

MEMORANDUM OF UNDERSTANDING

for the Department for Work and Pensions to provide specified personal data to

BIRMINGHAM CITY COUNCIL

in connection with the Troubled Families Programme

1. PARTIES

1.1 The Parties to this Memorandum of Understanding ("MOU") are:

(A) The Secretary of State for Work and Pensions of Caxton House, Tothill Street, London SW1H 9DA acting through the Department for Work and Pensions ("DWP")

(B) BIRMINGHAM CITY COUNCIL
hereinafter referred to as 'the Local Authority'.

2. PURPOSE AND BACKGROUND

2.1 The Parties enter this MOU intending to honour, observe and perform all their obligations towards each other.

2.2 The purpose of this MOU is to set out the intentions of the Parties to operate an automated data match, whereby the Local Authority will provide DWP with specified personal data as defined in Part 1 of Annex A to this Agreement, and DWP, having carried out an automated data match using this data, will provide the Local Authority with specified personal data as defined in Part 2 of Annex A, to assist in the identification of households eligible for support under the Troubled Families Programme; in the targeting of the provision of appropriate services to members of such households under that Programme; and for the monitoring of working age benefit receipt.

2.3 The Troubled Families Programme ('the Programme') means a programme of assistance provided by the Local Authority for the purpose of engaging with households whose members have complex needs (such as unemployment, truancy, crime and anti-social behaviour), with a view to facilitating the funding, planning, monitoring or delivery of support services by the Local Authority; to assist such people engage with forms of employment, education or training; and address their offending and anti-social behaviour.

3. LEGAL GATEWAY

- 3.1 DWP has legal gateways through which to disclose personal information to the Local Authority for the purposes of the Programme by virtue of section 131 of the Welfare Reform Act 2012 and the Social Security (Information-sharing in relation to Welfare Services etc) Regulations 2012 (as amended by S.I. 2013/454).
- 3.2 The existence of any legal gateway does not override the need to comply with other relevant legislation, including in particular obligations arising out of the European Convention on Human Rights and the Data Protection Act 1998.

4. STATUS, INTERPRETATION AND PROCESS

- 4.1 This MOU is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties from the provisions of the MOU.
- 4.2 The Parties are Data Controllers under the Data Protection Act 1998.
- 4.3 Under this MOU the Local Authority acts as Data Controller for the personal data it supplies to DWP pursuant to the purposes specified in paragraph 2.2.
- 4.4 Under this MOU DWP acts as Data Controller for the personal data it supplies to the Local Authority relating to the entitlement of individuals to Working Age Benefits pursuant to the purposes specified in paragraph 2.2.
- 4.5 All of the individual addresses identified in the data supplied by the Local Authority to DWP should relate to households in which the Local Authority has identified one or more individuals who meet one or more of the youth crime/anti-social behaviour and education criteria (as specified in the Financial Framework for the Troubled Families payment-by-results scheme for local authorities) before being supplied to DWP.
- 4.6 Upon receipt of the other Party's information, DWP/the Local Authority will become Data Controller thereof.

5. SECURITY, ACCURACY AND RETENTION OF PERSONAL DATA

- 5.1 DWP acting as Data Controller shall ensure that it takes appropriate technical and organisational security measures governing the processing of personal data, including those as specified in Annex B and will take reasonable steps to ensure compliance with those measures.
- 5.2 The Local Authority acting as Data Controller shall ensure that it takes appropriate technical and organisational security measures governing the

processing of personal data, including those as specified in Annex B and will take reasonable steps to ensure compliance with those measures.

- 5.3 The exporting Party will ensure that data integrity meets its existing standards unless more rigorous or higher standards are required in which case it will seek to attain such standards.
- 5.4 Personal information obtained by the Data Controllers pursuant to the purposes of this MOU should not be retained for any longer than is necessary for the fulfilment of those purposes when it shall be destroyed (see further Annex C).

6. DISCLOSURE TO THIRD PARTIES

- 6.1 The Local Authority will not onwardly disclose the specified personal data supplied by DWP pursuant to this MOU unless permitted in law.
- 6.2 DWP will not onwardly disclose the personal data supplied by the Local Authority pursuant to this MOU unless permitted in law.

7. COMMENCEMENT AND PERIOD OF OPERATION

- 7.1 This MOU shall take effect from the date the Parties fix their signatures below and shall continue in force until such time as the MOU is terminated by either or both parties.

8. VARIATION

- 8.1 This MOU, including the Annex, may be varied by written agreement between the Parties.

9. TERMINATION

- 9.1 DWP may terminate this MOU with immediate effect in the event of breach of its obligations by the Local Authority
- 9.2 The Local Authority may terminate this MOU with immediate effect in the event of breach of its obligations by DWP.

10. CONFIDENTIALITY

- 10.1 DWP and the Local Authority are each subject to an obligation under common law to treat personal information held by either of them, or by anyone carrying out functions on their behalf, as private and confidential because it has been disclosed for a strictly limited purpose.
- 10.2 The Local Authority agrees to treat as confidential the specified personal data supplied by DWP pursuant to this MOU. Under section 132 of the Welfare Reform Act 2012, it is a criminal offence for a local authority to disclose without legal authority any information received by virtue of section 131 of that Act (information shared in relation to welfare services).
- 10.3 DWP agrees to treat as confidential the specified personal data supplied by the Local Authority pursuant to this MOU. Under section 123 of the Social Security Administration Act 1992, it is a criminal offence for anyone who is or was engaged in any aspect of social security administration to disclose without lawful authority any information which relates to a particular person and which was acquired in the course of their employment.
- 10.4 The Parties shall co-operate with each other in handling and disposing of requests made to either of them which are the responsibility under the Freedom of Information Act 2000 of the other.

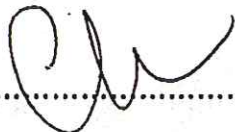
11. DISPUTE RESOLUTION

- 11.1 The Parties shall each appoint a nominated representative to whom any disputes arising from the operation of this MOU shall be referred.

12. REPRESENTATIVES

- 12.1 The Parties' representatives are listed in Annex [D].

Signed for and on behalf of DWP



Name: MARK FISHER

Position: DIRECTOR, SOCIAL JUSTICE

Date: 2 / 11 / 2013

Signed for and on behalf of the Local Authority



Name: TONY BUNKER

Position: TROUBLED FAMILIES IDENTIFICATION, TRACKING & EVALUATION MANAGER

Date: 2/12/2013

ANNEX A – SPECIFIED PERSONAL DATA

Part 1

The specified personal data to be provided by the Local Authority to DWP will comprise the full address including postcode and Unique Property Reference Number ("UPRN") for households where the Local Authority has identified individuals pursuant to the process referred to in clause 3.5 of this MOU.

Part 2

The specified personal data to be provided by DWP to the Local Authority will comprise the following:

The matched data produced by DWP identifying all adults at the addresses supplied by the Local Authority who are in receipt of Working Age Benefits, except that DWP shall not supply such data in respect of an address where the number of resident adults in receipt of Working Age Benefits at that address is 10 or more.

For the purposes of this MOU Working Age Benefits comprise:

- Income Support
- Employment and Support Allowance (Income-based)
- Employment and Support Allowance (Contributory)
- Jobseeker's Allowance (Income-based)
- Jobseeker's Allowance (Contributory)
- Carer's Allowance
- Severe Disablement Allowance
- Incapacity Benefit

ANNEX B – SECURITY AND DATA PROTECTION

1. DWP is the Data Controller responsible for all personal information collected for the purposes of the social security system in Great Britain.
2. The Data Controllers will ensure they have mechanisms in place to address the issues of physical security, security awareness and training, security management systems development, site-specific information systems security policy and systems specific security policies.
3. The Data Controllers will comply with the obligations imposed on them by the Seventh Principle of the Data Protection Act by taking appropriate technical, security and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
4. The following provision shall apply without prejudice to paragraphs 1 to 3 above.

(i) Transfer

- Data transfers will be effected between DWP and the Local Authority by GCSX/GSI secure e-mail or via the PSN secure network.
- Responsibility and accountability for DWP's information security obligations under this Memorandum of Agreement (including data transfer process) will rest with the DWP's Information Governance and Security Directorate Senior Responsible Officer where DWP acts as Data controller.
- Decisions on what additional security measures to apply to the transfer of data, and whether it is appropriate to apply PGP encryption, will be informed by DWP Information Governance and Security Directorate.
- Responsibility and accountability for data transfers by the Local Authority will rest with the Local Authority.
- On every occasion that DWP or the Local Authority intend to make a transfer, they must notify the other by e-mail. The transfer must not be effected until the other party has confirmed that the transfer is expected and the transfer must be effected within 30 minutes of receiving that confirmation. After the transfer e-mail is sent, a further e-mail to confirm receipt must be returned within 30 minutes. The acknowledgment e-mail must state the date and time of the transfer, the number of records and the two e-mail addresses between which the transfer was made.
- On every occasion that DWP or the Local Authority propose a transfer of data e-mails must be between named individuals or deputies in both DWP and the Local Authority. These must be agreed and notified in advance before a transfer is undertaken. (For the avoidance of doubt this function may not be delegated)

(ii) Use and Storage

- Once the Local Authority have received the specified data to be provided by DWP ('the said data'), they will ensure that the said data are only stored on hardware either located in their offices or within off site data storage within the UK that conforms with CESG information security standards
- The Local Authority will ensure that the said data are e-mailed or transferred internally across connections suitable to transfer Restricted data.
- DWP and the Local Authority undertake that electronic data which are the subject of this Memorandum of Agreement will not be transferred to any system not under the control of DWP or the Local Authority

ANNEX C – RETENTION

- The acknowledgement e-mail must be kept by both parties for audit purposes.
- The parties shall retain the transfer e-mail, containing the specified data referred to in Annex A, for no longer than is necessary in relation to the operation of the automated data match described in paragraph 2.2, and in any event shall not retain it for longer than three weeks from the date of receipt.
- Within 48 hours of the expiry of whichever is the shorter of the aforementioned periods, the said transfer e-mail shall be securely destroyed and written confirmation that this has happened be supplied to the exporting party.

ANNEX D – DETAILS OF THE PARTIES' REPRESENTATIVES

For DWP

Name: Jenita Hutchinson
Office Address: 1 HARTSHEAD SQ, SHEFFIELD
SOUTH YORKSHIRE S1 2FD
Telephone number: 0114 259 0255
E mail address: jenita.hutchinson@dwp.gsi.gov.uk

For the Local Authority

Name: TONY BUNKER
Office Address: 1 LANCASTER CIRCUS
BIRMINGHAM, B4 7DQ
Telephone number: 0121 303 3727
E mail address: tony.bunker@birmingham.gov.uk