

**Memorandum of Understanding (Process)  
Between  
HMRC (Impacting and Data Shares) and**

*The Department for Work and Pensions, Universal Credit and  
Provider Referral and Payment (PRaP) system*

*For Exchange of information as a result of the Interface established  
between PRaP, UC and RTI*

The reference number of the related Umbrella MoU is: [MOU-U-A](#)

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## 1. Introduction

The Provider Referral and Payment (PRaP) System is a DWP single strategic system to support the operation and administration of all Contracted Employment Programmes (CEPs) including contract setup, referral and payment processes, and providing operational management information to support provision and financial management and planning.

As part of Universal Credit Release 9b, PRaP will be introducing validation for Work Programme (WP) Provider Outcome claims relating to Universal Credit (UC) Customers. A ministerial submission decision is to base this validation on the earnings level of UC Customers. This will now require UC to make an initial determination as to whether or not a customer is earning above or below the WP Earnings threshold, based in the (Real Time Earnings) RTE / (Real Time Information) RTI feed, and then provide appropriate response to the outcome validation request from PRaP.

This Memorandum of Understanding (MoU) sets out the high level agreement between HMRC and DWP governing the exchange of information – both system to system and operationally – to better enable this collaboration.

The information being used by PRaP has already been transferred to DWP under existing agreements. This agreement allows the use of that data to be extended to facilitate the PRaP system, which is required for WP provider outcome claim validation

An Umbrella MOU for the exchange of information between HMRC and DWP is in existence and is referenced MOU-U-A.

## 2. Legal Basis

The legal basis upon which this MOU rests is Section 127 of the Welfare Reform Act 2012, which permits HMRC to disclose information held for its functions to DWP for the purpose of its functions.

### 3. Purpose of the agreement

The RTI-UC interface has been designed to ensure real time earnings information is available to DWP for the purposes of calculating an accurate benefit entitlement for claimants in the fulfilment of government policy.

The utilisation of earnings information provided by HMRC will reduce the possibility of fraud and error and increase both the accuracy of the calculations, thereby reducing the likelihood of overpayments, and the efficiency of the process.

In order to ensure a high level of customer service is provided to claimants and maintain the reputation of both departments HMRC and DWP will collaborate at an operational level to resolve disputes.

There are no benefits to HMRC from this process other than helping DWP carry out their core functions

### 4. Procedure

In order to receive up to date earnings information for UC Customers, PRaP System will send a notification to an Integration Service Layer System to receive the earnings information.

FOIL/ JBoss Fuse is a new integration component being established for wider DWP use but implemented specifically to orchestrate and integrate calls between PRaP, DWP Customer Information System (CIS) and UC RTE.

JBOSS Fuse / FOIL will calculate whether the UC Customer is above the threshold or below the threshold after comparing the earnings of the UC customer received from UC-RTE with the threshold value and provide a decision to PRaP system to carry out the Outcome Claim Validation for UC Customers. PRaP will not receive any earnings information, only a response from JBOSS Fuse / Foil of Yes / No / 0.

## 5. Security and Assurance

For the purpose of the RTI-UC interface only information deemed necessary to meet the governments business objectives will be exchanged. The system to system data transfer has been accredited thus assuring the HMRC information owner of the security protocols employed to protect the data whilst in transit. The resultant risks will remain with HMRC because the details of the security protocols employed to protect the data whilst in transit have not been shared with DWP.

Following receipt of the data, DWP have agreed to;

- Only use the data for purposes that are in accordance with the legal basis under which it has been received.
- Only hold the data while there is a business need to keep it
- Ensure that only people who have a genuine business need to see the data will have access to it
- Store data received securely and in accordance with the prevailing central government standards, for example in secure premises and on secure IT systems
- Move, process and destroy data securely i.e. in line with HM Government [Security Policy Framework](#) and in particular Security Policy 2: Security of Information, issued by the Cabinet Office, when handling, transferring, storing, accessing or destroying information.
- Comply with reporting requirements (e.g. reporting data losses or wrongful disclosure), in line with the Cabinet Office [Checklist for Managing Potential Loss of Data or Information](#). Report any data losses, wrongful disclosures or breaches of security relating to information originating in HMRC to the designated contacts immediately (within 24 hours of becoming aware). This includes both advising and consulting with HMRC on the appropriate steps to take, e.g. notification of the Information Commissioner's Office or dissemination of any information to the data subjects.
- Review this MOU with HMRC annually, until such time that the system is deemed to be stable, at which time a 5-yearly review cycle will be implemented.
- Allow HMRC Internal Audit to request an audit to help in deciding whether HMRC should continue to provide the data to DWP.
- Provide written, signed assurance that they have complied with these undertakings regularly upon request.

## **6. Data Protection Act 1998 (DPA) and Human Rights Act 1998 (HRA)**

Nothing in this Memorandum of Understanding will limit the receiving department's legal obligations under the Data Protection legislation.

All the information transferred by HMRC should be relevant, necessary and proportionate to enable DWP to carry out their task or process.

The Data Controller (as defined in the glossary of terms) is HMRC

The Data Processor (as defined in the glossary of terms) is DWP

## **7. Freedom of Information (FOI) Act 2000**

HMRC and DWP are subject to the requirements of the Freedom of Information Act 2000 (FOI) and shall assist and co-operate with each other to enable each department to comply with their information disclosure obligations.

In the event of one department receiving a FOI request that involves disclosing information that has been provided by the other department, the department in question will notify the other to allow it the opportunity to make representations on the potential impact of disclosure.

All HMRC FOI requests must be notified to Central Policy FOI Team who will engage with the central FOI team in the supplying organisation.

## **8. Direct, (or browser) Access specific expectations**

Not Applicable.

## 9. Costs/charges

For the purpose of the RTI-UC-PRaP interface no direct costs will be applicable as a result of this collaboration

## 10. Contact details

	For HMRC	For Public Sector Body	<i>For DWP-UC</i>
Name	[REDACTED]	[REDACTED]	[REDACTED]
Job Title	Account manager	PRaP SRO	DWP RTI Lead
Team	OGD impacting and data shares	PRaP Operational Support Team	DWP Digital
GSI email	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]
Telephone	[REDACTED]	[REDACTED]	[REDACTED]
Deputy's name	[REDACTED]	[REDACTED]	[REDACTED]
Deputy's GSI email	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
Deputy's telephone	[REDACTED]	[REDACTED]	[REDACTED]

## 11. Reporting and review arrangements

The content of this MOU will be reviewed as part of each release of RTI until such time that the RTI programme ceases to exist at which time it will be reviewed annually for two years before a 5-yearly cycle of reviews is considered to be appropriate.

## 12. Resolving issues

Any complaints, problems, issues etc. that are specific to the information exchanges covered by this MoU should immediately be referred to the contacts named in section 10. If these can not be resolved they should be reported, in writing to:

	For HMRC	For Public Sector Body
Name	[REDACTED]	<a href="#">(insert details)</a>
Job Title	Data Exchange Champion	<a href="#">(insert details)</a>
Team	IMS LS Security	<a href="#">(insert details)</a>
GSI email	[REDACTED]	<a href="#">(insert details)</a>
Telephone	[REDACTED]	<a href="#">(insert details)</a>

## 13. Signatories

*The final document must be signed and dated by the relevant information asset owners. In HMRC this is usually the Director for the business area. Whilst they retain responsibility, they can nominate a delegate to sign on their behalf e.g. the Data Guardian.*

**For HMRC**

**For DWP**

[REDACTED]

Senior Responsible Officer  
(obo HMRC Process Owner)

Deputy Director CEPD  
PRaP SRO

*[Signature]*

25/01/2016

## 14. Document Control Personnel

Key personnel	Name & role	Organisation (Team)
Author	██████████ Project delivery	DWP working age and Child Maintenance Function- Work Services
Approvers	██████████ Customer Account manager	HMRC
Review Control	██████████ Annabelle Chapman	DWP HMRC

## 15. Version History

Version	Date	Summary of changes	Changes marked
0.1	01/06/2015	Initial draft	No
0.2	17/08/2015	Data fields, contact details	No
1.0	25/01/2016	Final version	No
1.2	10/11/2017	Contact details	No

## 16. Review dates

Version	Publication date	Review date
1.2		November 2017

## 17. Glossary of Terms and Abbreviations

Definition	Interpretation
<b>Ad Hoc Transfer</b>	is defined as being bulk data with a protective marking of restricted or above and the transfer is part of a pilot or project with a definitive end date
<b>Data Controller</b>	has the meaning set out in section 1 of the Data Protection Act 1998, i.e. 'a [natural or legal] person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be, processed'
<b>Data Processor</b>	has the meaning set out in section 1 of the Data Protection Act 1998, i.e. 'in relation to personal data, any [natural or legal] person who processes the data on behalf of the data controller'
<b>Data Protection Legislation</b>	means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner
<b>Direct Access</b>	Covers an information sharing instance where the receiving Department accesses the Information via direct, or browser, access to the source system rather than as an extracted information transfer.  This agreement will require specific terms and conditions ensuring that access is appropriate and correctly applied, managed and recorded.
<b>FoIA</b>	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act together with any guidance and/or codes of practice issued by the Information Commissioner or Ministry of Justice in relation to such legislation.
<b>Granting Access</b>	The governance and authority surrounding the authorisation of a person to have access to a system.
<b>Information Asset Owner (IAO)</b>	means the individual within a directorate, normally the Director, responsible for ensuring that information is handled and managed appropriately
<b>Law</b>	means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body
<b>Provisioning Access</b>	The technical channels through which access is made possible, including the request tools associated with this.

<b>Public Sector Body</b>	This will generally be another government department (OGD) but could be another public sector body (e.g. Local Authority). Information sharing with a private sector body with which HMRC has a commercial relationship needs to be covered by a commercial contract, not an MoU.
<b>Regulatory Bodies</b>	means those government departments and regulatory statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence matters dealt with in this Agreement and "Regulatory Body" shall be construed accordingly
<b>Senior Information Risk Owner (SIRO)</b>	Provides high level assurance of compliance with HMRC's Information Asset data protection obligations. HMRC's SIRO is Mark Dearnley, HMRC Chief Digital & Information Officer, Director of Chief Digital & Information Officer Group.

<b>Abbreviation</b>	<b>Description</b>
CRCA	The Commissioners for Revenue and Customs Act
MoU	Memorandum of Understanding
FOIA	Freedom of Information Act
FOI	Freedom of Information
HMRC	Her Majesty's Revenue and Customs
PSB	Public Sector Body
SPF	Security Policy Framework