



Department for  
Energy Security  
& Net Zero

# **Domestic Alternative Fuel Payment Scheme Alternative Funding**

## **Data Sharing Agreement**

**Between:**

**The Secretary of State for the Department for Energy  
Security & Net Zero (“DESNZ”)**

**and**

**a local authority, as defined in the Energy Prices Act  
2022, and more particularly listed in Annex A to the  
Grant Determination Letter (each an “Authority”)**

**16 February 2023**

In this Agreement the following words and phrases will have the following meanings:

“DESNZ”	means the Department for Energy Security & Net Zero
“Partners”	means parties to this Agreement, namely the Secretary of State for Department for Energy Security and Net Zero and an Authority
“DPA”	means the Data Protection Act 2018
“DSA”	means this Data Sharing Agreement
FoIA	means the Freedom of Information Act 2000
FOISA	means the Freedom of Information (Scotland) Act 2002
Guidance	means the guidance for local authorities in Great Britain relating to the operation of the Alternative Fuel Payment Scheme Alternative Funding (“Alternative Fuel Payment Scheme Alternative Funding Guidance for local authorities in Great Britain”)
UK GDPR	means UK General Data Protection Regulation
“Controller”	have the meanings set out in Article 4 of the UK GDPR
“Personal Data Breach”	
“Processor”	
“Data Subject”	
“Processing”	
“Personal Data”	
“Special Category data”	

1. This DSA sets out the data sharing arrangements between the “**Partners**”, that is DESNZ and an Authority, in relation to the delivery of the Alternative Fuel Payment Alternative Funding to domestic energy consumers in Great Britain (“**Scheme**”).
2. The Alternative Fuel Payment scheme provides a £200 payment to domestic energy consumers in Great Britain that use alternative fuels such as heating oil, LPG or biomass as their primary source of heating. Most eligible households will receive this payment automatically via their electricity supplier. A small proportion of households will need to apply for the payment, for example because they do not have a relationship with an electricity supplier. These households will do so through a GOV.UK portal which will include an overview of eligibility and what applicants need to do to apply for support. Once domestic energy consumers have applied to receive support and their application has gone through internal verification, eligible applicants' details will be shared with local authorities (for England, Scotland and Wales).
3. This DSA envisages a two-way Personal Data transfer, in that DESNZ will be sharing Personal Data, as contained in the applications made to DESNZ by the applicants, with an Authority, and an Authority will be sharing Personal Data back with DESNZ in respect of reporting connected with the monitoring, fraud prevention and effectiveness of the Scheme.
4. The legal bases for DESNZ for Processing the relevant Personal Data, including Special Category Data, include (i) the performance of a task carried out in the public interest under Article 6(1)(e) of UK GDPR, and (ii) the substantial public interest under Article 9(2)(g) of UK GDPR, more particularly in the context of the exercise of governmental functions, preventing or detecting unlawful acts, regulatory requirements relating to unlawful acts and dishonesty, and preventing fraud, as set out in Part 2 of Schedule 1 to the DPA. In particular, this Processing is necessary for the administration, delivery, reporting, monitoring, evaluation of the Scheme, as well as in connection with fraud prevention, and pre- and post- payment assurance and financial management activities to be undertaken in connection with the Scheme.
5. It is acknowledged and agreed that the Personal Data will be stored within a secure database within Salesforce, and it will be accessed via a secure system with restricted, on a “need to know” only basis, access by an Authority only for the purposes set out in Appendix A.
6. The Partners agree that the Personal Data being shared under this DSA is the minimum amount of information that is necessary to achieve the purposes for which it is being shared and is believed to be the least intrusive method possible.

7. Each Partner agrees to take reasonable measures to ensure that the Personal Data it transfers to the other Partner is not incorrect or misleading as to any matter of fact.
8. This DSA will commence upon execution by both Partners and will terminate automatically upon closure of the Scheme and completion of the subsequent final payment reconciliation and assurance exercise to be undertaken in accordance with the Guidance, or as otherwise agreed in writing between the Partners.
9. The Partners agree that they both act as independent controllers for the purposes of UK GDPR and they shall observe all their respective obligations set out in the UK GDPR and the DPA in respect of the Processing of the Personal Data being shared under this DSA. Furthermore, the Partners shall ensure that they can demonstrate compliance with each of the applicable data protection principles under UK GDPR.
10. The relevant types of data, categories of Data Subjects, duration of processing, nature and purpose are set out in Appendix A. An Authority agrees to ensure it is able to share Personal Data with DESNZ in accordance with UK GDPR and ensure there is an appropriate legal basis under UK GDPR that applies to the sharing for the purposes of the processing outlined in Appendix A.
11. Each Partner undertakes to have in place throughout the duration of this DSA appropriate technical and organisational security measures to prevent: (a) unauthorised or unlawful processing of the Personal Data; and (b) the accidental loss or destruction of, or damage to, the Personal Data. Each Partner shall ensure a level of security appropriate to: (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and (ii) the nature of the Personal Data to be protected.
12. An Authority agrees not to transfer the Personal Data shared by DESNZ to any third party who is not a Partner under this DSA without DESNZ' prior written consent. Without prejudice to the foregoing, an Authority will be permitted to disclose the Personal Data to any third party appointed by DESNZ for the purposes of: (i) reviewing evidence used in decision-making for Scheme payments (where required pursuant to the Guidance); or (ii) conducting an independent evaluation or assessment of the Scheme.
13. The Partners acknowledge and agree that where they are each a recipient of the Personal Data shared between them, such Personal Data will be Processed only in the UK provided that, in the case of DESNZ, Personal Data shall be stored on DESNZ's IT infrastructure, where such Personal Data will be shared with third-party Processors (including, without limitation, Microsoft, Amazon Web Services, and Salesforce) and may be further Processed securely only in the UK and/or European Economic Area.

14. An Authority shall not transfer the Personal Data shared by DESNZ to any country or recipient not recognised as providing an adequate level of protection for Personal Data unless it has first obtained DESNZ's written consent and such transfer is conducted fully in compliance with the UK GDPR.
15. The Partners each undertake to complete a Data Protection Impact Assessment to assess and, as required, mitigate any risks arising out of the Processing of the Personal Data being shared in accordance with this DSA.
16. It is each Partner's responsibility to make Data Subjects, whose data may be included in the Personal Data being provided by that Partner under this DSA, aware that the other Partner will be given access to their Personal Data for the purposes outlined in Appendix A. The Partners acknowledge that DESNZ satisfied this obligation by making available a Data Privacy Notice on the application portal operated for the Scheme.
17. DESNZ will retain the data shared by an Authority for as long as required to conduct the purposes set out in Appendix A, or as otherwise required or permitted by applicable law, in any event not longer than 7 years from collection. DESNZ shall be responsible for the secure deletion of Personal Data processed on the electronic portal made available to the Authorities for the purposes of securely communicating the Personal Data between the Partners.
18. An Authority will retain evidence of checks undertaken for the Scheme processes as required or permitted by applicable law, in any event not longer than 7 years from collection. This evidence may be required for assurance and audit checks, and the Authority would be required to make such evidence available for those checks to DESNZ or an agreed auditing body.
19. DESNZ will promptly notify an Authority of any Personal Data Breach that relates to the Personal Data being shared under this DSA. If an Authority decides that a Personal Data Breach that affects, or is relevant to, the Processing under this DSA must be self-reported to the ICO, it shall ensure that DESNZ is notified of this ahead of disclosure.
20. Should a Personal Data Breach occur involving Personal Data shared under this DSA, the Partners will follow their respective processes for Personal Data Breaches and inform the other as soon as reasonably practicable. In the event that a Personal Data Breach cannot be appropriately addressed, in DESNZ's reasonable discretion, Personal Data transfers will cease and will not resume until the Partners are satisfied with the security arrangements.

21. The Partners each agree to provide such assistance and cooperation as is reasonably required to enable the other to comply with (i) Data Subject rights requests within the time limits imposed by the UK GDPR and DPA, and/or (ii) information disclosure obligations imposed by FOIA or FOISA.
22. DESNZ can terminate this DSA, without giving a reason, upon prior written notice to an Authority. In the event of termination, Personal Data will cease to be shared under the terms of this DSA, and must be irretrievably deleted from an Authority's systems other than to the extent necessary to permit the Authority to complete any processing to undertake the activities expected of the Authority in accordance with the Guidance, or to otherwise comply with obligations imposed upon the Authority under applicable law. To the extent the Authority retains any Personal Data beyond termination of this DSA for such purposes, it shall process the Personal Data in accordance with the provisions of this DSA.
23. All Partners confirm that, as a minimum, they have considered the risks of the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to any Personal Data Processed under this Agreement, and have arrangements in place to manage or mitigate these risks.
24. This DSA will be reviewed if the purpose of the Processing changes, or the Processing otherwise changes in a way that materially affects the rights of any Data Subjects.
25. The provisions included in this DSA are not intended to be legally binding upon either Partner and this DSA does not and shall not in any circumstances constitute the basis of any agreement between the Partners.

## Appendix A – Summary of Processing

<b>Description</b>	<b>Details</b>
Subject matter of the processing	Provision of financial support by DESNZ to an Authority in Great Britain towards expenditure lawfully incurred by that Authority in connection with the Scheme.
Duration of the processing	For as long as necessary in connection with the subject matter of Processing outlined above, until termination of this DSA or earlier notification by DESNZ and subsequent completion of the activities anticipated in the Guidance.
Nature and purposes of the processing	<p>The Partners, in exercising their respective rights and performing their respective obligations, will be sharing Personal Data, as follows:</p> <ol style="list-style-type: none"> <li>1. DESNZ will pass data, including Personal Data, in the form of applications made by eligible domestic energy consumers, to an Authority which an Authority may download from the electronic portal made available to Authorities for secure communication of the data in order for an Authority, or any third-party Processor acting lawfully on behalf of an Authority, to process payments for the alternate funds. In doing so, an Authority will determine the most appropriate way to distribute the grant payments to the eligible domestic energy consumers and shall otherwise Process the Personal Data for the purposes of the activities set out in the Guidance.</li> <li>2. An Authority, in compliance with its data monitoring requirements as set out in the Guidance, will report back to DESNZ to allow DESNZ to i) conduct quality checks, ii) monitor and evaluate effectiveness of the Scheme, iii) prevent fraud, and iv) publish information for transparency on the use of public funds.</li> </ol>
Type of Personal Data that will be processed	<p>Personal Data may extend, without limitation, to the following:</p> <ol style="list-style-type: none"> <li>1. Personal Data made available by DESNZ to an Authority in order for that Authority to effect payment to applicants, including the applicant's name, address, date of birth, email address, phone number and bank details (i.e. sort code, account number and name on account), relevant contact details of any third party individual supporting or making the application on behalf of the applicant and other</li> </ol>

	<p>relevant data that may be provided by the applicant (or third party individual supporting the applicant) to any call contact centres operated to support applications to the Scheme, and</p> <p>2. Personal Data provided by an Authority to DESNZ as part of that Authority's reporting obligations under the Scheme as anticipated in the Guidance, including without limitation, the following:</p> <ul style="list-style-type: none"> <li>• Application reference number;</li> <li>• Applicant's name (and any contact details for any third party individual supporting or making the application on behalf of the applicant);</li> <li>• Date application received;</li> <li>• Outcome of application and reason for decision-making;</li> <li>• Assurance evidence in line with the Guidance (such as bank account details, Council Tax records, UK Driving licence, utility bill, tenancy agreement);</li> <li>• Payment fraud or error, money recovered and subsequent fraud and error reporting.</li> </ul>
Categories of Data Subjects	<ul style="list-style-type: none"> <li>• Domestic energy consumers,</li> <li>• Third party individuals supporting the applicant, and</li> <li>• Partners' officers and employees.</li> </ul>
Types of Special Category data	<p>Special Category data will not be expressly requested in connection with applications for the Scheme, but it is possible that co-incident collection and sharing of Special Category data could occur as a result of information provided by applicants (or third party individuals acting on their behalf) in connection with the applications, including, but not limited to, information relating to the ethnic origin of applicants or data concerning applicant's health or age.</p>



**Appendix B – Key contact details**

<b>DESNZ</b> Alternative Fuel Payment Scheme Alternative Fund team	<a href="mailto:domesticafp@beis.gov.uk">domesticafp@beis.gov.uk</a>
<b>Authority</b> <i>Insert Job title, e.g. Chief Executive</i>	<i>Insert name, email address and telephone number</i>

**Signatories**

<b>Signed by</b>	
Representing the Secretary of State of the Department for Energy Security & Net Zero	
<b>Name:</b> Ben Golding – Director, Energy Affordability	
<b>Full contact details:</b> Department for Energy Security & Net Zero, 1 Victoria Street, London, SW1H 0ET. 0300 068 5533; Ben.Golding@beis.gov.uk	
<b>Date:</b> 15 February 2023	Ben Golding

<b>Signed by:</b> <i>[should be Senior Responsible Owner or equivalent]</i>	
Representing an Authority	
<b>Name:</b> <i>[insert name and position in organisation. This should be a senior person with adequate authority to be fully accountable.]</i>	
<b>Full contact details:</b> <i>[insert address, telephone number and email address]</i>	
<b>Date:</b>	