



Department for
Business, Energy
& Industrial Strategy

Social Housing Decarbonisation Fund

Questions and Answers on the Memorandum
of Understanding (MoU) pack

February 2022



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Any enquiries regarding this publication should be sent to us at: shdf.wave1.mou@beis.gov.uk

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MoU general guidance

What is a Memorandum of Understanding (MoU)?

This MoU is an agreement between the Department for Business, Energy and Industrial Strategy (BEIS) and the grant-winning Local Authority (LA) that set out expectations of both parties in relation to the funding being provided as part of Wave 1 of the Social Housing Decarbonisation Fund (SHDF – Wave 1).

DSA questions

What is a Data Sharing Agreement (DSA)?

A DSA sets out the purpose of the data sharing, covers what happens to the data at each stage, sets standards and helps all the parties involved in sharing to be clear about their roles and responsibilities. It ensures both projects and BEIS' data sharing responsibilities are lawful, safe and ethical. It is a crucial document intended to complement the MoU.

We are not processing any personal data for the project. Do we need to complete a DSA?

You are responsible for ensuring BEIS receive data to meet the conditions of your grant. Even if you are not processing personal data and instead directing third-parties in this task, you are responsible for directing this task. This DSA explains the grant-winning LA's and BEIS' joint data controller relationship under SHDF – Wave 1, and it is expected that each project operate under the DSA provided to support delivery.

Why does the DSA say we need to issue BEIS' and our own Privacy Notice separately?

Achieving bilateral agreement on a joint Privacy Notice is significantly more resource-intensive for BEIS and projects alike. The provided DSA empowers you to adapt any existing Privacy Notice you have within your organisation against the Privacy Notice requirements (paragraphs 31-37 of the DSA), without having to seek approval from BEIS on your draft. This seeks to ensure both parties are GDPR compliant and transparent when collecting and processing data in connection with the delivery of the project.

Why do we need to ask for consent?

Almost all data shared under the project is processed on a public interest basis. However, personal data collected in connection with SHDF – Wave 1 research and

evaluation activities will be subject to consent. BEIS SHDF advise you to use the Consent Form offered in Appendix G of the DSA.

Further information on BEIS' research will be provided later into delivery of the programme. If you have concerns or further questions in respect of the consent process, please contact shdf.wave1.mou@beis.gov.uk.

We have our own Privacy Notice that we'd prefer to use. Do we have to use the template Privacy Notice in Appendix F of the DSA?

It is your responsibility to ensure that data subjects are informed about how and why their personal data is processed under your project and can provide informed consent. You must issue a **Privacy Notice** for how your project will process personal data, in addition to **BEIS' Privacy Notice**¹ and the **Consent Form** (Appendix G of the DSA).

Appendix F of the DSA is offered as a guide for creating your own Privacy Notice covering the data identified as necessary to share with BEIS. Placeholders and guidance are provided to assist in its completion.

You are welcome to work from an existing Privacy Notice within your organisation, rather than use this template, if you prefer.

Either way, you must ensure your Privacy Notice covers the processing of personal data in your project, aligning with the data flows for your project, and meets the conditions in paragraphs 31-37 of the DSA. This is the responsibility of the lead LA to ensure your Privacy Notice meets UK GDPR compliance for your project.

Deadlines and Timelines

Why is it imperative BEIS receives a signed MoU by the 28th February 2022?

BEIS have set financial parameters within which we need to receive a signed MoU to ensure transfer of funding to LAs by the end of the FY 21/22. There is a risk that MoUs received after the deadline may lead to funding not being granted.

We cannot return our MoU before the deadline; can we have a deadline adjustment?

Any MoUs received after the 28th February 2022 may lead to LAs not receiving funding due to the time needed by BEIS to process payment before the end of the financial year.

¹ BEIS SHDF Privacy Notice – Available here: <https://www.gov.uk/government/publications/social-housing-decarbonisation-fund/social-housing-decarbonisation-fund-privacy-notice>

Should any LA be unable to meet the deadline, please email us at shdf.wave1.mou@beis.gov.uk and we will try to work with you to find a solution.

We cannot return our DSA before the deadline; can we have a deadline adjustment?

We recognise that Data Protection Impact Assessments (DPIAs), a preliminary step to completing the DSA, take time to complete. If grant-winners are unable to return a DSA by the 28th February 2022 (along with the signed MoU), they must at minimum confirm a contact who BEIS can liaise with to support the process and ensure the DSA is in progress, signed as soon as possible, and returned to us no later than the 15th April 2022.

How do we return our signed MoU and associated documents?

You should return these by email to shdf.wave1.mou@beis.gov.uk

What are the next steps once we return the signed MoU and associated documents?

Once BEIS are satisfied that you have returned all the documents necessary for the funding to be provided, and so long as this is on or before the deadline of the 28th February 2022, we will arrange for the payment to be made (as set out in paragraph 11 of the MoU). We recommend that you do not commission any work that you intend to undertake as part of SHDF – Wave 1 until this payment has been made. The grant cannot be used to pay for Eligible Expenditure incurred before the date of the MoU.

The commencement date of the MoU will be the date at which BEIS signs the MoU. Once you receive the funding, you should commence reporting as per the reporting requirements set out in the MoU.

Document format and electronic signatures

Is there an opportunity to change the content of the MoU?

The MoU and associated documents have undergone a rigorous approval process by our legal and commercial teams. As a result, it is not possible to make amendments and the MoU can only be shared in a PDF format. If this presents an issue and the signing process is difficult to achieve within the timeline specified, please contact us.

It is challenging to gather wet signatures in time. Is there a possibility the MoU can be returned with electronic signatures?

Yes. We allow the use of electronic signatures for the release of funding. These electronic signatures must be provided using the PDF format. These should be followed up with a wet signature as soon as possible; this can be provided as a scanned copy emailed to shdf.wave1.mou@beis.gov.uk.

Communicating your application outcome

Are LAs able to communicate the outcome of their bids?

LAs are welcome to inform their delivery partners, consortium partners and other necessary parties that BEIS has offered you funding under the SHDF – Wave 1 project, however, funding is contingent on both BEIS and the Lead LA signing and returning an MoU (with the supporting documentation).

Please also refer to paragraph 14 of the MoU in relation to any public communications about SHDF – Wave 1.

Clarification on the MoU annexes

What is the difference between Annex 1 (Section 151 or Section 73 Officer Declaration) and Annex 2 (Grant Determination)?

The Grant Determination is legally binding and the purpose of this is to ensure the funding will only be used for capital projects. This aligns with the spending requirements of section 31 of the Local Government Act 2003. Annex 1 relates to evidenced grant claims, delivery as against the Proposal/Baseline Milestone Schedule and compliance with the MoU. These annexes should therefore be viewed as two independent documents: one for S31 spend (Annex 2) and one for the MoU (Annex 1).

Why are BEIS asking for a Risk Register (Annex 4), we already provided this as part of our application?

Due to the length of time between the competition submission and the award of the grant funding, BEIS require LAs to provide updated Risk Registers to take account of any changes which may have occurred. LAs should provide these updated risk registers using the template provided by BEIS in Annex 4. These should be returned along with the first Monthly Report.

Do we have to provide our proposal in Annex 6a as part of our signed MoU return?

The proposal referred to in Annex 6a of the MoU is the application that has previously been submitted as part of the competition. BEIS already have this information therefore LAs do not need to provide this again as part of the MoU signing process.

Why are BEIS asking for an updated Baseline Milestone Schedule (Annex 6b), we already provided this as part of our application?

The Baseline Milestone Schedules are critical for BEIS to measure the performance of projects. Due to the length of time between the competition submission and the award of the grant funding, BEIS require LAs to update their Baseline Milestone Schedules (table 5a in the competition application form) to take account of these adjustments in timescale. LAs should provide an updated version of table 5a as part of the return of signed MoUs, and a blank template is provided in Annex 6b of the MoU. It should be noted that overall numbers shouldn't change (i.e. the number of properties) from the schedule submitted in the application form, the change should just reflect updated dates based on the adjustments in timescale.

Why has the list of data requirements (Annex 7) changed since the draft MoU?

The Performance Management System was still in development when BEIS issued the draft MoU, therefore the list of data requirements has been developed further. Many of these requirements are per-property or one-off. A separate list of data items and the details of each data requirement is included in Appendix E of the DSA.

Why has the AP1a form been added in Annex 9?

This form has been added to enable BEIS to set up the LA on our payment system. It should be completed and returned as part of the signed MoU pack, regardless of whether BEIS has made a payment to the LA previously.

Why has the Small Amounts of Funding Declaration been added in Annex 10?

Please refer to the information in the 'Other clarifications' section below on Subsidy.

Data and reporting

We do not understand the data requirements, can you provide further clarification on these?

Please refer to Appendix E of the DSA.

We do not understand the process of providing the Monthly Report, can you provide further clarification?

BEIS will provide a spreadsheet template which contains sections to add all of the data required. Once the required data is added into this spreadsheet, it should be uploaded onto the gov.uk site. This will be communicated in further detail as part of a kick-off event along with a demonstration of how to use the system. We will also have follow-up webinars where the process can be explained in further detail.

When should we provide the first Monthly Report?

You should provide the first Monthly Report on or before the 10th working day of April 2022.

Other clarifications

What is the Learning Community that is mentioned in paragraph 89 of the MoU and how will involvement be agreed?

All Wave 1 projects will be invited to participate in our SHDF Learning Community, where project representatives can meet on a regular basis to collaborate, network and share knowledge and lessons learned. We strongly encourage projects actively participate in these sessions to make the most of this opportunity to learn from each other. You will be given more information about the Learning Community during the upcoming webinars and in the Wave 1 kick-off event.

Subsidy

Where grant funding is passed from a lead LA to a Private Registered Provider, for example a Housing Association as part of a consortium, this will be considered a subsidy. The LA will need to ensure compliance with the subsidy control rules (see further information at section 2.3 of the published scheme guidance).²

In instances of a LA using grant funding on their own social housing stock – this will not be considered a subsidy.

Where leaseholder or freeholder (right to buy) properties, including those that are privately rented, are included in the LA's submitted Proposal, the Small Amounts of Funding Exemption applies. To receive funding under this exemption, RPs should declare to LAs that the support they are receiving does not exceed 325,000 Special

² <https://www.gov.uk/government/publications/complying-with-the-uks-international-obligations-on-subsidy-control-guidance-for-public-authorities/technical-guidance-on-the-uks-international-subsidy-control-commitments>

Drawing Rights threshold across three financial years from all public sources.
Subsidies below this amount are exempt from the subsidy provisions of the TCA.

All LAs will receive a Small Amounts of Funding Exemption declaration in their MoU pack (Annex 10 of the MoU). The LA will be responsible for assessing whether a declaration needs to be made for any of the above properties in their bids. Where no applicable properties are included, please submit a nil return. If you are required to submit Annex 10 sooner than the 28th February, you will have been notified about this in your successful letter.

If you have any queries on the completion of the form, and to submit your return, please contact shdf.wave1.mou@beis.gov.uk.

Appendix A: Document Completion Checklist

Main MoU		
Section name	Paragraph no.	Information to be inputted
Notice and Communications	111	Key day to day contacts with BEIS (who will be contacting BEIS most regularly)
-	-	Signature, name and position of the person signing the MoU on behalf of the Authority
Annex 1: Section 151 or Section 73 Officer Declaration (to be provided with the signed MoU)		
Section name	Paragraph no.	Information to be inputted
-	-	Signature, name and position of the person signing (Section 151 or 73 officer) Date of signature
Annex 3: Grant Claim Form (to be provided with the signed MoU)		
Paragraph name	Paragraph no.	Information to be inputted
Section 1	-	Local Authority name Bank Details: <ul style="list-style-type: none"> • Bank name & address • Sort code • Account number • Account name
	-	Contact name Contact telephone number Contact email address
Section 6	-	Signature, Name and Position of a Senior Local Authority Officer Date
Annex 4: Risk Register (to be provided with the first monthly report)		
Section name	Paragraph no.	Information to be inputted
-	-	Complete the risk register template provided
Annex 5: Data Sharing Agreement (to be provided no later than 15 April 2022)		
See separate guidance in Appendix B of this FAQ		
Annex 6b: Updated Baseline Milestone Schedule (to be provided with the signed MoU)		
Paragraph name	Paragraph no.	Information to be inputted
-	-	Complete the baseline milestone schedule template provided
Annex 9: AP1a form (to be provided with the signed MoU)		
Paragraph name	Paragraph no.	Information to be inputted
-	-	Complete the form

(continued overleaf)

Annex 10: Small Amounts of Funding Declaration *(to be provided with the signed MoU)*

Paragraph name	Paragraph no.	Information to be inputted
-	-	Tick the statement that applies
-	-	Insert the Authority's fiscal year
-	-	Add details of Particulars of any De Minimis State Aid or Small Amounts of Financial Assistance received during the current or previous two fiscal years
-	-	Signature, For and on behalf of, Position, Date
OR		
Where no applicable properties are included, please submit a nil return.		

Appendix B: Data Sharing Agreement Walkthrough Pack

DSA Overview

This Data Sharing Agreement (DSA) between BEIS and the grant-winning Local Authority (LA) complements the Memorandum of Understanding (MoU) for the grant. It confirms that the LA has a system in place to fulfil the Reporting Requirements in its MoU with BEIS, as outlined under Annex 7 and paragraphs 54-58 of the MoU. The data shared has been identified by BEIS as necessary to deliver and evaluate the scheme. This DSA enables the lawful sharing of this data to fulfil the MoU conditions of the grant.

LA's have two options for how to complete the DSA, and fulfil data sharing requirements:

1. The grant-winning LA, referred to as **the Authority** in this DSA, will share all data, including personal data of its teams, residents and installers, with BEIS as required under the MoU.
2. The LA directs a third party to share data with BEIS on its behalf. The LA must make sure there is a **binding contract** between it and any third parties sharing data, containing a number of compulsory provisions, such that third parties must fulfil the MoU reporting requirements on its behalf.

In both scenarios, the LA is a joint data controller with BEIS, since it makes decisions about processing activities, and directs processing activities.

To complete the DSA:

1. Develop a system to ensure that reporting data, including personal data of tenants and installers needed to deliver the project (e.g. contact details, addresses), are collected, stored, processed, and shared with BEIS safely.
2. If this includes outsourcing data processing to a third party, ensure there is a binding contract in place, to ensure the terms of this DSA, and the requirements of the MOU, will be met.
3. Check whether your project needs a Data Protection Impact Assessment (DPIA).
4. Develop a delivery model that ensures all data subjects in the project are provided both the BEIS Privacy Notice, and your own Privacy Notice, and the Consent Form (Appendix G). This Privacy Notice may be based on the template provided (Appendix F), or use an existing one. Either way, the LA must ensure there is a project Privacy Notice that meets the requirements outlined in paragraphs 31-39 of this DSA.
5. The LA completes the DSA by populating blank boxes in the DSA, following the walkthrough guidance.
6. Submit the completed DSA to you DPO and, if necessary, legal team, for review.
7. Once approved by their DPO, return the DSA to BEIS, signed by your agreement owner, also referred to as your Information Asset Officer (IAO) in UK GDPR.

Please note, the Data Protection Impact Assessment (DPIA) is a preliminary step to completing the DSA. It is the process through which you design the data management system for your project. DPIAs can take significant time. To ensure the DSA is returned in time to enable you to meet the MoU reporting requirements in a timely fashion, please ensure your project Privacy Notice, DPIA, and any external third-party agreements you

may need to set-up your data sharing system to meet MoU requirements, **start as soon as possible.**

DSA Checklist	
Item	Action
	Signatory Details
	Paragraph 17
	Paragraph 27d
	Paragraph 71 + 72
	Paragraph 75 + 81
Consult Data Protection	DPIA approved
	DSA approved
Privacy Notice	Complete Privacy Notice
	Consent system in place
Appendices	Review Appendices A-E
	Appendix H – Contact Details Complete
	Appendix I – Signature and Date
Finish	Return to BEIS

Core DSA Text

Signatory Details

Agreement Owners for DSAs are senior responsible individuals, responsible for understanding why information is held, what is added and what is removed, how information is moved, and who has access and why. They are also known as Information Asset Owners (IAOs) in UK GDPR.

They will also have to sign the DSA upon completion, before returning to BEIS, in Appendix I of the DSA.

Please add:

- Name, role, and email address of your senior responsible individual for the project.

Introduction

This section explains how the DSA is limited to the data sharing arrangements between the Partners necessary to fulfil the requirements in the MoU. If you are outsourcing data processing to a third party, make sure there is a legally binding arrangement in place to ensure their activities meets the requirements in the MoU.

Principle 1 – Lawfulness, fairness & transparency

This section explains why this data sharing is necessary for each Partner, the specific aims each Partner has and the benefits each Partner hopes to realise. This should be documented in precise terms so that all Partners are absolutely clear as to the purposes for which data may be shared and used, and the legal basis for each use of the data shared to BEIS.

Personal data requires a legal basis for processing under UK GDPR. We require the contact details (i.e. personal data) of your project team to deliver the project, on a public task legal basis. However, we intend to rely on consent for the evaluation activity. This means personal data shared for evaluation and research purposes can only be shared between the Partners and BEIS (and BEIS' appointed evaluation partner) on a consent basis.

Data to be shared

This section summarises data to be shared with BEIS under this DSA.

Before agreeing, please:

- Review the full list of data items to be shared with BEIS in Appendix E of this DSA, and have systems in place to share these with BEIS on request.

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- If using third parties to process data shared under this DSA, have formal agreements in place to ensure they will share this data with BEIS, to meet the requirements outlined under Annex 7 and paragraphs 54-58 of the MoU, on your behalf.

How data will be shared

BEIS provides the system for sharing the Data with us, but projects are responsible to ensure there is a system in place for the Data to be collected and stored, ready to share with BEIS.

This section confirms that the Authority has their own system in place to ensure that the Data is collected, processed and transferred to BEIS securely. Check if you need to complete a **Data Protection Impact Assessment (DPIA)**, any third-party contractual agreements, and seeking legal advice and consultation with their Data Protection Officer.

The DPIA process requires significant time to complete.

- Paragraph 17. Please check whether you need to complete a DPIA before attempting to finalise the DSA.

Legal gateways

A legal gateway is the power which allows the data sharing to take place. It may be derived from a piece of legislation or the Common Law, or on a consent basis only.

BEIS have listed their legal gateways here. Partners may choose to add further functions that are supported by SHDF – Wave 1 Data Sharing. Some examples from the Demonstrator projects have included: the Housing Act 1988, 1996, and 2004, the Housing (Homelessness) Act 2002 and the Homelessness Reduction Act 2017 and Localism Act 2011, in the public interest or in the exercise of official authority vested in your organisation, or for the performance of contractual obligations e.g. under any tenancy or lease.

All legal gateways, and consent basis, must be mirrored in your DPIA and the Privacy Notice(s) you provide data subjects to explain the lawful processing of their personal data. Projects must ensure that the use and management of consent adheres to the Information Commission Officer's [guidance](#), and that the use of that personal data is restricted to the purposes allowed by that **consent**. If you are unsure which legal gateways might be relevant, or whether there is a gateway, please **seek legal advice**.

- Paragraph 27d. Partners may add further functions that are supported by SHDF – Wave 1 data sharing.

Data controller relationship

Local Authorities do not need to add other sharing arrangements to this section. This section provides further context as to how BEIS and the lead Local Authority will act as joint data controller for the data shared and responsibilities for onward use. It also adds further clarity to

your role as a joint data controller when joining the project, even if you direct a third party to process personal data on your behalf.

Transparency

This section relates to how you will ensure data subjects under your project are informed about how and why their personal data is processed, and their rights. You must also provide the option for consent to data subjects, to enable processing purposes that require consent. You must notify data subjects that you will be sharing their personal data with BEIS. You must ensure BEIS' privacy information is provided to all data subjects, via BEIS' SHDF Privacy Notice alongside your own Privacy Notice.

Please:

- Complete a Privacy Notice for your project, as per the requirements in paragraphs 31-37 of the DSA, using the guide template in Appendix F if you prefer.
- Have a system in place to ensure that all your project participants receive your Privacy Notice, BEIS' Privacy Notice, and a Consent Form, to ensure their personal data shared with BEIS is processed safely.

Principle 6 – Integrity and confidentiality

This part of the DSA outlines the steps BEIS and the Authority's staff personally undertake to ensure the principles of the DSA can be carried out effectively. In paragraphs 62-65, BEIS details organisational trainings and procedures in place to ensure staff process the Data received under this DSA safely.

In addition, each Partner names the senior individuals responsible for the security of the data. This mirrors the signatories of the DSA.

As such:

- Paragraph 67. Add the individual names(s) of the Information Asset Owner(s) from the Authority in the format used by BEIS in paragraph 67 (“[Name], [Role] in [Organisation]”).

Principle 7 – Accountability

This section outlines how Partners will demonstrate GDPR compliance. This may include the undertaking of a DPIA, having documented processes and procedures in place, having data sharing agreements in place, and the training of its staff. You must also confirm whether the processing of personal data will or will not be added to their central record of processing. This will likely depend on whether you are processing personal data internally, or relying on third-party outsourcing.

To complete:

-
- Paragraph 71. Provide detail to demonstrate your accountability and compliance with data protection principles. This might include your completion of a DPIA , and other activities that add to your accountability and demonstrate your compliance with UK GDPR. By way of example, please see BEIS' counterpart in Paragraph 69.
 - Paragraph 72. Confirm whether or not personal data covered in this DSA will or will not be added to the Authority's existing central record of processing. If it is not added, please provide reasons for this (e.g. third-party outsourcing). By way of example, please see BEIS' counterpart in Paragraph 70.

Governance and administration

This section is where other relevant governance issues should be covered. For example, issues on which Partners need to agree handling such as offshoring, sub-processing, FOI queries, and other relevant governance processes that Partners may wish to document, such as a DPIA, consultation with your Data Protection Officer, etc.

- Paragraph 75. If needed, confirm that a DPIA has been completed for their project. Provide detail of what this DPIA covers and whether it will be published, in parallel with BEIS' DPIA statement in paragraph 74. If not needed, provide a reason why a DPIA was not needed.
- Paragraph 81. Confirm whether the Authority has consulted with their Data Protection Officer, or otherwise (for example through the DPIA process) obtained specialist data protection advice. Also state whether data subjects or their representatives have been or will be consulted before the processing covered by this DSA commences.

Appendices A- E

Build you data flow system and complete your DPIA around these requirements. Ensure any third-parties processing data on your behalf have full review of these Appendices, the core DSA text, and the MoU, and are under formal agreement to meet these data sharing requirements with BEIS on your behalf to deliver the project.

Appendices F – Privacy Notice Template

It is your responsibility to ensure that data subjects are informed about how and why their personal data is processed under your project, and can provide informed consent. You must issue a Privacy Notice for how your project will process personal data, in addition to BEIS' Privacy Notice and the Consent Form (Appendix G of the DSA).

The following template provides guidance for completing your Privacy Notice for SHDF – Wave 1 to ensure compliance with UK GDPR. You are welcome to work from an existing Privacy Notice within your organisation, rather than use this template, if you prefer.

Either way, you must ensure your Privacy Notice covers the processing of personal data in your project, aligning with your DPIA and data sharing agreement with BEIS, and meets the conditions

in paragraphs 31-37 of the DSA. This is the responsibility of the lead LA to ensure your Privacy Notice meets UK GDPR compliance for your project.

Overview

- Introduction. Add the full list of project partners processing personal data under your project
- Introduction. Ensure data subjects have notice of BEIS' processing of their personal data.

What personal data do we hold?

This section outlines the personal data used under SHDF for different participant groups. If intending to issue separate privacy notices for installers, tenants and your own team members, you may remove different groups as relevant.

This is a full list of the data the BEIS Project Team has requested to be collected in connection with SHDF – Wave 1.

- Data. Add any other categories of personal data that you will process, including any more types of scheme eligibility information that you or your consortium partners will use (e.g. resident age, benefits eligibility, smart meter data).

How will we use the information we hold about you?

- Uses. Add any other uses of personal data processing under your project

What is the legal basis for us to process your personal data?

This section notifies data subjects of the legal basis for processing their personal data. Almost all data shared under the project is processed on a public interest basis. However, personal data collected in connection with SHDF – Wave 1 research and evaluation activities will be subject to consent. BEIS SHDF advise you to use the Consent Form offered in Appendix G of the DSA.

Further information on BEIS' research will be provided later into delivery of the programme. If you have concerns or further questions in respect of the consent process, please contact shdf.wave1.mou@beis.gov.uk.

- Legal Basis. Add any legal basis for processing personal data to complete your project. e.g. the Housing Act 1988, 1996, and 2004, the Housing (Homelessness) Act 2002 and the Homelessness Reduction Act 2017 and Localism Act 2011. To check your lawful basis for processing, please refer to the ICO website [here](#), and consult your own Legal team.

Who will we share your information with?

This section notifies data subjects of onward disclosure. You must provide data subjects notice that you share their personal data with BEIS on a public interest basis and on a consent basis, as well as any other parties you share their personal data with.

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- Onward disclosure. Add any other groups you will or intend to share/disclose their personal data to. This may include, for example, other local authorities, government agencies, external auditors and regulators, any care trusts, suppliers and suppliers' sub-processors, including possibly providers of their IT infrastructure.

How long do we keep your records?

Specify how long you keep personal data for (your retention period). Your retention period requires a legal basis. Please seek legal and technical advice on what this should be. BEIS' retention period is 31st March 2025, as per the BEIS SHDF Privacy Notice.

- Retention. Add a stated retention period.

International transfers

International transfers are not expected to be necessary for scheme delivery, but complete if applicable.

- If applicable, International transfers. E.g. "Your personal data will (or will not) be processed outside the UK and European Economic Area (EEA), or by an international organisation. [State details of locations if applicable] Where your personal data is processed outside the UK or EEA, the following safeguards will be in place: (SELECT ONE) an adequacy decision in respect of a third country by the European Commission or UK "adequacy regulations" reliance on Model Contract Clause/reliance on binding corporate rules".

Your rights

This confirms that both Partners provide data subjects who have personal data processed under this DSA the opportunity to request further information, or exercise their rights under GDPR, by providing the postal and email address of your Data Protection Officer.

Appendices G – Consent Form

Appendix H – Key Contact Details

Appendix I – Signatories