

Data Processing Agreement



## Introduction

* 1. This Information Processing Agreement (Agreement) has been developed to facilitate partnership working between the partners identified in 2.1 below. This Agreement identifies the legal powers and methods of sharing information in order to provide the subscription services to the customer.
	2. In this Agreement, the following words and expressions have the meanings set out below:
		1. The “**Landlord**” refers to Believe Housing Ltd., of Coast House, Spectrum 4, Spectrum Business Park, Seaham, SR7 7TT
		2. The “**Company**” refers to HomeLINK Technologies Ltd. (‘HomeLINK’), of 350 Bristol Business Park, The Crescent, Bristol, BS16 1EJ
		3. “**Customers**” refers to the Landlord’s residents/occupiers of their housing stock.

## Partner and partner responsibilities

### The Parties committed to this Agreement are:

* + - believe housing, who have the role of Data Controller
		- HomeLINK Technologies Ltd., who have the role of Data Processor

### It will be the responsibility of these Parties to ensure that they:

* + - have realistic expectations from the outset
		- maintain ethical standards
		- have a process by which the flow of information can be controlled
		- provide appropriate training
		- have adequate arrangements to test compliance with the agreement
		- meet Data Protection Act 2018 (DPA), UK General Data Protection Regulation (UK GDPR) and other relevant legislative requirements.

## Background and scope of the Agreement

* 1. It has been identified that in order to provide a better service to Customers and to ensure compliance with legislation, the Landlord will be collecting data from its Customer’s homes using devices manufactured by the Company.
	2. The Agreement covers the sharing of personal data (direct and indirect) for the purpose of providing visibility of the Landlord’s asset remotely to assist in making improvements to the services provided to the Customers. The Agreement covers sharing for any of the purposes listed in Section 5: ‘Purposes and legal basis for Sharing Information’.

## Information to be shared

### Data to be shared

#### It has been identified by the Parties that the following fields of data are required to fulfil the purpose and scope of the Agreement as identified in 3.1 and 3.2:

#### Name(s) / address of the residence of the tenant(s)

#### Contact details – including name and email address

#### Tenancy start and end dates

#### Type of property

#### Property specification (including any adaptations)

#### These data are to be provided by the Landlord and are to be received by the Company.

#### The following data points will be collected by connected devices installed in the Landlord’s properties (where the relevant device has been deployed):

#### Temperature

#### Humidity

#### Carbon dioxide (CO2)

#### Fire Alarm System events

#### Carbon Monoxide events

### Data Processing

#### The data from the devices will be used to provide an insightful overview of a property’s performance and condition by the Company, to facilitate early identification and proactive resolution by the Landlord of issues that could impact upon Customer health, safety, and well-being.

### Terms of use of the information

#### All data will be used for the purposes specified in Section 5.1.

#### Direct personal data listed in 4.1.1 will be used to facilitate the use of the “HomeLINK App” for Customers and, at the end of their tenancy (set by the Landlord), their data can be deleted by the Landlord directly.

#### Indirect personal data listed in 4.1.3 will be provided to the Landlord and Customer as well as being used to calculate potential risks, known as ‘Insights’, as per 5.1.2. These data will be retained for the duration of the subscription services. After the conclusion of the subscription services, the environmental sensor data will be anonymised and retained for research and development purposes.

#### The Landlord will provide Privacy Notices to the affected Customers as well as periodically being provided with Privacy Notice updates via the HomeLINK App as appropriate.

### Exchange of Information

#### The data specified in section 4.1.1 will be entered into the Company’s software directly by the Landlord.

#### Platform Security:

#### Landlord platform access uses AWS Cognito as a secure identity management system. Landlord administrators can grant and revoke access. The HomeLINK App uses Cognito with a bespoke 2-factor authentication pattern using a device specific token. Passwords are hashed and securely stored. No native mechanism exists to view decrypted passwords. Passwords can only be reset after a reset request is granted by an administrator.

#### The data specified in section 4.1.3 is collected by the SmartLINK Gateway device, using proprietary RF 868 between the devices within the Home and a GSM connection to the cloud. Readings are collected every 15 minutes.

#### Data Transfer:

#### All data in transit is encrypted with AES 256 using TLS. Data is not encrypted at rest however sensitive data is physically segregated on the Company’s cloud infrastructure behind a VPN which requires SSH to access along with IP whitelisting for a subset of the platform services.

## Purposes and legal basis for information sharing

### Purpose for sharing information

#### Direct personal data (such as those data points specified in 4.1.1) will be used to facilitate the use of the “HomeLINK App” for Customers, providing them with access to their own home’s data for the period of their tenancy. This is with the aim of empowering Customers to understand and improve their own environments.

#### Indirect personal data (such as those data points specified in 4.1.3) will be provided to the Landlord and Customer as well as being used to calculate potential risks, known as ‘Insights’. The current list of available Insights is as follows:

#### Cold Home

#### Damp and Mould

#### Draught

#### Dust mite allergens

#### Excess heat

#### Fuel poverty

#### Heat loss

#### Indoor air quality

#### Void

### Legal Basis for Sharing Information

#### The legal basis for sharing information between the Parties is based on legitimate interest; the Landlord works with a private company to maintain the property and ensure any investments are having the intended impact for its Customers. This is in accordance with UK GDPR Article 6(1)(f) and is commonly referred to as “legitimate interest”, as per 5.2.3.

#### The legal basis for the Company to process the data is also based on legitimate interest, in accordance with UK GDPR Article 6(1)(f). This is commonly referred to as “legitimate interest”, as per 5.2.3.

#### UK GDPR Article 6(1)(f) states:

#### *The processing shall be lawful only if and to the extent that at least one of the following applies:*

#### *- processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.*

## Data Quality

* 1. Information shared under this Agreement must be fit for purpose, meaning that it must be adequate, relevant, and not contain excessive detail which is beyond that required for the agreed purpose.
	2. Where information received by any partner is insufficient to achieve the agreed purpose, i.e. inaccurate, out-of-date, or inadequate for the stated purpose, clarification will be sought with the Data Controller before the information is acted upon. Partners receiving such queries will act promptly to resolve them, ensuring corrections are documented and cascaded to all Parties without delay.

## Retention, Storage and Disposal

### Direct personal data listed in 4.1.1 can be deleted by the Landlord directly at the end of a Customer’s tenancy (also set by the Landlord). If this is not deleted by the Landlord, it will be deleted by the Company at the conclusion of the subscription services.

### Indirect personal data listed in 4.1.3 will be retained for the duration of the subscription services. After the conclusion of the subscription services, the data will be anonymised and retained for research and development purposes.

### All Parties must ensure that they have appropriate measures in place to ensure the secure storage of all the information subject to this Agreement will be kept as follows:

* + - Physical copies of information provided should be held in a lockable storage area, office or cabinet
		- Electronic files must be protected against illicit internal use or intrusion by external parties through the appropriate security measures

## Handling of complaints, information requests or breaches of the Agreement

### Handling of data breaches

#### Data processors will, in the event of a personal data breach or breach of confidentiality, take steps to notify the Data Controller and relevant organisations Data Protection Officer(s) (DPO) within 24 hours. The Data Controller has the responsibility to notify the ICO of a serious breach within 72 hours of any signatory organisations becoming aware of the breach.

#### HomeLINK Technologies Ltd has appointed the following person as its Data Protection Officer:

Jordan Toulson

Product Manager

350 Bristol Business Park

The Crescent

Bristol

BS16 1EJ

#### Believe Housing has appointed the following person as its Data Protection Officer:

Ian Dugdale

Data Protection Lead

Coast House

Spectrum 4

Spectrum Business Park

Seaham

SR7 7TT

### Indemnity to the Agreement

#### Each Party will keep each of the other Parties fully indemnified against any and all costs, expenses and claims that arise out of any breach of this Agreement by their staff, agent, contractors or data processors and in particular, but without limitation, the unauthorised or unlawful loss, theft, use, destruction or disclosure by the offending Parties or its sub-contractors, data processors, employees, agents or any other person within the control of the offending Parties of any data obtained in connection with this Agreement.

### Handling of requests for information under Data Protection / FOI

#### Where the Company, in response for any of the Landlord’s information made under the Freedom of Information Act 2000, or the Environmental Information Regulations 2004, or a Subject Access Request, as applicable, is considering disclosing the information obtained via this Agreement it will consult with the Landlord before doing so.

#### The Company will, in fulfilling obligations under the Freedom of Information Act 2000, or the Environmental Information Regulations 2004, or Subject Access Request, as applicable, comply with the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR) where the information includes personal and/or special category data.

## Commencement and Termination of the Agreement

### Commencement of the Agreement

#### This Agreement shall take effect from the date that the Parties fix their signatures below and shall continue in force for as long as the pilot phase continues or until this Agreement is terminated under Section 9.2 below.

### Termination of the Agreement

#### Any Party may terminate this Agreement at any time provided they give a minimum of 30 days’ notice in writing to the other Parties.

#### Any Party can suspend this Agreement for 30 days if they consider that security arrangements have been compromised. Such suspension arrangements are intended to allow the affected Party the opportunity to seek a resolution and cause any remedial actions to be completed. In the event that agreement is not reached, the Agreement will be terminated in writing with full explanation to the Parties concerned.

#### The obligations of confidentiality imposed on the Parties by this Agreement shall continue in full force and effect after the expiry or termination of this Agreement.

## Signatories

**Data Controller:** Insert Organisation name:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| Name & Title/Role |  | Signature |  | Date |

**Data Processor:** Insert Organisation name:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| Name & Title/Role |  | Signature |  | Date |