

Data Processing Agreement

Magna (MHL) may need to supply other organisations / individuals with data that is confidential or personal, and which may fall under the Data Protection Act 1998 or the EU GDPR after 25th May 2018. Any organisation / individual using personal data supplied by MHL for purposes stipulated by MHL must sign this agreement and comply with the principles and controls of those laws. This includes all contractor and sub-contractor organisations.

This Agreement is between:

Magna Housing Limited, Oak House, Poundbury Road, Dorchester, Dorset, DT1 1SW registered with Homes England under number 4844 which is a registered Society as defined in Section 1 of the Co-Operative and Community Benefit Society Act 2014 (registration number 7520), the Data Controller, and **Buckland Newton Community Property Trust (BNCPT)** the Data Processor. (*Buckland Newton CPT Limited is a company limited by guarantee registered in England and Wales under Company Registration No. 06209593, Charity Registration Number 1153817, registered office c/o Messrs Edwards & Keeping, Unity Chambers, 34 High East Street, Dorchester, Dorset DT1 1HA*)

DEFINITIONS

Agreed Purposes: An exchange of information is required between Magna Housing Limited and BNCPT in order for Magna Housing Ltd to perform the services of a Management Agent to BNCPT. BNCPT owns 10 affordable houses (5 tenanted and 5 leasehold) located at Lydden Meadow in Buckland Newton in the county of Dorset. A Management Agreement exists between both parties.

Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation in force at the time.

Data Protection Legislation: (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (**GDPR**) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law.

Permitted Recipients: The parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement.

Shared Personal Data: the personal data to be shared between the parties under clause 1.1 of this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- a. names of Tenants and Leaseholders in Lydden Meadow, their address, telephone number, email address and number of family members and pets.
- b. Personal details leading to non payment of rent or issues affecting their occupation of a property at Lydden Meadow.
- c. Names and contact details of applicants for any vacant property. These are kept only during the application process. Personal details are destroyed following completion of the process unless an applicant specifically writes to ask for their details to be held on a waiting list.

1.1 Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for, amongst things, the Agreed Purposes.

1.2 Effect of non-compliance with Data Protection Legislation. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

1.3 Particular obligations relating to data sharing. Each party shall:

- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (b) give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- (f) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
- (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
- (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

1.4 The Data Processor agrees that:

- (a) All data must be treated with a duty of confidentiality and should not be processed for any reason other than the Agreed Purpose.
- (b) Personal information will not be disclosed to other parties (e.g. sub-contractors) without written notification to and the agreement of the Data Controller. If further disclosure is agreed the Data Processor must ensure Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement.
- (c) Personal information will only be processed on documented instructions from the Data Controller and for the Agreed Purposes.

- (d) Personal information will be managed conforming to the principles and controls of the Data Protection Legislation. Including but not limited to ensuring that appropriate technical and organisational measures are in place to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (e) Personal information will not be retained once the Agreed Purpose is completed and any associated billing, warranty or legal retention periods have expired.
- (f) The Data Processor must assist the Data Controller dealing with an individual's rights under Data Protection Legislation, data protection impact assessments, data security or data breach handling.
- (g) The Data Processor will immediately notify the data controller if they or any sub-processor has a data breach or if they believe processing may breach any Data Protection Legislation.
- (h) Personal data will not be stored/processed outside the European Economic Area except in accordance with clause 1.4(g).
- (i) The Data Processor will make available to the Data Controller any evidence necessary to show that data is being managed in line with the principles of the Data Protection Legislation (e.g. by way of audit or questionnaire) including, but not limited to:
 - i. Evidence that all staff are trained in and aware of data protection principles
 - ii. Evidence that sub-processors are adequately managed
 - iii. Organisational and technical controls for good data management
- (j) consult with the Data Controller about any notices given to data subjects in relation to the Shared Personal Data;

1.5 Mutual assistance. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (a) promptly inform the other party about the receipt of any data subject access request;
- (b) provide the other party with reasonable assistance in complying with any data subject access request;
- (c) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- (d) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (f) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
- (g) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

- (h) maintain complete and accurate records and information to demonstrate its compliance with clauses 1.4 and 1.5 of this agreement; and
- (j) provide the other party with contact details of at least one employee, or the data protection officer, if one is appointed, as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

1.7 Indemnity.

- (a) Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

Signed on behalf of the Data Processor:

Name: ...Andrew Stone..... Signature: 

Position: Chairman BNCPT..... Date: 21st May 2018
 (Must be a manager of the organisation, the person responsible for this contract)

Data Protection Contact Name: ...Andrew Stone.....

*Little Gunville, Buckland Newton,
 Dorchester, Dorset, DT2 7DL.*

Signed on behalf of the Data Controller:

Name: Michael Taylor..... Signature: 

Position: Solicitor + Company Secretary..... Date: 23/5/18
 (Must be a manager of the organisation, the person responsible for this contract)

Data Protection Contact Name: Michael Taylor.....

All fields must be completed.