Wave 3 Data in accordance with its own retention and disposal policies.
47. 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.

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.

48. The Grant Recipient is responsible for securely collecting and storing WH:SHF Wave 3 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

49. 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.

50. The Authority will hold all personal data in a secure environment using a Hyperforce Salesforce instance, and in secure SharePoint folders with restricted access controls, or on the Cloud-Based Analytical System (CBAS) that limit access to those on the WH:SHF data access list. Only designated teams within the Authority and nominated third parties will be able to access this data.

51. WH:SHF Wave 3 data will be stored on the infrastructure of an appointed service provider, Salesforce. The Authority will ensure that this data can only be accessed by specified limited teams within DESNZ or any third-party who may act on their behalf. The data loaded into the Checker will only be accessed by Users via the Checker, which meet the 'legitimate user section' of the Checker's User Access Policy, the Authority will also put in place a Data sharing agreement with the Users' organisation which will include measures which the organisation will need to have in place to ensure personal data is kept secure

52. 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 WH:SHF Wave 3 access list and kept to a reasonable minimum.
- b. the Authority will maintain the WH:SHF Wave 3 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.

53. Non-designated teams within the Authority and its nominated third parties may use an anonymised and aggregated version of the WH:SHF Wave 3 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.

54. 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 WH:SHF Wave 3 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.

55. Caroline Withey, the Programme Director for WH:SHF Wave 3 (or successor), has been appointed as the Authority's Information Asset Owner of the WH:SHF Wave 3 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>** (or successor) has been appointed as the Grant Recipient's Information Asset Owner of the WH:SHF Wave 3 Data and, as such, is ultimately responsible for the security of the personal data provided to the Authority under this DSA.

56. 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

57. 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.

58. The Authority confirms that the processing of WH:SHF Wave 3 Data covered in this DSA will be added to the DESNZ' existing central record of processing.

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

< Grant Recipient states here whether processing of WH:SHF Wave 3 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.>

Rights of data subjects

60. 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 their own and DESNZ 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	The right of erasure does not apply where the 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; 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	Not Applicable.
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

61. 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.>

Offshoring

62. Personal data shared with DESNZ will be stored in Salesforce, and 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.

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

Data processors and sub-processing

64. As explained in paragraph 25 of this DSA, DESNZ 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. DESNZ 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.

65. As explained in paragraphs 36 to 38 of this DSA, DESNZ 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. DESNZ remains the controller in all instances of sharing data with its delivery and research and evaluation partners and the partners will be processors.

66. DESNZ 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, error and non-compliance. 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 and other Users organisation's to support the sharing of the data.

67. 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 updated in privacy notices.

Consultation

68. 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.>

69. 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

70. It is not expected that any automated decision-making or profiling will be undertaken by the Authority with any WH:SHF Wave 3 Data.

Necessity and proportionality

71. 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

72. 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.

73. 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.

74. 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

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

76. 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.

77. 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 DESNZ' 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.

78. 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

79. 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

80. 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

81. 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 WH:SHF Wave 3 grant funding provided to the Grant Recipient.

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

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

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

Appendices

Description	Appendix
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Summary of Processing	A
Key Contact Details	B

Signatories

DESNZ Signature	
Signed:	
On behalf of the Secretary of State for Energy Security and Net Zero	
Name	Caroline Withey
Role	Programme Director, WH:SHF
Address	3-8 Whitehall Pl, London, SW1A 2HH
Email	WHSHF-wave3@energysecurity.gov.uk
Date	<Insert date>

Grant Recipient Signature	
Signed:	
On behalf of <Insert lead Grant Recipient and other Consortium members>	
Name	<Insert Signatory Name>
Role	<Insert Signatory Role>
Address	<Insert Grant Recipient Address>
Telephone (optional)	<Insert Signatory Telephone>
Email	<Insert Signatory Email>
Date	<Insert Date>

Appendix A – Summary of Processing

Description	Details
Subject matter of the processing	The processing relates to the delivery of WH:SHF Wave 3.
Duration of the processing	<p>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 Conclusion Date or completion of WH:SHF Wave 3 -funded installations.</p> <p>For the prevention and detection of fraud, error and non-compliance including the Checker, some personal data including but not limited to property address and associated measures, will be stored for a maximum of 25 years. Individual records may be retained beyond this if they relate to ongoing actions such as prosecutions, appeals or debt recovery.</p>
Nature and purposes of the processing	<p>The Grant Recipient will ensure that personal data relating to delivery of the WH:SHF Wave 3 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. In addition to be used for the purposes of preventing and detecting fraud, error and non-compliance including the Checker and assurance activities.</p> <p>The Authority will load the data provided by the Grant Recipients into the Checker, for the purpose of prevention and detection of fraud, error and non-compliance, this can include but not limited to:</p> <ul style="list-style-type: none"> • Checking whether the applicant’s property already has measures installed, to prevent duplicate or additional funding of measures. • To assure that measures have been appropriately lodged where this is a scheme requirement and so meet compliance and measure eligibility requirements. This would be with relevant approving bodies such as TrustMark, Microgeneration Certification Scheme (MCS) or similar governing bodies. • DESNZ and their partners use this data for assurance and audit purposes. • To use the EPC information recorded for the prevention and detection of fraud, error and non-compliance. • Using this data for any testing associated with the Checker.
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 (including Unique Property Reference Number, property characteristics) receiving installations, and

	<p>details about the installation including type, size, cost, and installer details</p> <ul style="list-style-type: none"> • Company name of installers • 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 • Information of the property such as Energy Performance Certificate. • Fraud, error and non-compliance case details such as dates, value of risk, information regarding the property, relevant installer details etc.
Categories of Data Subject	<ul style="list-style-type: none"> • Grant Recipients and consortium members, and their delivery partners • 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

DESNZ (the Authority) Key Contacts		
Programme Director	Name	Caroline Withey
	Email	WHSHF-wave3@energysecurity.gov.uk
Data Protection Officer	Name	DESNZ Data Protection Officer
	Email	dataprotection@energysecurity.gov.uk
	Name	Head of Information Rights Team
	Email	FOI.Requests@energysecurity.gov.uk
Data Lead	Name	Rebecca Rebis
	Email	Rebecca.rebis@energysecurity.gov.uk

Grant Recipient Key Contacts		
Project Lead	Name	
	Email	
	Telephone	
Data Protection Officer	Name	
	Email	
	Telephone (optional)	
FOIA Lead	Name	
	Email	
	Telephone (optional)	
Data Lead	Name	
	Email	
	Telephone (optional)	