

**Money and Pensions Service**

**and**

**London Borough of Barnet**

**DATA SHARING AGREEMENT**

**MONEY AND PENSIONS SERVICE & LONDON BOROUGH OF BARNET**

This Agreement is made this 12 October 2023

**BETWEEN:**

- (1) The Money and Pensions Service (MaPS), an arm's-length body, sponsored by the Department for Work and Pensions at 120 Holborn, London, EC1N 2TD. (**"the Service Provider"**).
  - (2) London Borough of Barnet, 2 Bristol Avenue, Colindale, London, NW9 4EW (**"the Referral Agency"**).
- (Each a "**Party**" and together the "**Parties**")

**RECITALS:**

- (A) The Parties wish to ensure that their sharing of personal data complies with Data Protection Laws and is consistent with any applicable guidance on data sharing issued by the ICO and any relevant government department.
- (B) This Agreement therefore sets out the terms on which personal data relating to the Service Users is shared between the Parties.
- (C) The Referral Agency may refer potential Service Users to the Service Provider via a secure online webform which allows the service users to choose their desired channel in order to engage with debt advice. The Service Provider will then connect the service user with a Debt Advice Agency.
- (D) The Service Provider will provide the Referral Agency with a report, at least monthly, which will provide data on the customer journey of the referred Service Users including:
  - Customer channel choices (Immediate call-back, scheduled call-back, online journey)
  - Debt Advice Agency Assignment
  - Service Users successfully connected into advice
- (E) The Referral Agency will not reject any reasonable request for further information from the Service Provider, or any Evaluation Partner they appoint, for the purposes of understanding and improving the Service Users' customer experience and business outcomes (for all stakeholders).

In consideration of the mutual benefits to the Parties in sharing the Shared Data it is AGREED:

## DEFINITIONS

“Confidential Information”	confidential, commercial, financial, marketing, technical or other information, including (without limitation) information in or relating to Intellectual Property Rights
“Commencement Date”	23 October 2023
“Data Controller”, “Data Processor”, “Data Subject”, “personal data”, “process/processing”, “special category data”, “subject access request”	each has the same meaning given to it in the Data Protection Act 2018 (“DPA 2018”) or any statutory amendment or re-enactment of that Act and the UK GDPR (which the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018)
Data Subject Rights Request	A request from a data subject to exercise any of their rights under the Data Protection Laws
Authorised Processor (s)	Not applicable  As of 2023 MaPS does not use any third parties to process customer data
Data Protection Laws	Means all law and regulation relating to data protection and privacy which is from time to time applicable to the Parties, including:  a) the UK GDPR and the DPA 2018;  b) the ePrivacy Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended); and  c) all applicable codes of conduct and practice, guidance and opinions relating to data protection and privacy issued in any relevant jurisdiction by, or with the approval of, any governmental, administrative, regulatory, law enforcement, judicial or other body, authority or agency of competent jurisdiction, or trade association of which either party is a member

“Nation”	the jurisdiction(s) in which a party performs the Services
“Service”	The Money Adviser Network service provided by the Service Provider that allows Service Users to be referred to a Debt Advice Agency with available capacity
“Service Users”	Anyone experiencing money problems that may result in a debt issue and require debt advice
“Shared Data”	Personal data relating to the Service Users as outlined more fully at Schedule 1
“Debt Advice Agency”	Organisations which are a third party to this agreement but whom the Service Provider may wish to share the Shared Data with

## 1 INTERPRETATION

1.1 In this Agreement (except where the context otherwise requires):

- 1.1.1 use of the singular includes the plural (and *vice versa*) and use of any gender includes the other genders;
- 1.1.2 a reference to a party is to a party to this Agreement and shall include that party's personal representatives, successors or permitted assignees;
- 1.1.3 a reference to persons includes natural persons, firms, partnerships, bodies corporate and corporations, and associations, organisations, governments, states, foundations, trusts and other unincorporated bodies (in each case whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence); and
- 1.1.4 a reference to a Clause or Schedule is to the relevant clause of or schedule to this Agreement; a reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears.

1.2 General words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms.

1.3 Any reference to a statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under it as from time to time amended, consolidated or re-enacted.

## 2. COMMENCEMENT AND DURATION

2.1 This Agreement shall commence on the Commencement Date and continue in force until 23 October 2026 unless terminated sooner in accordance with clause 9 of this Agreement.

### 3. **CONFIDENTIALITY**

3.1 The Parties hereby undertake to one another to:

3.1.1 keep confidential all Confidential Information belonging to the other;

3.1.2 treat Confidential Information belonging to the other with all due care;

3.1.3 not without the prior written consent of the other disclose Confidential Information belonging to the other in whole or in part to any third party save to its employees or agents involved in the provision of the Service who need to know the Confidential Information in question and who are bound by obligations of confidentiality that are no less stringent than those set out in this clause 3;

3.1.4 use the Confidential Information belonging to the other solely in connection with the provision of the Service and not for its own benefit or the benefit of any third party;

3.2 Clause 3.1 above shall not apply to any information which:

3.2.1 is or becomes public knowledge other than by breach of this clause 3;

3.2.2 is in the possession of the receiving Party without restriction before the date of its receipt from the disclosing Party;

3.2.3 is received from a third party who acquired it lawfully and under no obligation of confidentiality;

3.2.4 is independently developed without any access to any Confidential Information belonging to the other.

### 4. **NO DISREPUTE**

The Parties shall not do anything in the course of fulfilling their obligations under this Agreement or otherwise which would or would be likely to result in bringing themselves or each other into disrepute.

### 5. **DATA SHARING AND PROCESSING**

#### **Objective of data sharing**

5.1 The overall objective of the Parties in sharing the Shared Data is to benefit the Service Users by:

5.1.1 Connecting Service users with a debt advice agency with the appropriate capacity through a choice of channels.

5.1.2 Track the customer journey from point of referral through debt advice process and outcomes with the aim of enhancing experience for all stakeholders.

## **Status of Parties when sharing Data**

5.2 The Parties shall be independent data controllers of the Shared Data.

## **5.3 Personal data to be shared**

This Agreement relates to the categories of personal data relating to the Service Users listed in Schedule 1 (“the Shared Data”)

## **Purpose of data sharing and authorised processing**

5.4 Data may be shared by the Parties to enable the Service Provider to connect Service Users to a Debt Advice Agency to then provide a debt advice service.

5.5 The Parties shall only process the Shared Data to the extent permitted by and under this Agreement and shall not do anything whether by action or omission to put one another in breach of any of its obligations as a Data Controller under the Data Protection Laws.

5.6 The Parties when processing the Shared Data shall:

5.6.1 comply at all times with the Data Protection Laws;

5.6.2 implement appropriate technical and organisational measures and take all steps necessary to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;

5.6.3 in furtherance of its obligations under 5.6.2 above implement and maintain adequate security measures as outlined at Schedule 2;

5.6.4 not process personal data outside the United Kingdom (UK) without the prior written consent of the other and, where the Parties consent to a transfer, to comply with the obligations of a Data Controller by providing an adequate level of protection to any personal data that is transferred; and

5.6.5 maintain a record of all processing of Shared Data carried out in connection with this Agreement.

5.7 The Parties shall:

5.7.1 comply with their obligations under this Agreement and the Data Protection Laws;

5.7.2 cooperate in providing any information or assistance to enable one another to respond to a data subject request or to carry out a data protection impact assessment which complies with the requirements of the Data Protection Laws;

5.7.3 ensure that they are able to address any areas of risk identified in a data protection impact assessment as soon as possible; and

5.7.4 ensure that they are able to engage effectively in communications with the ICO and/ or data subjects, when required.

### **Legal basis for sharing personal data**

- 5.8 The Referral Agency will provide the Service Provider with any personal data that it considers is necessary for the purpose of pursuing one or more of its legitimate interests. The Referral Agency agrees, however, only to provide such personal data where the data subject has agreed to the disclosure.
- 5.9 The Service Provider will process any personal data received from the Referral Agency in connection with the performance of its statutory functions.

### **Onward sharing of data**

- 5.9 The Service Provider intends to pass the Shared Data provided by the Referral Agency onto one or more Debt Advice Agency partners within the Money Adviser Network. In order for this to be achieved the Referral Agency shall obtain the Service User's agreement not only to pass the Shared Data to the Service Provider but also for this onward sharing process.
- 5.10 The Service Provider will ensure that the Referral Agency is provided with:
- 5.10.1 A training resource for agents, including the appropriate prompts for explaining consent;
  - 5.10.2 A suggested script that would be compliant when followed fully; and
  - 5.10.3 A webform with a consent tick-box which prompts staff to ensure full consent has been gained and records that this has taken place.
- 5.11 The Referral Agency will put in place measures to ensure that any and all staff engaging with the Service are aware of this process and comply fully. The Referral Agency will also maintain its own evidence of this information having been provided.
- 5.12 Where the Referral Agency has failed to provide the Service Users with the above information and seek their agreement for this onward sharing then the Referral Agency shall recognise that it is in breach of this Agreement and assume full liability for any claim brought by a service user against either Party (as per section 7).
- 5.13 Subject to clause 6.2 below, the Service Provider will provide the Referral Agency with a report or other data in relation to the status of any services being provided to the Service User by its Debt Advice Agency partners in circumstances where the Service User has agreed to this in advance (for the avoidance of any doubt, the absence of any such agreement should not prevent the referral from being made by the Referral Agency to the Service Provider). The Referral Agency agrees that it will only use such information for the purpose of developing appropriate strategies relating to its engagement with the Service User, which may include communications about debt collection and/or recovery.
- 5.14 Specifically, the Referral Agency (and any third parties it engages in the recovery of debt) agrees not to use any information provided by the Service provider, which indicates or suggests that the Service User has decided not to engage with the Service, as a reason to commence recovery action against the Service User or take any other steps which may be perceived as punishing the Service User for any lack of engagement.

- 5.15 Any report or other engagement data provided by the Service Provider to the Referral Agency relating to a particular Service User should not be shared with any third party unless:
- 5.15.1 the Service Provider or Service User has provided consent;
  - 5.15.2 the third party is a supplier of debt collection services such as legal services, debt collection agencies or enforcement agencies and is therefore an agent of the Referral Agency;
  - 5.15.3 the Referral Agency has a legal obligation to disclose the information, in which case it will provide the Service Provider with at least 72 hours' notice.

**Data Subject Rights Requests and disputes with individuals or the Information Commissioner**

- 5.16 Any Data Subject Rights Request received by a Party shall be notified to the other Party promptly (and in any event within 2 working days). The Parties shall discuss the Data Subject Rights Request promptly (and in any event within 7 working days of its initial receipt) and shall allocate actions to be carried out by each Party to comply with the Data Subject Rights request to the extent required by, and within the timescales set by, the Data Protection Laws.
- 5.17 In the event of a dispute or claim brought by an individual or the Information Commissioner concerning the processing of any Shared Data against either of the Parties, the Parties will inform each other within 2 working days about any such disputes or claims and will co-operate with a view to settling them amicably in a timely fashion.
- 5.18 The Parties agree to respond promptly to, and to collaborate regarding, any generally available non-binding mediation procedure initiated by an individual, the Information Commissioner or by the other Party.
- 5.19 Each Party shall abide by any relevant decision of a competent court of England and Wales or of the Information Commissioner which is final and against which no further appeal is possible.
- 5.20 If either Party becomes aware of a personal data breach which affects, or may potentially affect, the Shared Data, it shall notify the other Party without undue delay (and in any event within 24 hours of becoming aware of the personal data breach). The Parties shall discuss the personal data breach within 48 hours of the first Party becoming aware of it and shall:
- 5.20.1 allocate actions to be carried out by each Party to investigate, resolve and mitigate the personal data breach;
  - 5.20.2 jointly determine whether a notification is required to be made to the Information Commissioner or to the affected data subjects to comply with the Data Protection Laws; and
  - 5.20.3 make any notifications required under clause 5.20.2 above within the timescales set by the Data Protection Laws.
- 5.21 Notifications shall be sent to the following details for either party

Money and Pensions Service: [dpo@maps.org.uk](mailto:dpo@maps.org.uk)



## 6. REQUESTS FOR INFORMATION

- 6.1 The Parties recognise that in order to facilitate a constructive working relationship it will be necessary to share information relating to the effectiveness of the Service, particularly to allow the Service Provider to understand how the Referral Agency is using the information provided pursuant to clause 5.13 above. Accordingly, the Referral Agency agrees to respond to any reasonable requests for information made by the Service Provider and/or to allow the Service Provider to perform site visits or conduct remote reviews in relation to the operation of the Service. The Service Provider will provide at least 5 working days' notice of any such requests.
- 6.2 Where it appears to the Service Provider that the information provided to the Referral Agency pursuant to clause 5.13 above is not being used by the Referral Agency to engage with the Service User for the purposes contemplated by this Agreement then it will consult with the Referral Agency about steps it can take to improve engagement. If the Service Provider becomes aware that the Referral Agency is no longer using the data provided, in the interests of data minimisation, the Service Provider reserves the right to withdraw the provision of this data.
- 6.3 Any decision made by the Referral Agency pursuant to clause 6.2 should not prevent the Referral Agency from referring a Service User to the Service Provider.

## 7. DISPUTES

- 7.1 In the event that there is a dispute between the Parties, the service managers will take all reasonable steps to resolve the dispute. If the service managers cannot resolve the dispute within 10 working days, then the issue shall be referred to the Chief Executive Officer of each Party or their nominees for resolution.
- 7.2 In the absence of agreement under Clause 6.1, the Parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by the Parties). Unless otherwise agreed, the Parties in dispute shall bear the costs and expenses of the mediation equally.

## 8. INDEMNITY

- 8.1 Each party shall indemnify, keep indemnified and hold harmless the other party against all liabilities, costs, expenses, damages and/or losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, fines, legal costs and compensation for mutual customers (calculated on a full indemnity basis) together with all other professional costs and expenses) suffered or incurred by the other party as a result of or in connection with a breach of this agreement (including any claim brought against the other party out of or in connection with a breach of this agreement) to the extent that the claim or breach is

not attributable to the other party.

## 9. **TERMINATION**

9.1 This Agreement will terminate automatically on 23 October 2026 unless extended by agreement between the Parties or termination having occurred in the following circumstances:

- 9.1.1 Money and Pensions Service having decided to discontinue the money adviser network service; or
- 9.1.2 a fundamental or irremediable breach of this Agreement by a Party which renders the continuation of the data sharing impracticable; or
- 9.1.3 either Party giving 30 days written notice to the other of their intention to terminate this Agreement.

9.2 Termination under Clause 9.1 shall not prejudice or affect any right of action or remedy, which shall have accrued or shall thereupon accrue to the Parties under this Contract.

9.3 In the event of a Personal Data Breach or non-compliance with this Agreement, data sharing access may be withdrawn/suspended with immediate effect pending investigation. Data sharing may be reinstated depending upon the outcome of the investigation.

## 10. **EQUALITY AND DIVERSITY**

10.1 The Parties shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and, without prejudice to the generality of the foregoing, the Parties shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010, the Human Rights Act 1998 or other relevant legislation, or any statutory modification or re-enactment thereof. The Parties shall take all reasonable steps to ensure observance to these statutes by all servants, employees, agents and consultants of the Parties.

10.2 The Parties shall not discriminate directly or indirectly against any person because of their colour, race, nationality, ethnic origin, disability, sex or sexual orientation, religion or belief or age in relation to decisions to recruit, train, promote, discipline or dismiss employees.

## 11. **SAFEGUARDING**

The Parties recognise that Service Users may be vulnerable adults and shall have in place appropriate safeguarding policies and procedures and shall comply with the Safeguarding of Vulnerable Groups Act 2006 to the extent that it applies in their Nation and/or with equivalent protective legislation to the extent that it does not apply in their Nation and best practice in relation to the Service Users referred to the Service.

## 12. **COMPLAINTS**

12.1 The Parties recognise that Service Users may complain when an expression of dissatisfaction has been made about the quality of our work or the service we provide, either directly or through

one of our partner organisations. Complaints can be made about, for example, mistakes, poor quality advice, unreasonable delay or poor customer service.

Money and Pensions Service complaints should be directed to:

Complaints Officer  
The Money and Pensions Service  
120 Holborn  
London EC1N 2DT  
Or email: [complaints@maps.org.uk](mailto:complaints@maps.org.uk)  
Or telephone: (020) 7943 0600

Referral Agency complaints should be directed to:

Complaints Officer  
London Borough of Barnet  
2 Bristol Avenue  
Colindale  
London, NW9 4EW  
Web Link – [Complaint Portal](#)  
Or email: [Complaints@Barnet.gov.uk](mailto:Complaints@Barnet.gov.uk)  
Phone: 020 8359 2000

- 12.2 The Parties will record complaints electronically on file to include the customer's name, contact details, dates, the circumstance of the complaint and correspondence. Some of the data may be used to form a regular anonymised report. All information will be kept and used in accordance with the Data Protection Laws.

### 13. **NOTICES**


All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, emailed, or mailed (first class postage prepaid) to the address of the relevant Party. If personally delivered or if emailed all such communications shall be deemed to have been received when delivered (except that if received on a non-working day or after 5pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been received on the second working day following such mailing.

### 14. **GENERAL**

- 14.1 The Parties may not assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement.
- 14.2 No variations to this Agreement shall be effective unless in writing and signed on behalf of both Parties.
- 14.3 This Agreement shall not create any partnership or joint venture between the Parties, nor any relationship of principal and agent, nor authorise either Party to make or enter into any commitments for or on behalf of the other Party.

- 14.4 This Agreement supersedes any previous Agreement between the Parties in relation to its subject matter and represents the entire Agreement of the Parties.
- 14.5 This Agreement and all disputes or claims arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) will be governed by English law.
- 14.6 The Parties irrevocably agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter (including non-contractual disputes or claims).
- 14.7 This Agreement is for the benefit of the Parties and is not intended to benefit, or be enforceable by, anyone else (and the Contracts (Rights of Third Parties) Act 1999 and equivalent legislation in other jurisdictions shall not apply to it).
- 14.8 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, that provision shall be ineffective to the extent of such illegality, invalidity or unenforceability but the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 14.9 If, during the Term, the Data Protection Laws and any ancillary laws change, and any such change requires amendments to this Agreement in order to enable one or both of the Parties to achieve compliance with the new legislation or if the change in any way makes this Agreement no longer adequate or enforceable, the Parties, acting reasonably, will negotiate in good faith and agree appropriate amendments as necessary to achieve compliance. Each party will bear its own costs in so doing.
- 14.10 This Agreement may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this Agreement but all the counterparts together shall constitute the same Agreement.

Signed for and on behalf of **Money and Pensions Service**

Name:  Senior Creditor Strategy Manager .....

Signature:  .....

Date: 19 October 2023 .....

Signed for and on behalf of London Borough of Barnet

Name: 

Signature: 

Date: 12 October 2023

## SCHEDULE 1 SHARED DATA

<p><b>Purposes for which the Personal Data shall be processed</b></p>	<p>The Service Provider operates the Money Adviser Network as part of its public functions to allow Service Users to connect to a Debt Advice Agency in a timely manner through a variety of different channels.</p> <p>In order for the Service Provider to provide this service it requires the Referral Agency to provide the relevant contact information that can be provided to the Debt Advice Agency and monitor the Service Users' customer journey.</p> <p>The Service Provider will also share information with the Referral Agency concerning the Service User's engagement with the Debt Advice Agency, to allow the Referral Agency to review how it engages with the Service User. The Parties have a shared interest in reviewing and improving the Service Users' customer journey.</p>
<p><b>Description of the categories of the data subjects</b></p>	<p>Service Users are customers of the Referral Agency, residing in England and have indicated that they may benefit from debt advice.</p>
<p><b>Description of the categories of Personal Data</b></p>	<ul style="list-style-type: none"> <li>• Customers full name (mandatory)</li> <li>• Telephone number (mandatory)</li> <li>• Email Address (optional)</li> <li>• Information relating to Service Users' use of the Service and referrals made.</li> </ul>
<p><b>Description of the categories of Sensitive (Special Category) Personal Data</b></p>	<p>No special category personal data will be transferred between the two parties.</p>
<p><b>Description of transfers of Personal Data to a country outside of the United Kingdom</b></p>	<p>No personal data is to be processed outside of the United Kingdom.</p>
<p><b>The envisaged time limits for erasure of the different categories of Personal Data</b></p>	<p>Data will be retained in line with each organisation's Data Retention Policy.</p>
<p><b>Authorised Processors</b></p>	<p><b>Not applicable</b></p> <p><b>As of 2023 MaPS does not use any third parties to process customer data</b></p>

## **SCHEDULE 2 DATA SECURITY ARRANGEMENTS**

The Parties, using appropriate technical and organisational measures taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons, shall:

- 1.1 have in place and comply with a security policy which:
  - 1.1.1 defines security needs based on a risk assessment;
  - 1.1.2 allocates responsibility for implementing the policy to a specific individual or members of staff;
  - 1.1.3 is provided to each other on request;
  - 1.1.4 is disseminated to all relevant staff; and
  - 1.1.5 provides a mechanism for feedback and review.
- 1.2 ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the personal data in accordance with best industry practice;
- 1.3 prevent unauthorised access to the personal data;
- 1.4 ensure its storage of personal data conforms with industry practice such that the media on which personal data are recorded (including paper records and records stored electronically) are stored in secure locations and access by personnel to personal data is strictly monitored and controlled;
- 1.5 have secure methods in place for the transfer of personal data whether in physical form (for instance, by using couriers rather than post) or electronic form (for instance, by using encryption);
- 1.6 put password protection on computer systems on which personal data is stored and ensure that only authorised personnel are given details of the password;
- 1.7 ensure that all individuals who have access to the personal data are trained on how to comply with the Data Protection Laws;
- 1.8 have in place methods for detecting and dealing with breaches of security including the ability to identify which individuals have worked with specific personal data and having a proper procedure in place for investigating and remedying breaches of the Data Protection Principles contained in the Data Protection Laws;
- 1.9 have a secure procedure for backing up and storing back-ups separately from originals;
- 1.10 have a secure method of disposal for unwanted personal data including back-ups, disks and print outs and redundant equipment;
- 1.11 take such additional security measures as are necessary to protect sensitive personal data.