Information Sharing Agreement

Penham Excel Ltd

DEFINITIONS

Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation (*(EU) 2016/679*) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998

1. AGREEMENT.

Between: Penham Excel Ltd and an instructing client(s) We will always store your data and any data supplied to us securely adhering to all GDPR regulations. This data will only be used to provide the enforcement service that has been requested and agreed with you.

2. PURPOSE.

2.1 An Instructing client and Penham Excel Ltd agree to share personal data and sensitive personal data gathered during enforcement operations.

2.2 The personal data shared will be any information provided by the debtor to both parties through the recovery process and information stored on Penham Excel's case management system (PECS). This is referred to as the Specified Personal Data.

AND IT IS AGREED AS FOLLOWS:

3. DEFINITIONS.

3.1 "Data Controller", "Data Subject", "Data Processor", "Personal Data" (including "Sensitive Personal Data"), "Processing" "Notification" and "Data Protection Principles" have the meaning set out under the Data Protection Act 1998 (the "DPA").

4. STATUS.

4.1 Each party confirms it has a valid and up to date Notification in the Register of Data Controllers published by the Information Commissioner required by the DPA.

4.2 Upon accessing Penham Excel's case management system (PECS) both parties will assume the legal obligations of the Data Controller.

5. FORMAT, SECURE METHOD AND FREQUENCY OF DATA TRANSFER.

5.1 Both Parties agree that The Specified Personal Data will be shared by a secure method. This secure method is via the on-line portal and casework management system.

6. SECURITY ACCURACY AND RETENTION.

6.1 On accessing the Specified Personal Data the Parties acting in the capacity of the Data Controller must comply with the eight data protection principles under the DPA.

6.2 Penham Excel Ltd is responsible for the storage and disposal of specified personal data held within the case management system in order to meet its statutory obligations. The Parties agree that shared information which is subsequently downloaded from the portal is to be held stored and disposed of in compliance with all relevant legislation and recognised industry information security standards.

6.3 The Parties will take appropriate, technical, security and organisational measures against unauthorised or unlawful processing of and against accidental loss or destruction of, or damage to, personal data.

6.4 The Parties will ensure that measures are in place covering all aspects of information governance, data handling and information security addressing organisational and technical controls such as physical security, system security, access privileges, security awareness and training, including but not limited to ensuring that:

6.5 All reasonable steps are taken to ensure the reliability of employees and third party contractors engaged by the local authority (including permanent, temporary, placements, agency staff, consultants or volunteers who have been authorised to access the data (including signed confidentiality undertakings and appropriate vetting of prospective employees in accordance with recognised industry practice).

6.6 Where the local authority engages third party contractors who operate contracts for more than one local authority, a data processing agreement will be in place between the local authority as Data Controller and the third party contractor as Data Processor.

6.7 Access to the Specified Personal Data complies with the “need to know principles”. The Local Authority will supply a list of authorised users to the case management system and will update this list as users change.

6.8 Employees and Contractors with access to Specified Personal Data have received relevant training in data protection, understand the duty of care and contractual obligations and the circumstances in which their actions might give rise to criminal offences.

6.9 The organisational and technical measures deployed are appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the data having regard to the nature of the data.

Personal data will not be retained for longer than necessary after the appeal has been heard, save for allowing the tribunal to meet its statutory obligations and in line with the tribunal’s retention period.

7. CONFIDENTIALITY

7.1 The Specified Personal Data supplied between The Parties is for strictly defined purposes and subject to legal constraints.

7.2 The Parties will not disclose the Specified Personal Data supplied by each other to a third party (except where this is governed by a data processing agreement) without the prior approval of the relevant party (except where this is required by law or involves processing a request received from or on behalf of the data subject).

7.3 Both parties agree to treat as confidential the Specified Personal Data supplied by the other and will ensure that none of its employees, staff or contractors unlawfully publish, disclose or disclose the Specified Personal Data.

8. SECURITY BREACH NOTIFICATION

8.1 In the event of any Personal Data becoming lost, stolen corrupted or rendered unusable for any reason, The Parties will notify the other promptly and without delay.

8.2 The Party responsible for the security breach agrees that it will take account of the Information Commissioner's guidance in handling serious security breaches.

9. DATA PROTECTION REQUESTS AND COMPLAINTS

9.1 Data Subjects are entitled to know what information is held about them, by whom and for what purpose and, if it's not accurate to ask for it to be corrected.

9.2 The Parties agree to adequately resource the processing of Subject Access Requests (DSAR) and/or complaints received in accordance with rights of data subjects under section 6 and 7 of the DPA.

10. VARIATION

10.1 This agreement including any Annexes may be varied by written agreement between the Parties.

11. BINDING

11.1 By Instructing Penham Excel either verbally or by written instruction you are bound by the is GDPR / information sharing agreement.