

Data Processing Schedule

1 DESCRIPTION OF SERVICES

- 1.1 Provision of a contract to conduct the annual Tenant Satisfaction Measures (TSMs) Survey on behalf of the Council, in line with the requirements of the Regulator of Social Housing.
- 1.2 The survey must comprise of all 12 of the TSMs as specified in the Regulator of Social Housing Technical requirements and be conducted in line with the Regulator of Social Housing Tenant Survey Requirements. The TSMs need to be collected and reported in a way that adheres to the Market Research Society (MRS) Code of Conduct.

2 ROLES OF THE PARTIES

- 2.1 The relationship between the parties is Controller & Processor.

The Data Controller is: North Northamptonshire Council (NNC)

The Data Processor is: TBC

The Data Discloser is: NNC and TBC

The Data Recipient is: NNC and TBC

The data controllers Data Protection Officer's contact details:

NNC DPO Email: dpo@northnorthants.gov.uk

- 2.2 All parties to this schedule must appoint and communicate to each other the Specific Points of Contact (SPOC). The SPOC's within each organisation will be the first point of contact for questions about this schedule.

NNC	
Name	
Job Title	Housing Policy and Performance Manager
Email	
TBC	
Name	
Job Title	
Email	

- 2.3 Data controllers are responsible for ensuring that the processing of personal data takes place in compliance with UK GDPR and the Data Protection Act 2018. Data

controllers have the right and obligation to make decisions about the purposes and means of the processing of personal data.

- 2.4 Unless legally exempt, the provider is obligated to provide the data controller with confirmation and evidence of ICO registration.
- 2.5 Each party ensures that it has all necessary notices and consents in place to enable lawful transfer of the shared personal data between the parties for the agreed purposes; and for tenants to complete any online surveys.

3 PURPOSE AND SCOPE

- 3.1 The agreed purpose of this data processing is to enable commission of the Tenant Satisfaction Survey; and provide the Data Processor with the applicable data relating to North Northamptonshire Council tenants, in order to send out the tenant perception survey. This is to enable NNC to report on the required tenant satisfaction measures to the Regulator of Social Housing.
- 3.2 Each party considers this data processing initiative necessary to achieve the agreed purpose.
- 3.3 The aim of the data processing is to:
 - To gather the views of our tenants on the homes they live in and the services we provide as a landlord; and
 - analyse and learn from the responses received in order to drive improvement to our services.
- 3.4 It will serve to benefit society by helping North Northamptonshire Council improve its services to its tenants by understanding their views. Tenants will benefit as NNC will be equipped with the knowledge of where we need to make improvements to our homes and the services provided.

4 Purpose Limitation

- 4.1 Personal data will be processed only on the data controller's documented instructions and not be, shared, disclosed, or used in any way except:
 - in accordance with this Schedule; or
 - as required by law.
- 4.2 As long as in keeping with this schedule and UK data protection legislation, the data processor may make its own day-to-day operational decisions, unless it is required to do otherwise by law.
- 4.3 Any data processing is undertaken in accordance with UK GDPR and the Data Protection Act 2018. Further details can be found in the [Housing options and homelessness privacy notice](#) on the [North Northamptonshire Council Website](#).

- 4.4 Where reporting and monitoring information is required to be provided to the data controller, all personal data should be anonymised, including information that if combined, would identify any living individual.
- 4.5 Subsequent instructions can also be given by the data controller throughout the duration of the processing of personal data, but such instructions shall always be documented and kept in writing, including electronically.
- 4.6 Under Article 28(3)(d) the data processor should not engage another data processor (a sub-processor) without the data controller's prior specific or general written authorisation.
- 4.7 Where the data processor intends to engage a sub-contractor pursuant to clause 4.6 above and intends for that sub-contractor to process any personal data relating to this agreement, it shall:
- notify the data controller in writing of the intended processing by the sub-contractor;
 - obtain prior written consent from the data controller to the processing;
 - enter into a written agreement incorporating terms which are substantially similar to those set out in this schedule. Where applicable the data processor is liable to the data controller for a sub-processor's compliance with its data protection obligations.
- 4.8 The data recipient shall:
- not transfer or otherwise process the personal / special category data outside the UK without obtaining the data controller's prior written consent, which will include the transfer instructions and obligations under Article 45, 46 & 49 UK GDPR.
 - not share the shared personal data with any third party without the consent of the data discloser in accordance with the data controllers transfer instructions.

5 LAWFUL BASIS

- 5.1 The article 6 UK GDPR lawful basis for processing personal data is:

(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; and

(c) processing is necessary for compliance with a legal obligation to which the controller is subject.

The governing legislation and guidance is:

- Housing Acts 1985; 1996; 2004 & 2006
- Housing Grants, Construction & Regeneration Act 1996
- Localism Act 2011

- 5.2 In respect of special categories of personal data, the UK GDPR Article 9 ground is:

(h) processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of [domestic law] or pursuant to contract with a health professional and subject to the conditions and safeguards referred to in paragraph 3.

- 5.3 In respect of special categories of personal data, the applicable Data Protection Act 2018 Schedule 1 condition is Part 2 8 Equality of opportunity or treatment.

6 DATA USE PROVISIONS AND DATA QUALITY

- 6.1 The Data Processor must only use the data to post a copy of the tenant perception survey to all North Northamptonshire Council tenants, including any necessary reminders. The Data Processor must not share this personal data with any other parties.

The method of collection for the tenant perception survey for the Council for 2023 / 24 will be both postal and available online to try and increase uptake of participation.

It is proposed an initial mailing to all tenants including questionnaire (printed in black and white), covering letter (1 page) and Freepost envelope.

A full reminder mailing (including questionnaire) will then be sent to those who have not responded if required to achieve a valid sample size.

Online survey information is to be made available on the survey / covering letter and also e-mailed to those tenants with e-mail addresses on the Council system.

The online survey must include links to applicable privacy notes and have the correct consent notices in place.

The provider will undertake full data entry requirements for the survey including cleaning and verifying the data before analysis.

- 6.2 The disclosing party is responsible for the quality of the data they are sharing.
- 6.3 Before sharing data, the disclosing party will check that the data being shared is accurate valid, reliable, timely, relevant, complete and up to date to the best of their knowledge. If sensitive data is being shared, which could harm the data subject if it was inaccurate, then particular care must be taken.
- 6.4 The parties shall ensure that the shared personal data remains confidential and that no one, including any member of any party's personnel, has access to the shared personal data other than those directly involved in, or connected with, the agreed purposes.
- 6.5 The data processor shall at the request of the data controller demonstrate that the concerned persons under the data processor's authority are subject to the abovementioned confidentiality.

7 CATEGORIES OF DATA SUBJECT

- 7.1 All tenants of North Northamptonshire.

8 CATEGORIES OF PERSONAL DATA

- 8.1 The data processor will be required to process the following data on the data controller's behalf, for the agreed purpose:

- Name
- Postal address
- ID reference number

- 8.2 None for monitoring and reporting purposes.

9 SPECIAL CATEGORIES OF PERSONAL DATA

- 9.1 The data processor will be required to process the following special category data on the data controller's behalf, for the agreed purpose:

- Age
- Gender
- Ethnic group
- Sexual orientation
- Religion

- 9.2 This data will only be collected to ensure the results of the satisfaction survey are a true representative sample of all tenants at North Northants Council. This information will be anonymised but will enable the provider to analyse the data by specific groups to understand respondents and also to build a tenant profile of the council tenants by the specified categories.

10 MONITORING AND REPORTING DATA

- 10.1 To provide data tables and raw data to North Northamptonshire Council on completion of the fieldwork.
- 10.2 To produce a report of the results and an analysis of all responses which also includes a summary of the survey approach used to generate the TSMs as outlined by the Regulator of Social Housing in the Tenant Survey Requirements.

11 SECURITY MEASURES

- 11.1 Data controllers and data processors are obliged under Article 32 to put in place appropriate technical and organisational measures to ensure the security of any personal data they process which may include, as appropriate:
- encryption and pseudonymisation;
 - the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - the ability to restore access to personal data in the event of an incident; and
 - processes for regularly testing and assessing the effectiveness of the measures.
- 11.2 The data processors online survey system must adhere to applicable security industry standards and best practice such as ISO accreditation, Cyber essentials or other as appropriate.
- 11.3 All shared personal data shall be encrypted and transferred by secure methods approved by both parties.
- 11.4 It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the shared personal data in accordance with the technical and organisational security measures set out in this schedule, together with any other applicable laws and guidance.

12 DATA TRANSFER AND ACCESS REQUIREMENTS

- 12.1 Personal and special category data is to be shared with data processor via encrypted mail such as Egress. Anonymised data can be sent via email.
- 12.2 Data will be shared at the start and end of the contract.
- 12.3 Access will be limited to the parties authorised personnel only.
- 12.4 The parties may share personal data with permitted recipients where applicable by law or by virtue of this schedule. Permitted recipients are:
- Data controller to share data with the data processor only.
- 12.5 Access to personal data can be withdrawn, if access is no longer necessary, and personal data shall consequently not be accessible anymore to those persons.

13 RETENTION

- 13.1 Personal information for the purpose of this processing will be kept by the data processor for the duration of the contract, unless otherwise permitted or obligated by statute or common law.

14 STORAGE

- 14.1 Personal data is securely stored on data controllers and data processors systems.
- 14.2 Personal data will not be stored outside of the UK or EU, unless where adequacy can be demonstrated. If outside of the UK or EU, appropriate safeguards must be put in place, such as Standard Contractual Clauses.

15 DELETION

- 15.1 On termination of the provision of personal data processing services, the data processor shall be under obligation to delete all personal data processed on behalf of the data controller and certify, in writing or via email to the data controller that it has done so.
- 15.2 The data processor will securely dispose personal data in line with the specified retention period. Disposal is to be undertaken via confidential waste for hard copy and permanent deletion from data processors systems (including backup and archive systems).
- 15.3 Deletion of personal data should be done in a secure manner, in accordance with the security requirements of Article 32 UK GDPR.

16 DATA SUBJECTS' RIGHTS (INDIVIDUAL RIGHTS REQUESTS)

- 16.1 The parties each agree to provide such assistance as is reasonably required to enable the other parties to comply with Individual Rights Requests within the time limits imposed by UK data protection legislation.
- 16.2 The data processor will take appropriate technical and organisational measures to help the data controller respond to requests from individuals to exercise their rights.
- 16.3 The data processor shall, insofar as this is possible, assist the data controller in compliance with individual rights under UK GDPR.
- 16.4 Each party shall:
- promptly inform the other party about the receipt of any Individual Rights Request (within 48 Hours);
 - not disclose or release any shared personal data in response to an Individual Rights Request, without first consulting the other party wherever possible.
- 16.5 Each party is responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and, where relevant, notes of any meeting, correspondence or phone calls relating to the request.

17 BREACH REPORTING & RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE ICO

- 17.1 Considering the nature of the processing and the information available, the data processor must assist the data controller in meeting its obligations to:
- keep personal data secure;
 - notify personal data breaches to the data controller, immediately/without undue delay of awareness to allow the data controller to comply with the requirement to notify the ICO (where appropriate) within the 72-hour deadline.
 - notify personal data breaches to data subjects only if instructed by data controller;
 - carry out data protection impact assessments (DPIAs) when required; and;
 - consult ICO where a DPIA indicates there is a high risk that cannot be mitigated.
- 17.2 In the event of a dispute or claim brought by a data subject or the ICO concerning the processing of shared personal data against either or both parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- 17.3 The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the ICO. If they do participate in the proceedings, the parties may elect to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- 17.4 Each party shall abide by a decision of a court in England or Wales or the ICO in relation to a dispute arising under this agreement.

18 AUDITS AND INSPECTIONS

- 18.1 The data processor shall make available to the data controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 UK GDPR and allow for and contribute to audits, including inspections, conducted by the data controller or another auditor mandated by the data controller.
- 18.2 The data processor shall be required to provide the supervisory authority, which pursuant to applicable legislation have access to the data controller's and data processor's facilities, or representatives acting on behalf of such supervisory authorities, with access to the data processor's physical facilities on presentation of appropriate identification.

20 INDEMNITY

- 20.1 The data processor shall indemnify the data controller against any losses, damages, cost or expenses incurred by the data controller arising from, or in connection with, any breach of the data processors obligations under this schedule.

21 WAIVER [ONLY INCLUDE IF NOT COVERED IN THE CONTRACT. IF COVERED DELETE SECTION]

- 21.1 No failure or delay by a party to exercise any right or remedy provided under this schedule or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

22 GOVERNING LAW & JURISDICTION [ONLY INCLUDE IF NOT COVERED IN THE CONTRACT. IF COVERED DELETE SECTION]

- 22.1 Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this schedule or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 22.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this schedule or its subject matter or formation.

23 REVIEW / VARIATION / TERMINATION

- 23.1 No variation of this schedule shall be effective unless it is in writing and signed by the parties.
- 23.2 If, during the term of this schedule, UK data protection legislation changes in a way that this schedule, is no longer adequate for the purposes of governing lawful data sharing exercises, the parties shall enter into good faith negotiations to review this schedule to ensure continued lawfulness.
- 23.3 The schedule will expire on in line with the contract end date.

Glossary of Terms

Term	Definitions & Interpretation
Adequacy	This is a status granted by the European Commission to countries outside the European Economic Area (EEA), who provide a level of personal data protection comparable to that provided in the UK and EU. If adequacy has not been granted, you may not be able to use that supplier.
Agreed Purposes	All purposes associated with the operation of the annual Tenant Satisfaction Measures (TSMs), in particular where service delivery requires input from the other party to ensure continuity for the customer and/or where service is delivered on behalf of one or other party.
Commencement Date	TBC
Data Controller	Takes the meaning given in the UK GDPR.
Data Processor	Takes the meaning given in the UK GDPR.
Joint Controller	Takes the meaning given in the UK GDPR.
Data Discloser	The Party sharing the Shared Personal Data.
Data Recipient	The Party receiving the Personal Data.
Data Protection Legislation	Any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the Data Protection Act 2018 and the UK General Data Protection Regulation as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (hereinafter "UK GDPR"), and all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO (or equivalent regulatory body).
Data Subject	Takes the meaning given in the UK GDPR.
ICO	UK Information Commissioner's Office, or any successor or replacement body from time to time
Individual Rights Request	A request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation in relation to their Personal Data.
UK GDPR	UK General Data Protection Regulation.
Permitted Recipients	Third parties to whom each Party is permitted to disclose the Personal Data.
Personal Data	Takes the meaning given in the UK GDPR.
Personal Data Breach	Takes the meaning given in the UK GDPR and includes any actual or suspected, threatened or 'near miss' personal data breach in relation to the personal data.
Personnel	All persons engaged or employed from time to time by either party in connection with this Agreement, including employees, consultants, contractors and permitted agents.
Processing	Takes the meaning given in the UK GDPR.
Shared Personal Data	The Personal Data to be shared, where necessary only, between the Parties of this Agreement.



**North
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Council**

Security Requirements & Measures	The requirements and measures regarding the security of personal data, as set out in Articles 28 and 32 of the GDPR.
Special Categories of Personal Data	The categories of Personal Data set out in Article 9(1) of the UK GDPR.