



Home Office



**Department
for Work &
Pensions**

**PROCESS-LEVEL MEMORANDUM OF UNDERSTANDING
(PMoU)**

BETWEEN

THE HOME OFFICE

AND

DEPARTMENT FOR WORK AND PENSIONS (DWP)

In respect of: The exchange of information on existing benefits claimants who are eligible for the EU Settlement Scheme (EUSS) but have not applied by the end of the grace period - 30 June 2021.

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1	INTRODUCTION AND PARTICIPANTS TO THE PMOU
<p>1.1 This is a process-level Memorandum of Understanding (PMoU) made under the terms of the current Umbrella Memorandum of Understanding (UMoU) between the Home Office and DWP. Any personal data shared pursuant to this PMoU is subject to the provisions set out in the UMoU. This PMoU should therefore be read in conjunction with the UMoU. A copy of the UMoU is provided at Annex D.</p> <p>1.2 DWP have a separate data sharing agreement with Department for Communities (DfC) which allows DWP to use DfC data in the same way as its own for the purpose of this exercise.</p> <p>1.3 DWP have a separate data sharing agreement with Local Authorities which allows DWP to share data on Housing Benefit claimants with Local Authorities to enable communications and compliance actions. Data from this exchange may be shared onward with Local Authorities – see paragraph 19 for further information.</p> <p>1.4 This PMoU will be entered into by Home Office Data Services and Analytics (DSA) on behalf of the Home Office and DWP Data & Analytics (DWP D&A) on behalf of DWP who are responsible for the purpose-specific data sharing activity to which this PMoU relates.</p> <p>1.5 Collectively the bodies named above in section 1.2 are referred to as ‘Participants’ and individually are referred to as a “Participant”.</p>	
2	FORMALITIES
<p>2.1 PMoU Effective date: This PMoU will come into effect on 18 March 2021</p> <p>2.2 PMoU Review: The data sharing activity set out in this PMoU relates to a two-stage data sharing procedure that will be completed once the data sharing is complete.</p>	
3	CONTROLLER STATUS OF THE PARTICIPANTS
<p>3.1 The Home Office is Controller (as defined by UK Data Protection Legislation) and primary owner of the Home Office data transferred to DWP under this PMoU.</p> <p>3.2 The DWP is Controller (as defined by UK Data Protection Legislation) and primary owner of the DWP data transferred to the Home Office under this PMoU.</p>	
4	TYPE OF DATA SHARING ACTIVITY
<p>4.1 This PMoU covers the data sharing arrangement agreed between Home Office, DWP for a two-stage data matching exercise and communications plan.</p>	
5	PURPOSE/BACKGROUND
<p>5.1 From 1st July 2021, EU Nationals living in the UK who have not applied to the Home Office EU Settlement Scheme (EUSS) or have no lawful immigration status in the UK may no longer be eligible for benefits they are currently in receipt of.</p> <p><u>EUSS Deadline and Grace Period</u></p>	

5.2 The EU Withdrawal Agreement provides a 'buffer' to prevent EU Nationals finding themselves without lawful residence status by the end of the transition period (31 December 2020). So, there is a further six months, called the 'grace period' - **30 June 2021**, to allow EU Nationals and their family members to protect their lawful UK residence status via the EUSS.

5.3 This Process Level MoU (PMoU) sets out the data sharing arrangements between Home Office and DWP to identify EU National benefit claimants who have yet to apply for settlement under the EUSS or any other form of settlement in the UK by the end of the grace period. Those EU Nationals identified will then be communicated with through a variety of channels, encouraging them to apply by the deadline. This is to ensure that claimants obtain the required immigration status and remain eligible for the benefits they currently receive. The exchange will also involve Her Majesty's Passport Office (HMPO) who form part of the Home Office. They will provide assistance in identifying those who have held, or currently hold, a UK passport and are therefore not required to apply for settlement under the EUSS.

The data sharing between Home Office and DWP will take place in two phases:

Phase 1 - Proof of Concept (Completed).

5.4 In January 2021, a Proof of Concept exercise (PoC) took place for the purpose of testing matches levels only and to provide indicative volume of potential cases. This is now complete. For ease of reference a copy of the Process MoU for the PoC exercise is provided at **Annex E**.

Phase 2 – The Two-Stage data matching process to identify EU benefit claimants without status

5.5 This PMoU sets out the data sharing arrangement for Phase 2, a two-stage data matching process to proactively identify EU benefit claimants without status by the end of the grace period, and to write to them to apply for EUSS or any other immigration status before the grace period ends, thus reducing the number of people who miss the deadline.

Stage One

5.6 The first data matching exercise will take place during the grace period (before the EUSS deadline) to identify those who have yet to apply for status (EUSS or otherwise). DWP will then write to those claimants who appear from the exchange not to hold status, encouraging them to apply to the EUSS, and informing them how to do so. The letter will include a link to the Home Office Privacy Information Notice informing the data subjects about the information sharing and clear information will be given explaining the next steps and consequences of failing to apply by the deadline.

5.7 In addition to the letter, DWP may conduct further outreach to letter recipients through appointments, outbound phone calls, home visits, text messages and further written communication to ensure letters have been received and the messages understood by claimants'. These actions may be supported by external parties, such as Local Authorities and contractors, where there are data agreements in place to support such actions.

Stage Two

5.8 A second data matching exercise will then take place after the deadline, to identify those EU Nationals who had still failed to apply. Those with status, and those who have held or hold a British passport will have been identified and removed. At this point, the Home Office would contact these individuals and provide a further 28 days to apply, in line with the broader Home Office enforcement approach. The Home Office would then notify DWP of individuals who had still not applied after those 28 days. At this point DWP will then initiate their own compliance processes. These processes involve giving the individual a final opportunity to prove they are entitled to continue receiving DWP benefits (in this case, by obtaining EUSS status) before payments are stopped.

5.9 The compliance approach will be supported by further outreach through appointments, outbound phone calls, home visits, text messages and further written communication. These actions may be supported by external parties, such as Local Authorities and contractors, where there are data agreements in place to support such actions.

Benefits of the exchange

5.10 The benefits to all parties will be:

- To demonstrate that EU nationals have been given every opportunity to regularise their status
- Provide positive messaging to encourage and support EU Nationals to apply for EUSS status before the deadline and therefore maintain their entitlements to residency in the UK
- The opportunity to stop benefits to those not entitled, resulting in financial savings

6 LEGAL CONSIDERATIONS - LEGAL POWERS

6.1 The relevant legal powers to share personal data between the Participants are set out below:

Home Office

6.2 The Home Office will rely on Section 122B of the Social Administration Act 1992 and Section 36 Immigration, Asylum & Nationality Act 2006 (EUSS data) to share the personal information as set out in this PMoU with DWP.

6.3 As a Crown Department, the Home Office will also rely on Common Law powers to share the personal information with DWP.

6.4 DWP will rely on Section 20 of the Immigration and Asylum Act 1999 to share the personal information as set out in this PMoU with the Home Office.

HMRC to DWP

6.5: Section 40 UK Borders Act 2007 (UKBA07) and Section 127 of the Welfare Reform Act 2012 (see section 11.3 below). allows DWP to share HMRC data from the Migrant Workers Database (MWDB) with the Home Office.

DWP to Local Authorities

6.6 DWP will rely on section 122C of the Social Security Administration Act 1992 (SSAA) to share personal information on Housing Benefit customers with Local Authorities to enable them to carry out actions set out in this PMoU. Only DWP information will be shared with Local Authorities.

7 | **LEGAL CONSIDERATIONS - LAWFUL BASES**

7.1 The relevant lawful bases to share personal data are set out below

Home Office

7.2 The Home Office lawful basis for the transfer of personal data to DWP is **UK GDPR Article 6(1)(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)(e) basis includes processing of personal data that is necessary for the exercise of a function of the Crown, a Minister of the Crown or a government department. The Home Office believes that it is in the public interest to ensure that eligible citizens (for example, those who are granted with settled status) under the EUSS are entitled to benefit payments.

DWP

7.3 The DWP lawful basis for the transfer of personal data to the Home Office is UK GDPR Article 6(1)(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”*. This includes processing that is necessary for the exercise of a function of the Crown, a Minister of the Crown or a government department. As above, DWP believes that it is in the public interest to ensure that eligible citizens (for example, those who are granted with settled status) under the EUSS are entitled to benefit payments.

HMRC to DWP (MWDB)

7.4 Article 6(1)(e) of the UK GDPR: “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”. This includes processing that is necessary for the exercise of a function of the Crown, a Minister of the Crown or a government department.

DWP to Local Authorities

7.5 The DWP lawful basis for the transfer of personal data to Local Authorities is UK GDPR Article 6(1)(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”*. This includes processing that is necessary for the exercise of a function of the Crown, a Minister of the Crown or a government department. As above, DWP believes that it is in the public interest to ensure that eligible citizens (for example, those who are granted with settled status) under the EUSS are entitled to benefit payments.

8	FAIRNESS/TRANSPARENCY
<p><u>Home Office</u></p> <p>8.1 The data on Home Office applicants is collected in line with the Borders Immigration and Citizenship System (BICS) Privacy Information Notice (PIN). The PIN sets out that data may be shared by the Home Office “to assist other organisations in delivering their statutory functions” including “DWP in relation to rights to access public services.” The BIC PIN can be accessed here: borders-immigration-and-citizenship-privacy-information-notice.</p> <p><u>HMPO</u></p> <p>8.2 HMPO PIN is available on gov.uk. https://www.gov.uk/government/publications/hmpo-privacy-information-notice HMPO’s PIN states: states: ‘HM Passport Office may also share data with other government departments, law enforcement agencies and local authorities to help fulfil their aims and objectives.’</p> <p><u>DWP</u></p> <p>8.3 DWP has a Personal Information Charter which is in the public domain and explains whose personal information DWP process, how it is used, why and what for. It provides the customer with the legal basis for sharing information and details of the customer’s rights and responsibilities whilst ensuring DWP compliance with Data Protection law. The Personal Information Charter can be accessed here: Personal Information Charter.</p>	
9	THIRD-PARTY PROCESSING
<p>9.1 <u>Home Office</u></p> <p>The Home Office will be using an external mailing firm to print and despatch the letters. This company is APS and is already an approved provider for the Home Office. Only the minimum data set will be shared, namely the individual’s full name, address and confirmation whether a Welsh translation is required. A contract is in place.</p> <p>9.2 <u>DWP</u></p> <p>DWP will use the data returned from Home Office to inform which individuals will require communications. It will be used in conjunction with other data held by DWP (e.g. address, telephone number.)</p> <p>Local Authorities</p> <p>The data will be shared with Local Authorities under an existing Memorandum of Understanding between Local Authorities and the Department and Work and Pensions (see Annex F). Local Authorities process Housing Benefit claims on behalf of DWP. The Memorandum of Understanding with Local Authorities specify that Local Authorities should similarly save the data within a secured environment subjected to limited access rights.</p> <p>Suppliers</p> <p>Williams Lea are the supplier contracted for the Departments Transactional Bulk Print. Article 28 ‘Processor’ is covered by the contract which has a change control notice in respect of GDPR.</p>	

G4S is the supplier contracted to carry out outbound calls. Article 28 'Processor' is covered by the contract which has a change control notice in respect of GDPR.

10	DATA PROTECTION IMPACT ASSESSMENT
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Home Office:

10.1 A Data Protection Impact Assessment (DPIA) has been completed.

10.2 Date of Completion of DPIA: 27 November 2020 and updated on 29 June.

10.3 A DPIA for the exchange between HO and HMPO was completed on 25 June 2021.

DWP

10.4 A Data Protection Impact Assessment has been completed

10.5 Date of Completion of DPIA: 20 January 2021

10.6 DPIA updated: 30 June 2021

11	AGREED PROCEDURE
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Stage One

Stage one will take place during the grace period (Pre-30 June 2021).

11.1 The data sharing will be facilitated by Home Office DSA and DWP D&A.

DWP D&A

11.2 Approximately 850,000 records of EU nationals who currently claim in-scope DWP benefits will be sent by DWP D&A to Home Office DSA.

11.3 The data for DWP EU National claimants will be sourced from DWP Data Analytics Data Warehouse (DADW) which holds data from Legacy systems, Universal Credit (UC) and Migrants Workers Database (MWDB). The DADW is a secure govt. data store. Personal details will be extracted from each of the legacy data sets and blended with MWDB to identify EU Nationals residing within the UK.

NB: MWDB is more formally known as the NINO Allocation Database and is HRMC owned. DWP receives a quarterly feed from that source for analysis and operational reasons.

11.4 The following data fields on EU National benefit claimants will be sent to Home Office DSA inbox at: [REDACTED] for the first data exchange due in March 2012.

- First Name
- Surname
- DOB

- National Insurance Number (NINo)
- Postcode

The addition of the address field shown below will be included in the second data exchange planned for July 2021 as the Home Office will need this additional data to send the second mailshot to customers

- First Name
- Surname
- DOB
- National Insurance Number (NINo)
- Address
- Postcode

Home Office DSA

11.5 Upon receipt, Home Office DSA will match the DWP data against the following immigration data systems:

- [REDACTED]
- [REDACTED]
- [REDACTED]

11.6 The following data fields will be provided by DSA on the above EEA nationals:

- Home Office status (latest immigration status)
- Home Office Source (the Home Office system the information is provided from)
- Full Name
- NINo (as held on Home Office immigration data systems- captures verified and unverified NINos)

11.7 Home Office DSA will send the above output to DWP to the address it was received from.

Stage One Communications

11.8 DWP will issue letters to those that have not applied for status, encouraging them to apply by the deadline. Template letters have been created by DWP for communication with the DWP claimants. DWP has commissioned a mailing house to issue the latter on its behalf. The letter will carry a HM Government logo as this is a cross government initiative with DWP/HMRC/HO.

11.9 In addition to the letter, DWP may conduct further outreach to letter recipients through appointments, outbound phone calls, home visits, text messages and further written communication to ensure letters have been received and the messages understood by claimants'. These actions may be supported by external parties, such as Local Authorities and contractors, where there are data agreements in place to support such actions.

Stage Two

Stage two will take place at the post grace period deadline (July 2021)

11.9 The above exchange of data between DWP and Home Office will be repeated to identify those EU Nationals that have still not applied for settlement by the end of the grace period and require a domestic immigration status in order to continue receiving benefits. Those with a Welsh postcode will be flagged to the Home Office in order to send out Welsh translated letters.

11.10 The Home Office will take additional steps to remove any individual issued with a UK passport by conducting a data matching exchange with HMPO.

11.11 Home Office DSA will send DWP data fields to HMPO Data Management Team and the HMPO Data Governance and Assurance Team by email. The fields will first be washed against Home Office systems and flagged into categories 'No Matches' and 'Multiple Matches'. The following fields will be sent:

'No Matches' and 'Multiple Matches'

- First Name
- Surname
- DOB

11.12 HMPO will return the data fields to Home Office DSA flagging any individual who has been issued with a UK passport

11.13 Home Office DSA will remove any individual holding a UK passport before providing the following information to the HO project team who will manage the procedure as stated in paragraph 11.14:

- First Name
- Surname
- DOB
- Full Address
- Postcode
- Status
- Welsh Letter flag

Stage Two Communications

Home Office

11.14 After the second data matching exercise is complete, Home Office will write to those EU Nationals identified who have still not applied for status; giving them 28 days' notice to apply and advising them of the consequence of failing to do so. This may include the commencement of enforcement action.

11.15 Home Office will re-match the data against Home Office data systems as described above on those EU Nationals that have been written to by the Home Office at the end of the 28-day period. The details of those individuals identified as having not applied for EUSS status or other form of lawful immigration from the re-matching exercise will be sent to DWP to the same email address from which it was received from.

DWP

11.16 Upon receipt, DWP will initiate contact with the claimants giving them a further 28 days to apply which will be a final opportunity to prove they are entitled to continue receiving benefits (in this case, by obtaining EUSS status) before any benefits payments are stopped by DWP.

11.17 The compliance approach will be supported by further outreach through appointments, outbound phone calls, home visits, text messages and further written communication. These actions may be supported by external parties, such as Local Authorities and contractors, where there are data agreements in place to support such actions.

11.18 In terms of Proportionality, the parties agree that the data being shared is the minimum necessary to achieve the aims of the initiative.

12	DATA ACCURACY
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Home Office

12.1 The quality and the accuracy of the data is dependent on the inputs made by applicants, case workers and assurance that downstream systems are free of faults. Whilst there is not a 100% guarantee that human and system error could occur resulting in inaccurate data, a thorough regression test cycle is in place across these systems and the processes and flows requiring human involvement are well documented. All Home Office data being sent across to DWP will undergo a quality assurance (QA) process prior to sending to DWP.

DWP

12.2 The data solution will undergo quality assurance (QA) testing as well as pre-production testing to ensure data requirements are met. Data latency means changes to DWP benefit claims are not in real time but are as up to date as possible – weekly / monthly address data and deceased cases are captured daily and made available as weekly updates.

13	DATA SECURITY
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13.1 Participants must process personal data in compliance with the mandatory requirements set out in [Her Majesty's Government Security Policy Framework](#), the [Government Security Classifications](#) and the four further government security standards (Cyber Security, Physical Security, Personnel Security and Incident Management).

13.2 Participants must ensure effective measures are in place to protect personal data in their care and manage potential or actual incidents of loss of the personal data. Such measures will include, but are not limited to:

- Personal data should not be transferred or stored on any type of portable device unless absolutely necessary and, if so, it must be encrypted to the FIPS 140-2 standard and protected with a strong password.
- Participants will take steps to ensure that all staff are adequately trained and are aware of their responsibilities under the DP Legislation and this PMoU.
- Access to personal data received by Participants pursuant to this MoU must be restricted to personnel on a legitimate need-to-know basis, and with security clearance at the appropriate level.

- Participants will comply with the Government Security Classifications Policy (GSCP) where applicable.

Permitted uses of the data being shared

13.3 Access will be permitted to authorised personnel from Home Office, Local Authorities, and DWP who:

- have the appropriate security clearance determined by their own department to handle the data (Security Cleared (SC)); and,
- have a genuine business need to access the data.

13.4 Access will also be permitted to third party staff (as stipulated under paragraph 9) who:

- have the appropriate security clearance to handle the data (Security Cleared (SC)); and,
- have a genuine business need to access the data.

Offshoring of data is not applicable to this data share.

14	METHOD OF EXCHANGE
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14.1 DWP: A Data Transfer Request will be sent to DWP D&A Data Security Team in order to execute the transfer and ensure the security of the data.

14.2 Home Office and DWP will share the data in the form of an CSV format (or compatible application) spreadsheet via the approved secure forced encrypted TLS 1.2 email transfer method.

14.3 Home Office will share the data with HMPO by email using a CSV format spreadsheet. Both HO and HMPO work on the same secure Poise network .

14.4 DWP will share the data with Local Authorities in the form of CSV format (or compatible application) spreadsheets via Transfer your File (TYF), a secure network for all bulk transfers of data shared with Las on a daily basis.

15	GOVERNMENT SECURITY CLASSIFICATION MARKING
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15.1 The Government Security Classification of the data being shared under this PMoU is **OFFICIAL- SENSITIVE**.

16	DATA SUBJECT RIGHTS
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Data Subject Right	Data Processing Regime: I.e. Part 2 of the DPA or Part 3 of the DPA	Applies to Home Office Y/N	Applies to DWP Y/N	If right does not apply provide reason why
Be Informed	Part 2	Y-This is covered by the BIC PIN	Y- Covered by PIN contained on their	

			and HMPO PIN	application form	
Access	Part 2		Y- The Subject Access Request Unit (SARU) deal with data access rights. The BIC PIN notifies data subjects how to make a subject access request. The HMPO PIN also notifies subjects how to make a subject access request.	Y –The PIN contained within their application form claimants how to make a subject access request. The right of access is available to individuals where the lawful basis for processing is Article 6(1)(l)	
Rectification	Part 2	Part 2 Y - Data will be manually rectified if required.	Y – Data will be manually rectified as required		
Erasure	Part 2		N	N	Right to Erasure does not apply as HO and DWP are relying on public task lawful basis for processing
Restriction	Part 2		Y- but can only be restricted in certain cases.	Y – But can only be restricted in very specific cases	
Portability	Part 2		N	N	Right to Portability does not apply as HO and DWP are relying on public task

					lawful basis for processing
Object	Part 2	Part 2 Y - but can only object in certain cases.	Y – But can only be restricted in very specific cases		
Automated decision-making and profiling	Part 2		Y- but this does not apply to the data processing set out in this PMoU.	Y- Not applicable to the data processing set in this MoU	
<p>16.1 In the event a data subject rights request relating to the personal data shared under this PMoU is received by Participants they will individually consult with each other on the proposed response and respond to the request in accordance with the UK Data Protection Legislation, and in accordance with their respective organisation’s internal procedures for responding to data subject access requests.</p> <p>16.2 Where a request is received to rectify or restrict any personal data shared under this PMoU the receiving Participant will communicate any rectification of Personal data or restriction of processing carried out in accordance the Data Protection Legislation to the other Participant, where it is possible and proportionate to do so.</p> <p>16.3 The contact for responding to Data Subject Right requests for the Participants are provided at Annex A.</p>					
17	FREEDOM OF INFORMATION ACT (FoIA) REQUESTS				
<p>17.1 Home Office and DWP shall assist and co-operate with each other to enable each department to comply with their information disclosure obligations. In the event of one Participant receiving a FoIA request that involves disclosing information that has been provided by the other Participant, the Participant in question will notify the other to allow it the opportunity to make representations on the potential impact of disclosure, and will issue a formal response following its internal procedures for responding to FoIA requests within the statutory timescales.</p> <p>17.2 The designated contact for responding to FoI requests for the Participants are provided at Annex A.</p>					
18	RETENTION AND DESTRUCTION SCHEDULE				
<p><u>Home Office</u></p> <p>18.1 Home Office staff authorised to carry out the data matching will hold the DWP information in a secure folder with restricted access to authorised officers within the Home Office DSA during the data matching process.</p> <p>18.2 Home Office will only hold DWP data as per Home Office’s document retention policy for the function and legal activity for which the data was shared (i.e. for as</p>					

long as is required for completion of the data sharing). Once this date has passed, any DWP information will be destroyed securely in accordance with Home Office destruction policies and in accordance with HMG Security Policy Framework. HO will verify to DWP that this has been completed.

18.3. HMPO staff authorised to conduct the data matching exercise will hold DWP information in a secure folder with restricted access. It is anticipated that information will be retained between 6-9 months for the duration of the work and will be destroyed securely in accordance with Home Office destruction policies and in accordance with HMG Security Policy Framework.

DWP

18.3 DWP staff authorised to carry out the data matching will hold the Home Office information in a secure folder with restricted access to authorised officers within DWP D&A during the data matching process.

18.4 In accordance with DWP information management policy, data used for data matching functions must be kept for a period of 5 years from ingestion of the data. The guidance stipulating this requirement may be found here:

<https://intranet.dwp.gov.uk/page/retention-specific-information-guide-z-list>

18.5 DWP will only hold the data as per DWP document retention policy for the function and legal activity for which the data was shared. Once this date has passed, any data will be destroyed securely in accordance with DWP internal destruction policies and in accordance with HMG Security Policy Framework, and the UK Data Protection Legislation. DWP will verify to Home Office that this has been completed.

19

ONWARD DISCLOSURE TO THIRD-PARTIES

Home Office

19.1 N/a

DWP

19.2 DWP have a separate data sharing agreement with Local Authorities which allows DWP to share data on Housing Benefit claimants with Local Authorities to enable communications and compliance actions (see annex F). Data from this exchange may be shared onward with Local Authorities. The Memorandum of Understanding with Local Authorities will, where necessary, be updated to support this activity.

19.3 Local Authority staff authorised to carry out communication and compliance action will hold the data in a secure folder with restricted access to authorised officers during the required action.

19.4 Local Authorities will only hold the data as per the document retention policy stipulated in the LA/DWP Memorandum of Understanding, and the for the function and legal activity for which the data was shared. Once this date has passed, any data will be destroyed securely in accordance with destruction policies and in accordance with HMG Security Policy Framework, and the UK Data Protection Legislation. LAs will verify with DWP that this has been completed.

20	COMPLAINTS HANDLING/DISPUTE RESOLUTION
<p><u>Complaints</u></p> <p>20.1 As set out in the UMoU any complaints about the use of data/information in relation PMoU should be dealt with under the relevant complaint's procedure of the Participant whose actions are subject of the complaint.</p> <p><u>Disputes Resolution</u></p> <p>20.2 Contact details for day-to-day operational queries or issues/disputes relating to the data sharing activity set out in this PMoU should be directed to the designated contacts provided in Annex A for each Participant.</p>	
21	MONITORING AND REVIEWING ARRANGEMENTS
<p>21.1 This PMoU relates to a two-stage data sharing procedure as described and will end once the data sharing is completed, therefore the PMoU is not subject to a formal review.</p>	
22	COSTS
<p>22. N/A</p>	
23	TERMINATION
<p>23.1 Either Participant may terminate this PMoU upon three months' written notice to the other, or after an agreed period of time.</p> <p>23.2 Termination notices must be referred to the signatories of the PMoU.</p> <p>23.3 The Participants will have the right to terminate this PMoU should the following circumstances arise:</p> <ul style="list-style-type: none"> • a material breach by the other Participant of any of the terms of the UMoU and PMoU; • by reason of cost, resources or other factors beyond the control of either of the Participants; • if any material change in circumstances occurs which, following negotiation between the Participants, in the reasonable opinion of either or all the Participants significantly impairs the value of the PMoU in meeting their objectives. <p>23.4 Where a decision is made to terminate this PMoU the Participants will consult with each other to determine how the data shared between the Participants is handled.</p> <p>23.5 In the event of a significant personal data breach or other serious breach of the terms of this PMoU by either Participant, the PMoU will be terminated or suspended immediately without notice.</p>	

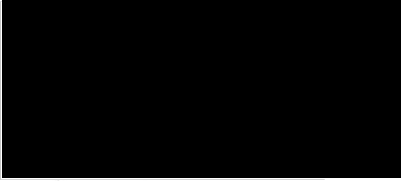


24	DATA BREACHES / INFORMATION SECURITY BREACHES
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24.1 Personal data/ information security breaches, including misuse of Home Office information or the DWP information shared under this PMoU must be reported to the designated contacts for each Participant provided at **Annex A**. 72 hours is the period organisations have to notify the Information Commissioners Office (ICO) of any breaches.

25. SIGNATORIES

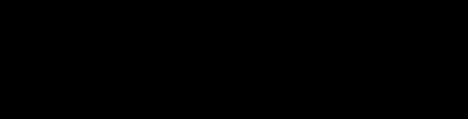


Signed on behalf of the Home Office:

25.1 I accept the terms of the Process Level MoU on behalf of the Home Office.

Signature:	
Name:	
Position:	 Data Services & Analytics
Date:	01/07/21

Signed on behalf of DWP

25.2 I accept the terms of the Process Level MoU on behalf of DWP

Signature:	Signature: 
Name:	
Position:	 Digital, Data & Analytics
Date:	01/07/21

Annex-A - Business Contacts

Business as Usual Contacts – Home Office

Contact (Name and Position)	Email	Responsibility
[REDACTED], Data Services and Analytics, Digital, Data and Technology.	[REDACTED]	Operational Queries/ Resolving Data Quality Issues/Disputes/ Resolution/
[REDACTED], Data Services and Analytics Digital, Data and Technology.	[REDACTED]	Review and amendments to PMoU
[REDACTED], Data Services and Analytics, Digital, Data and Technology.	[REDACTED]	Personal data Breach/Security Breach
[REDACTED], Digital, Data and Technology.	[REDACTED]	Freedom of Information Act Requests
Home Office Subject Access Request Unit	[REDACTED]	Data Subject Right Requests
[REDACTED], Assurance & Resilience Group	[REDACTED]	HMPO contact.

Business as Usual Contacts –DWP

Contact (Name and Position)	Email	Responsibility
[REDACTED] Data Acquisition & Curation	[REDACTED]	Operational Queries/ Resolving Data Quality Issues/Disputes/ Resolution
[REDACTED] DWP EUSS Coordination Team	[REDACTED]	Review and amendments to PMoU
[REDACTED] D&A Data Security Team	[REDACTED] and [REDACTED]	Personal data Breach/Security Breach
[REDACTED] DWP EUSS Coordination Team	[REDACTED]	Freedom of Information Act Requests
[REDACTED] DWP EUSS Coordination Team	[REDACTED]	Data Subject Rights Requests

Annex B - Glossary of terms, abbreviations and definitions

Definition	Interpretation
Controller	Means (as defined in the UK Data Protection Legislation) the person who determines the manner in which and purposes for which personal data are to be processed either alone or jointly in common with other persons
Data	Means any data that includes personal data, special category data and non-personal data that is collected for a legitimate business function by the Participants and when shared between the Participants can support the Participants to better deliver their respective business objectives and/or functions.
UK Data Protection Legislation	The "UK Data Protection Legislation" means: (a) the UK GDPR, (b) the Data Protection Act 2018 (c) regulations made under the DPA 2018, and (d) regulations made under section 2(2) of the European Communities Act 1972 which relate to the EU GDPR or the Law Enforcement Directive
Data Protection Impact Assessment (DPIA)	A tool that can be used to identify and reduce the privacy risks of any activity where personal data is processed (including Data Sharing)
Data Subject	Means (as defined in the UK Data Protection Legislation) the identified or identifiable living person to whom personal data relates.
UK General Data Protection Regulation (UK GDPR)	The "UK GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.
Participants	Means Participants to this MoU and refers explicitly to the Home Office and the external organisation the data sharing arrangement is with.
Privacy Information Notice (PIN)	A Privacy Information Notice is a publicly available statement or document that sets out some or all the ways a party gathers, uses, discloses, and manages a customer or client's data. It fulfils a legal requirement to protect a customer or client's privacy.
Process/Processed/Processing	Means (as defined in the UK Data Protection Legislation) the collecting, recording, storing, retrieving, amending altering, disclosing, deleting, archiving and destroying personal data.
Process MoU (PMoU)	A process MoU is approved and signed by the Home Office and the DWP for each category of data which will be shared or for each purpose-specific data sharing activity and is in the format set out in the PMoU Template annexed to the UMoU.

Personal Data	Means (as defined in the UK Data Protection Legislation) any data relating to an identified or identifiable living person ('data subject'). An identifiable living person means a living individual who can be identified, directly or indirectly, in particular by reference to: a) an identifier such as a name, an identification number, location data, an online identifier or b) One or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual.
Law	Means any applicable law, statute, byelaw, regulation, and order.

Annex C- Document Control

Document Control Personnel

Key Personnel	Name and Position	Organisation (Team)
Author	[REDACTED]	Home Office

Version and review history

Version/Review	Date	Summary of changes	Changes Marked
0.1	12.2.21	First Draft	N/A
1.0	18.3.21	Final	No
1.1	25. 6.21	Update: first draft	Yes
1.2	29.6.21	Update	Yes
1.3	29.6.21	Update	Yes
1.4	30.6.21	Final	No

Annex D – Umbrella MoU – Home Office - DWP



DWP -HO Umbrella
MoU Annual Review

Annex E Process MoU - PoC



PMoU HO DWP-EEA
Applicant POC Final

Annex F MoU DWP – Local Authorities



DWP-LA MoU.doc