

# Hope into Action: UK

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## Write-up of GDPR principles of sharing data between franchisor and franchisee.

### **Culture:**

- We trust our franchisees and aim to establish relationships based on trust.
- We train our franchisees on how to use share-point, filing, good and legal care of tenant data.
- We have never nor do we intend to 'snoop or delve' around franchisees data stores without their knowledge or consent. Franchisees need to trust us in that. Trust works two ways.
- We care deeply for our tenants and in particular for their data.

### **Risks:**

- We need to safeguard the entire network against poor practice, abuse, complaints, bankruptcy, serious breach or rapid termination of our franchise agreements. Such occurrences will be unlikely but with potential for very harmful consequences.
- As such we need agreements, systems and protocols in place for the worst possible eventualities.

### **Legal preference:**

The vast majority of information held on franchisees sites, the franchisor needs to be able to access. This would be done with permission from franchisees.

Care needs to be taken with tenant and HR data.

### **HR data**

The franchisor will never access the data of the franchisee employees without consent.

## Tenant data:

Historic tenant data is stored and held by us. Our lawful basis for doing so is that we have a legitimate business interest in storing this data to protect us against future complaints and/or insurance claims.

We may need to access tenant data for the following 4 reasons:

	Why	Procedure	Policy area of work needed	Legal basis:
Complaints & safeguarding.	<ul style="list-style-type: none"> <li>In the event the complainant re-complains after franchisee closes. Or it hits the press after franchisee closes.</li> </ul>	<ul style="list-style-type: none"> <li>When a complaint / safeguard hits level 4 we will be informed.</li> <li>Once per annum all complaints and safeguarding is loaded onto central sharepoint site.</li> </ul>	Safeguarding & complaints policy done. Privacy notices and consent forms. Referral form	Legitimate interest. For special category data the solicitor said this can be shared with us because of: 9 2 D. <sup>1</sup>
Monitoring.	<ul style="list-style-type: none"> <li>Checking and monitoring quality of work.</li> </ul>	<ul style="list-style-type: none"> <li>4 weeks ahead of audit, franchisor will ask permission.</li> <li>Will give one to three days where they may look at files as well as on day of visit</li> </ul>	Privacy notice and consent form needed to allow this. Franchise data agreement.	As above
Outcomes	<ul style="list-style-type: none"> <li>Sharing of tenant data for our national outcomes</li> </ul>	<ul style="list-style-type: none"> <li>On-going monthly basis on an anonymous basis.</li> </ul>	Privacy notice and consent form.	Ideally we would anonymize this data. We will aim to do so from 1 <sup>st</sup> April 2019. However at the moment, with Phil A, not here we do not have the capacity to anonymise it. Therefore we need board to conclude and minute that for the short-term the cost and work involved is disproportionate to the risk of harm to tenants.
Serious breach of franchise agreements or rapid ending of franchisee.	<ul style="list-style-type: none"> <li>To protect the network as a whole and tenants against potential abuse or poor practice.</li> </ul>	<ul style="list-style-type: none"> <li>Justification needs to be submitted to franchisors trustees.</li> <li>IT key-holder must be the one to open the access</li> </ul>	Franchise agreement Privacy notice Consent forms.	Legitimate interest

## Annex 1: The agreement signed up to by Franchisees:

### 1. IT, computer systems and data

For the sake of consistency and good communications, you and all our HIA franchisees must base their operations within the framework of Microsoft 365 Intranet and software. All the computer and cloud based resources which are made available to you by us in this agreement are only available on this platform, and cannot be communicated by HIA using other platforms. You are responsible for having up to date virus protection operating on all your computers, and ensuring that all computers and any BYODs are password protected at all times. You must ensure that you comply with any user license or other user terms that we may provide to you from time to time and which govern your access and use of the intranet and software and in particular you must ensure that:

- You input all the data that we may require about the operation of the HIA Model by you onto the software we provide you or upload this onto our intranet in the detail, manner and format instructed by us. We will provide you with training on this;
- All your data, including data about tenants/licensees is backed up online to Microsoft OneDrive (or its successor product), a service that will be provided by Hope into Action free of charge for the first three years, and thereafter at standard commercial rates. We will provide you with training on this.
- You will try your utmost to ensure the accuracy of all information supplied by you to us;
- You will only use the software, intranet and other resource we make available to you for the operation of the HIA Model by you and for no other purpose without our prior consent;
- You will not pass all or any part of the data contained on our intranet or any software you use for the operation of the HIA Model to any unauthorized person nor allow the use of the same by any unauthorized person;
- You will not erase, destroy or make copies of all or any part of the data contained on our intranet or the software used by you for the HIA Model without our prior written consent or as permitted under this Agreement;
- You will not infect or damage any of our software, intranet or equipment by any act or omission or by introducing any virus, worm, Trojan horse or similar malicious or destructive code, file or program.

You agree that all intellectual property rights in and to the intranet, our software and the data contained on it shall at all times belong to us. If you acquire any new intellectual property rights in this as a result of any data inputted by you then you hereby assign to us with full title guarantee all such new intellectual property rights whether present, contingent or future and shall do all acts and sign all documents as may be necessary or desirable to give effect to this assignment.

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(d) processing is carried out in the course of its legitimate activities with appropriate safeguards by a foundation, association or any other not-for-profit body with a political, philosophical, religious or trade union aim and on condition that the processing relates solely to the members or to former members of the body or to persons who have regular contact with it in connection with its purposes and that the personal data are not disclosed outside that body without the consent of the data subjects;