

PERSONAL DATA SHARING AGREEMENT (Referral Agencies)



This Agreement is made between:

Malvern Hills Foodbank

And

Insert Organisation name, address, and Organisation number, registered charity/company no.

This data sharing initiative is necessary to provide Malvern Hills Foodbank with personal information about your clients so that the client can be referred to the food bank. Food banks use the personal information shared under this agreement to provide emergency food and other essential provisions to Clients who are in crisis and have been referred into the service by you.

The personal data (1) to be shared is:

A client's (data subject's) name, address, and year of birth; the number of other adults and children in the household; and the reason the client needed to come to the food bank. We will also keep a record of who gave/issued the foodbank voucher (the referral agency). We may also keep any records of correspondence relating to the client.

We will also process personal data relating to authorised representatives of your organisation including; name(s), address(es), email address(es), phone numbers and role/job title(s) of personnel authorised to make referrals to the food bank.

The legal basis for you sharing the personal data with Malvern Hills Foodbank in accordance with UK data protection law is informed consent of the data subject.

The personal data is shared via proprietary software owned by The Trussell Trust who act as a separate data controller from Malvern Hills Foodbank. The 'Data Collection System' (DCS) is a cloud hosted application which is used to process personal data about clients who access a food banks service.

Data inputted into the DSC is encrypted in transit and at rest. DCS servers are hosted in Data Centres which are located in the EEA.

Identifiable client data shared under this agreement is retained for six years from the date services were last accessed by the client, after which time identifiable personal data is anonymised.

Where a referral agency issues a client with a paper voucher the data subject then provides their personal data directly to the food bank when they are issued with a food parcel.

Malvern Hills Foodbank may use the information you share under this agreement to contact you if there is an important query about a client you have referred to the foodbank and to keep in contact with you, for example to seek a meeting or invite your organisation to an event.

All parties to this Agreement warrant that they will:

1. Only ever use the personal data shared for the purposes as specified in this Agreement.
2. Process the personal data in compliance with data protection legislation (2).
3. Provide privacy information to data subjects including the sharing of personal data.
4. Maintain a record of its processing activities if it is processing special category personal data (3)
5. Shall not directly or indirectly divulge, publish, copy, photograph, display, present or otherwise disclose to any other person or organisation any information relating to this agreement without prior approval of the other in writing.
6. Destroy or return all data files holding personal data to Malvern Hills Foodbank once sharing and processing is complete, or vice versa.
7. Take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data. This may include pseudonymisation, encryption and regular testing of the effectiveness of any security measures where appropriate.
8. Not transfer the personal data outside the European Economic Area without sufficient safeguards as to the adequacy of data protection in third countries (4) as determined under article 45 of Regulation (EU) 2016/679.
9. In the event of any potential or actual personal data breach (5), notify each other immediately unless it is impractical or inexpedient, in which case, confirmation should be provided within 1 working day.
10. In the event of a data breach, cooperate with each other fully to investigate and remediate the breach, cooperate with any supervisory authorities and law enforcement, and assist with any notifications as required.
11. Ensure that access to the personal data is limited to those personnel who need access to the personal data to meet its obligations under this Agreement, and in the case of any access by any personnel, such part or parts of the personal data as is strictly necessary for performance of their duties.
12. Take reasonable steps to ensure the reliability of its employees and any volunteers who have access to the personal data.
13. Notify each other within 1 working day if a request is received from a data subject for access to the shared data.
14. Provide each other with full co-operation and assistance in relation to any request made by a data subject to have access to their personal data which is being shared.
15. Correct personal data when necessary in accordance with data subjects' right to rectification and notify each other if appropriate of the rectification.
16. Shall not disclose the personal data to any data subject or to a third party other than as provided for in this Agreement.
17. Take adequate measures to ensure the reliability of any third-party supplier and oblige by way of contract or other legal authority any Subcontractors or affiliates to comply with the same data protection obligations as those set out in data protection legislation.
18. Assist each other in responding to any enquiry by the Information Commissioner's Office.
19. Undertake a review of this personal data sharing initiative to assess as necessary.

In signing this statement, you are confirming that you understand and accept this agreement.

Name:	Peter Buchanan
Position:	Chairman
Organisation:	Malvern Hills Foodbank
ICO Registration No.	0004552294
Date:	July 2021

Name:	
Position:	
Organisation:	
ICO Registration No.	
Date:	

APPENDIX
Definitions

- (1) Personal data is any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- (2) Data protection legislation means any applicable data protection and privacy legislation in force anywhere in the world in which services are delivered, which protects the fundamental rights and freedoms of individuals and their right to privacy with respect to the processing of personal data. Such legislation includes, but shall not be limited to, the Data Protection Act 2018, the Telecommunications (Data Protection and Privacy) Regulations 1999 (as amended), the GDPR and the Privacy and Electronic Communications Regulations 2003.
- (3) Special categories of personal data is data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.
- (4) Up to date lists of third countries with adequate data protection provisions are accessible from: https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/adequacy-decisions_en
- (5) Personal data breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed under the terms of this agreement.