



Department for Levelling Up,  
Housing & Communities

OFFICIAL



Home Office

**Memorandum of Understanding (MoU)**

on

**Personal Data Sharing required for the  
Homes for Ukraine Sponsorship Scheme**

This MoU is made between

The Secretary of State for Levelling Up, Housing and Communities (“DLUHC”)

The Secretary of State for the Home Department (“the Home Office”)

and

English Local Authority Chief Executives

Together ‘the Parties’

## 1. Status

- 1.1. This Memorandum of Understanding (MoU) on personal data sharing agreement (DSA) terms is not legally binding and no legal obligations or legal rights shall arise between the Parties from the provisions of this MoU (hereafter referred to as “this Agreement” or “this DSA”). By signing this MoU (i) the Parties do not intend to create contractual or other legal relations; and (ii) the Parties agree to adhere to the framework set out in the Agreement.
- 1.2. It has been agreed between DLUHC and the Home Office, and Local Authorities, to ensure agreement and appropriate arrangements are in place in respect of the sharing of Personal Data as Independent Data Controllers.
- 1.3. Given urgency for the sharing of Personal Data covered in this DSA, a Party accessing or otherwise using the data constitutes formal agreement to the terms of this DSA, in parallel to the execution clause 32 below.

## 2. Purpose of this Data Sharing Agreement

- 2.1. The purpose of this DSA is to ensure a clear framework for the sharing and use of Personal Data (described in clause 6 and Annex A) between the Parties to deliver the “Homes for Ukraine” Sponsorship Scheme. Specifically, the purpose of the Personal Data sharing is to enable Local Authorities in England to deliver necessary support for placing refugees from Ukraine in housing with matched providers.
- 2.2. The DSA sets out the categories of Personal Data that will be used and the purposes for processing. It also documents the responsibilities of the Parties regarding the processing of Personal Data shared under this DSA and the way data protection compliance will be ensured in practice. The DSA supports and sits under a wider over-arching MoU on arrangements between the Parties (“the Interim MoU”).

## 3. Definitions

- 3.1. Unless otherwise stated, the words and expressions listed below shall have the following meanings:

**Controller, Processor, Processing, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer, Data Protection Impact Assessment:** take the meaning given in the UK GDPR or, in respect of processing of personal data for a law enforcement purpose to which Part 3 of the DPA 2018 applies, the meaning in that part if different.

**DPA 2018:** Data Protection Act 2018.

**Data Protection Legislation** means as applicable, the UK GDPR, the DPA 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 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.

**Data Protection Principles:** means the principles set out in Article 5 of the UK GDPR.

**Data Sharing Agreement:** means an agreement setting out the purpose, use, standards and roles and responsibilities of the data sharing as per the Supervisory Authority's statutory Code of Practice on Data Sharing.

**Data Subject Rights:** means those rights set out in Chapter III of the UK GDPR.

**The Home Department and the Home Office:** the Secretary of State for the Home Department, of 2 Marsham Street, London, SW1P 4DF.

**Department for Levelling Up, Housing and Communities and DLUHC:** the Secretary of State for Levelling Up, Housing and Communities of 2 Marsham Street, London, SW1P 4DF.

**DPO:** Data Protection Officer.

**DPIA:** Data Protection Impact Assessment.

**UK GDPR:** means the General Data Protection Regulation (as defined in the DPA 2018) 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, and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 .

**EU GDPR:** means EU General Data Protection Regulation.

**Law:** means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Parties are bound to comply.

**Local Authority:** means an administrative body in local government in England

**Memorandum of Understanding and MoU:** this Data Sharing Agreement on personal data processing undertaken by the Parties to fulfil the purpose defined in clause 2.1.

**Party:** a Party to this Data Sharing Agreement listed in Annex A;

**Personnel:** means all directors, officers, employees, agents, consultants and contractors engaged in the Processing of Personal Data.

**Protective Measures:** means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures.

**Subject Access Request:** means the rights of data subjects set out in Article 15 of the UK GDPR.

#### **4. The Roles of the Parties**

- 4.1. The use of personal data governed by this Agreement covers the processing of Personal Data provided by DLUHC and the Home Office, to be transferred to and used by your Local Authority in England for the purpose set out in clause 2.1 and in section 6 below. The transfer and use of Personal Data is necessary to deliver the Homes for Ukraine Sponsorship Scheme.
- 4.2. DLUHC and the Home Office are Independent Data Controllers for the processing of personal data up to the point that their respective personal data is provided to your Local Authority.
- 4.3. The Local Authority is an Independent Data Controller from the point that personal data is provided to you to deliver the Homes for Ukraine Sponsorship Scheme in your locality. For the avoidance of doubt, the Authority will be solely responsible for the purpose, use and security of the data from this point of receipt.
- 4.4. No Controller-Processor, or Joint Data Controller relationship will apply.

#### **5. What personal data will be used**

- 5.1. The Parties have agreed to process personal data required and necessary to deliver the Scheme. Annex A sets out the categories of Personal Data that the Parties have agreed to process under this DSA.

#### **6. The purpose of the processing**

- 6.1. The Personal Data is being used for the following primary purpose:
- 6.2. To permit Local Authorities to co-ordinate and deliver appropriate and suitable housing and accommodation offers provided by vetted sponsors, to visa-cleared applicants to the scheme fleeing the conflict in Ukraine.
- 6.3. For DLUHC, the benefit will be to ensure that relevant Personal Data about individual sponsor and organisational accommodation offers, is available for Local Authority use in delivery of the scheme.
- 6.4. For the Home Office, the benefit will be to ensure that relevant Personal Data is available for Local Authority use concerning the vetting and suitability of sponsors, and the visa status and further necessary data of visa scheme applicants, when considering and co-ordinating delivery of the scheme in localities.

#### **7. Legal basis for the use of the data**

- 7.1. The legal basis that all Parties are using for the sharing and use of this data is
  - 7.1.1. UK GDPR Article 6(1)(e) – 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,

7.1.2. DPA 2018, Part 2, Chapter 2, section 8 (d) – the exercise of a function of the Crown, a Minister of the Crown or a government department.

7.2. The *vires* for use of the above are, for DLUHC and the Home Office, section 59 of the Nationality Immigration and Asylum Act 2002

7.3. The *vires* for use of the above are, for Local Authorities, section 20 of the Immigration and Asylum Act 1999.

## **8. Special category data being processed**

8.1. Where necessary, certain special category data is intended to be shared between the Parties. This will include race and biometric data. Where other such processing does occur, this DSA will be updated to reflect this.

## **9. Additional conditions for the processing of special category data**

9.1. The legal basis that DLUHC and the Home Office are using for the sharing and use of this data is

9.1.1. UK GDPR Article 9(2)(g) – processing is necessary for reasons of substantial public interest, on the basis of domestic law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject;

9.1.2. DPA 2018, Schedule 1, Part 2, section 6 – the exercise of a function of the Crown, a Minister of the Crown or a government department.

9.2. The *vires* that the Parties are using for the sharing and use of this data is cited in clause 7.2 and 7.3.

## **10. Criminal data being processed**

10.1. Vetting and safeguarding checks and outcomes relating to individual sponsors will be made by the Home Office, including a check against Police National Computer (PNC) records. This data will be shared with Local Authorities as a necessary part of assessment of suitability of sponsor offers in their locality.

10.2. The Local Authority may share outcomes and data from its own Disclosure and Barring Service (DBS) checks with DLUHC and the Home Office as a necessary part of assessment of suitability of sponsor offers in their locality.

## **11. Additional conditions for the processing of criminal data**

11.1. Section 10(5) and Schedule 1, Part 2, paragraph 6 of the DPA 2018.

## **12. Compliance with the Data Protection Legislation**

12.1. The Parties agree that Personal Data used under this DSA shall be processed in accordance with the Data Protection Legislation.

## **13. Compliance with the Data Protection Principles**

13.1. Save to the extent that an exemption applies to limit or exclude any of them, compliance with the Data Protection Legislation shall include (but is not limited

to) compliance with the Data Protection Principles as described in Article 5 of the UK GDPR.

13.2. Personal Data shall therefore be –

- 13.2.1. processed lawfully, fairly and in a transparent manner ('lawfulness, fairness and transparency');
- 13.2.2. collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes ('purpose limitation');
- 13.2.3. adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation');
- 13.2.4. accurate and, where necessary, kept up to date and that every reasonable step is taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy');
- 13.2.5. kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed ('storage limitation');
- 13.2.6. processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality');
- 13.2.7. Processed in accordance with the UK GDPR and demonstrating our compliance.

#### **14. Protective Measures and Personal Data Breaches**

14.1. The parties undertake to have in place throughout the Term appropriate technical and organisational security measures to:

14.1.1. prevent:

- 14.1.1.1. unauthorised or unlawful processing of the Project Personal Data; and
- 14.1.1.2. the accidental loss or destruction of, or damage to, the Project Personal Data; and

14.1.2. ensure a level of security appropriate to:

- 14.1.2.1. the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
- 14.1.2.2. the nature of the Project Personal Data to be protected.
- 14.1.2.3. The level of technical and organizational measures agreed by the parties as appropriate as at the Commencement Date having regard to the state of technological development and the cost of implementing such measures is set out in Schedule 6. The parties shall keep such security measures under review and shall carry out such updates as they agree are appropriate throughout the Term.

14.2. It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the Project Personal Data in

accordance with the technical and organisational security measures set out in Annex A together with any other applicable national data protection laws and guidance and have entered into confidentiality agreements relating to the processing of personal data.

14.3. The level, content and regularity of training referred to in clause 14.2 shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and processing of the Project Personal Data.

14.4. The Parties shall each comply with its obligation to report a Personal Data Breach to the appropriate Supervisory Authority and (where applicable) data subjects under Article 33 of the UK GDPR and shall each inform the other party within 24 hours of becoming aware of the of any Personal Data Breach irrespective of whether there is a requirement to notify any Supervisory Authority or data subject(s).

14.5. The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

## **15. Data Subject Rights**

15.1. The Parties will comply in full with the rights of Data Subjects in Chapter III of the UK GDPR where applicable.

15.2. Save where they are limited or excluded by an exemption these may include the right to –

15.2.1. Object – the right of the Data Subject to request that their Personal Data is not processed for certain purposes.

15.2.2. Erasure - the right of the Data Subject to request that their Personal Data is erased where one of the statutory grounds applies.

15.2.3. Data portability – the right of the Data Subject to obtain Personal Data and reuse their Personal Data for their own purposes across different services in certain circumstances.

15.2.4. Restrict processing - the right of the Data Subject to request that the processing of their Personal Data is restricted in certain circumstances – for example, where accuracy is contested.

15.2.5. Rectification - the right of the Data Subject to request that any inaccuracies in their Personal Data are rectified without delay. Request that any incomplete personal data is completed, including by means of a supplementary statement.

15.2.6. Access - the right of the Data Subject to request access to information about how their Personal Data is processed and to request a copy of that personal data.

## **16. Data Protection Breach**

16.1. Each Party shall notify the other as soon as possible or within 24 hours (whichever is sooner) of becoming aware of a Data Protection Breach in respect of Personal Data used under this DSA.

16.2. The Parties agree that where appropriate, they will work together and ensure co-operation regarding the handling of such a breach.

### **17. Integrity and training of Personnel**

17.1. The Parties will ensure that they take all reasonable steps to ensure the reliability and integrity of its Personnel who have access to the Personal Data which is processed under this DSA that they are aware of their obligations under the Data Protection Legislation and in particular that they have had appropriate training on the handling of Personal Data.

### **18. International Transfers of Data**

18.1. The Parties are aware of the prohibition in Article 44 of the UK GDPR against the transfer of Personal Data used under this DSA to 'third countries' (as described in that Article) unless certain conditions are met. In the event that either is in any doubt about the legality of an international transfer of the personal data processed under this agreement, it shall consult the other as appropriate.

### **19. Additional notification requirements**

19.1. The Parties shall notify the other without delay in the event that, in relation to the personal data processed under this Agreement, it –

19.1.1. receives any communication from the Information Commissioner or any other regulatory authority;

19.1.2. receives a letter before action or other communication indicating an intention to commence legal proceedings in respect of Personal Data processed under this DSA;

19.1.3. receives a complaint, notice, communication or penalty which and agree to collaborate on a response to such an enquiry.

### **20. Complaints/legal action**

20.1. The Parties shall work together regarding the response to any complaint, communication or request from the Information Commissioner or other regulatory authority or any threatened litigation by a third party in relation to the Personal Data processed under this DSA.

### **21. Classification of the data**

21.1. OFFICIAL SENSITIVE.

### **22. Transmission of the data**

22.1. DLUHC and the Home Office shall transfer necessary personal data requested under this DSA, regardless of its format, only via secure means of transit. The Palantir "Foundry" platform has been procured for this purpose and Personal Data can only be accessed via secure access from this platform.

22.2. Both Parties will ensure that any further Data Processor (or sub-processor) engaged by either one of them, shall only receive personal data via secure means of transit, regardless of its format.



### **23. Privacy Notices**

23.1. The Parties' Privacy Notices shall reflect the data processing activities and any changes made to these as established under this DSA.

### **24. Record keeping**

24.1. The Parties shall maintain complete and accurate processing of records to demonstrate their compliance with the Data Protection Legislation in relation to the Personal Data processed under this DSA.

### **25. Retention and Deletion of Personal Data**

25.1. In accordance with the principle of data minimisation the Parties shall delete their relevant personal data as required by the records retention schedules and within 2 years of the closure of the scheme unless DLUHC and the Home Office identifies that its continued retention is unnecessary before that point.

25.2. The Parties shall not retain or process Personal Data for longer than is necessary to carry out the Agreed Purposes. This includes any statutory, legal or professional retention periods applicable to the personal data.

### **26. Term and Termination**

26.1. This DSA shall commence on **18 March 2022** and will run for 12 months from this date unless terminated earlier in accordance with clause 26.3.

26.2. The intention is for this DSA to be reviewed by DLUHC and the Home Office every three months from the start of this Agreement.

26.3. This DSA can be terminated before its end date as per clause 26.1 only via mutual agreement between both Parties, with at least three months' notice in writing, unless both Parties are agreed that a reduced notice period is acceptable.

### **27. Resolution of disputes with data subjects or the Supervisory Authority**

27.1. If either of the Parties has any issues, concerns or complaints about this DSA it shall notify the other and they shall, acting in good faith, seek to resolve the issue by negotiations between themselves, and follow the resolution process.

27.2. In the event of a dispute or claim brought by a data subject or the Supervisory Authority concerning the processing of Personal Data against either or both parties, the parties will inform each other about any such disputes or claims and will co-operate with a view to settling them amicably in a timely fashion.

27.3. The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the Supervisory Authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

27.4. Each party shall abide by a decision of a competent court in England and Wales or of that Supervisory Authority.

## **28. Resolution of disputes between parties to this agreement**

- 28.1. The Parties shall each appoint a nominated representative to whom any disputes arising from the operation of this Agreement shall be referred.
- 28.2. If the Parties are unable to agree a matter arising under the terms and clauses of this Agreement, such a dispute shall be referred to the senior officers of the nominated representatives for resolution. The decision of the senior officers shall bind all Parties and be treated as resolving the dispute.
- 28.3. The Parties shall, where a dispute cannot be resolved by agreement between their senior officers, appoint an adjudicator whose decision shall be final.
- 28.4. In the event of a dispute or claim brought by a data subject or the Information Commissioner's Office concerning the processing of shared Personal Data against either of the 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.

## **29. Variation**

- 29.1. This DSA may only be varied by written agreement between the Parties.

## **30. Data Protection Officers (DPO)**

- 30.1. The contact details of the DPO for DLUHC are:

- 30.1.1. Stephen Mak, [dataprotection@levellingup.gov.uk](mailto:dataprotection@levellingup.gov.uk).

- 30.2. The contact details of the DPO for the Home Office are:

- 30.2.1. Jack Chimes, [dpo@homeoffice.gov.uk](mailto:dpo@homeoffice.gov.uk)

## **31. Governing law and jurisdiction**

- 31.1. This DSA shall be governed by and construed in accordance with English law.

## **32. Execution**

- 32.1. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this DSA are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.
- 32.2. This DSA has been entered into on the date stated at clause 32 below and takes effect on the date stated at clause 26 above.

### **33. SIGNATURES**

- 33.1. The signatories agree that the procedures laid down in this DSA provide an acceptable framework for the processing of personal data, and that it is in a manner compliant with their statutory and professional responsibilities.
- 33.2. By signing this agreement, the signatories undertake to accept responsibility for implementation of the terms of this DSA within their own organisations.
- 33.3. Signatories must also ensure that they comply with all relevant legislation.

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**Signed for on behalf of DLUHC**

Name: Matt Thurstan

Job: Director General and Chief  
Financial Officer

Date: 18/03/2022

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**Signed for on behalf of the Home  
Office**

Name: Sean Palmer

Job: Director – Resettlement, Asylum  
Support and Integration (RASI)

Date: 18/03/2022

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**Signed for on behalf of the Local Authority**

Name:

Job:

Date:

## Annex A - Details of Processing

The following types of Personal Data will be processed during the Term of this data use agreement:

Description	Details
Project Name and Subject Matter of the Processing	<i>Homes for Ukraine Sponsorship Scheme</i>
Parties to the Agreement	<i>Secretary of State for Levelling Up, Housing and Communities</i> <i>Secretary of State for the Home Department</i> <i>English Local Authority Chief Executives</i>
Role of the Parties	<i>Independent Controller: Department for Levelling Up, Housing and Communities and the Home Office</i> <i>Independent Controller: Local Authorities in England</i>
Data Processors referred to in this Annex	<i>Palantir</i>
Duration of the processing	<i>This DSA will continue for 12 months or earlier if terminated under section 26 of this DSA.</i>
Nature and purposes of the processing	<i>The delivery of the scheme in localities as co-ordinated by Local Authorities in England</i>
Description of personal data	<i>Personal data submitted by individual sponsors and organisational offers of accommodation, vetting status checks of sponsors, visa status of visa applicants</i>

<p>Type of Personal Data (including identifying any special category data or data relating to criminal convictions and offences)</p>	<p><u>Sponsor data</u></p> <p><i>Name/alias</i></p> <p><i>Address</i></p> <p><i>Date of Birth</i></p> <p><i>Email address</i></p> <p><i>Telephone / mobile number</i></p> <p><i>Details of property (number of bedrooms etc.)</i></p> <p><i>Sponsor permission to be in the UK for more than 6 months</i></p> <p><i>Criminal and safeguarding checks outcomes/flags</i></p> <p><i>Passport details of the sponsor</i></p> <p><i>Sponsor's full UK address and length of time at this address</i></p> <p><i>Sponsors right to remain in the UK for more than 6 months</i></p> <p><i>Description of the Sponsor</i></p> <p><i>Immigration status of the Sponsor</i></p> <p><i>Above details on individuals living in the same household as the sponsor (or a recommended sponsor)</i></p> <p><i>Above details on individuals recommended as a sponsor by another data subject providing an offer of help via DLUHC.</i></p> <p><u>Applicant</u></p> <p><i>Name</i></p> <p><i>Age</i></p> <p><i>Sex/gender</i></p> <p><i>Potential Family members</i></p> <p><i>Passport number (and related details)</i></p> <p><i>Visa application data otherwise collected by Home Office</i></p> <p><i>Address Main applicant will be staying at if not with the Sponsor</i></p> <p><u>Special category data (SCD)</u></p> <p><i>Race</i></p> <p><i>Biometric data (passport)</i></p>
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	<p><i>Nationality (for Home Office purposes)</i></p> <p><i>No other SCD is intended to be collected, if this occurs the type of data will be included here.</i></p>
Categories of Data Subject	<p><i>General public (individual sponsors)</i></p> <p><i>Charity and NGO staff</i></p> <p><i>Ukrainian refugees applying to the visa scheme</i></p>
Plan for return and destruction of the data once the processing is complete  UNLESS requirement under union or member state law to preserve that type of data	<p><i>The Parties will dispose of respectively held data as per section 25 of this DSA.</i></p>
Transfers to third countries or international organisations	<p><i>This data will not be leaving servers within the UK.</i></p>
Legal Basis for Processing by DLUHC, the Home Office and Local Authorities	<p><i>UK GDPR Article 6(1)(e) – 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,</i></p> <p><i>DPA 2018, Part 2, Chapter 2, section 8 (d) – the exercise of a function of the Crown, a Minister of the Crown or a government department.</i></p> <p><u><i>Special category data (if this occurs)</i></u></p> <p><i>UK GDPR Article 9(2)(g) – processing is necessary for reasons of substantial public interest, on the basis of domestic law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject;</i></p> <p><i>DPA 2018, Schedule 1, Part 2, section 6 – the exercise of a function of the Crown, a Minister of the Crown or a government department.</i></p>

Special Terms	N/A
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