

DATA SHARING AGREEMENT: NEXT STEPS EVALUATION PORTSMOUTH CITY COUNCIL AND MINISTRY OF HOUSING, COMMUNITIES AND LOCAL GOVERNMENT

THIS AGREEMENT is made the 17th day of December 2020

BETWEEN

- 1. Portsmouth City Council** of the Civic Offices, Guildhall Square, Portsmouth PO1 2AL, Hampshire ("the Local Authority")

and

- 2. THE MINISTRY OF HOUSING, COMMUNITIES AND LOCAL GOVERNMENT** of 2 Marsham Street, London, SW1P 4DF ("**MHCLG**")

1. BACKGROUND

- 1.1** The Ministry of Housing, Communities and Local Government (MHCLG) has invested £3.2m of emergency funding for the 'Everyone in' policy, with further funding for homelessness and rough sleeping services provided within the over £3.7 billion to help Portsmouth City Council to manage the impacts of COVID-19. MHCLG has also committed a further £266m to the Next Steps Accommodation Programme in 2020/21, with a further £177m available between 2021/22 and 2023/24.
- 1.2** MHCLG is conducting Research to evaluate the outcomes of people supported to find move-on accommodation following the 'Everyone in' policy, through the funding provided by Government for this - particularly, the Next Steps Accommodation Programme. In order to carry out the research, MHCLG needs the personal data of participants in the programme to be shared with the department's evaluation contractor. The personal data will be used to generate and select a random sample of individuals and to contact individuals directly and invite them to participate in the research. The research includes initial interviews and follow up interviews.
- 1.3** MHCLG needs the Local Authority to share data held on participants' last known accommodation status if they cannot be re-contacted for follow up interviews.
- 1.4** The purpose of this agreement is to set out how this data will be shared by Portsmouth City Council with MHCLG (and its contractor) and the obligations of each party in relation to data sharing. Portsmouth City Council and MHCLG will each be responsible for compliance with the Data Protection provisions in the General Data Protection Regulation (GDPR), the Data Protection Act 2018, and Article 8 of the European Convention on Human Rights in relation to the Data. This agreement exists to provide a framework for compliance with the Data Protection provisions and taking account of the Information Commissioner's Code of Practice on Data Sharing.

IT IS NOW AGREED as follows:

2 DEFINITIONS AND INTERPRETATION

2.1 In this Agreement the following words and phrases shall have the following meanings, unless expressly stated to the contrary:

“Authorised Representatives” means the nominated lead officer representing each of the parties with delegated authority to handle the day-to-day matters arising from this Agreement;

“Data Controller” has the meaning in article 4(7) of the GDPR. For this research MHCLG and the Local Authority will both be Independent Data Controllers of the personal data collected;

“Data processor” has the meaning in article 4(8) of the GDPR;

“Data Protection Legislation” means the GDPR, the DPA 2018 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

“Data” means the data supplied to MHCLG;

“Data subject” means the subject of the personal data – in this research, the people receiving support through the Next Steps Accommodation Programme or via other funding to move-on from emergency accommodation provided as part of the ‘Everyone in’ policy;

“DELTA” means the online data collection platform that some personal information will be shared via;

“DPA 2018” means the Data Protection Act 2018;

“Environmental Information Regulations” means the Environmental Information Regulations 2004, as amended, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;

“FOIA” means the Freedom of Information Act 2000, as amended;

“GDPR” means the General Data Protection Regulation (EU 2016/679);

“H-CLIC” refers to the Homelessness Case Level Information Classification – MHCLG’s statutory data collection on homelessness. Through this collection LAs are required to provide information about all households who make new homelessness applications;

“Kiteworks” means the private, encrypted cloud-based external file sharing platform used by Kantar, which the local authority will use to share some files and data;

“MHCLG’s evaluation contractors” refers to the organisation contracted by MHCLG to undertake this research. Initially this will be ICF, subcontracting to Kantar, however, later stages of the contract may be commissioned to a different contractor. The data systems set out in this agreement refer to the initial contract with ICF and Kantar. The data will be processed by Kantar, not ICF;

“Participant” means an individual taking part in the research – i.e. completing the telephone interview;

“Parties” means the parties to this Agreement, namely the Local Authority and MHCLG;

“Personal Data” has the meaning in article 4(1) of the GDPR;

“Personnel” means people who are directly, or sub-contractually, employed, by the Local Authority and MHCLG and are involved in this research;

“Processing” has the meaning in article 4(2) of the GDPR;

“Programme” refers to the Next Steps Accommodation Programme and includes individuals who have been housed in emergency accommodation during the COVID-19 lockdown and who have been ‘moved-on’ through the Next Steps Accommodation Programme or other funding provided for this;

“Pseudo-anonymised or Pseudo-anonymised data” bears the meaning attached to it by the Administrative Data Taskforce being such data that cannot directly identify an individual as the personal data have been removed, but includes a unique identifier that enables the person’s identity to be re-connected to the data by reference to separate databases containing the identifiers as identifiable data. The unique identifier allows datasets to be linked together without knowing the identity of the person¹;

“Questionnaire” means the questionnaire and follow up questionnaire that data subjects are being asked to complete to capture information relating to homelessness and support needs. This will be pseudo-anonymised data and will include a unique I.D;

“Request for Information” means a request under FOIA or the Environmental Information Regulations.

“Research” means the research being undertaken by MHCLG as further described in Clause 4;

In this Agreement:

- a) the masculine includes the feminine and neuter;
- b) person means a natural person;
- c) the singular includes the plural and vice versa;
- d) a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment.

2.2 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

2.3 References in this Agreement to Clauses, Paragraphs and Annexes are, unless otherwise provided, references to the Clauses, Paragraphs and Annexes of this Agreement.

2.4 In the event and to the extent only of any conflict or inconsistency between the provisions of this Agreement and the provisions of any document referred to or referenced herein, the provisions of this Agreement shall prevail.

3 COMMENCEMENT AND TERM

3.1 This Agreement shall commence upon signature by the Parties and shall continue in effect until the end of March 2023 in accordance with the requirements of this Agreement unless otherwise subject to earlier termination in accordance with Clause 11.

3.2 The Parties may, by mutual consent in writing, agree to extend or amend this Agreement for a period of time to be agreed between them.

4 PURPOSE OF RESEARCH AND USE OF PERSONAL DATA

4.1 The aim of the research is to understand the outcomes of people assisted to find move-on accommodation through the Next Steps Accommodation Programme and other funding programmes, and the drivers and barriers behind tenancy sustainment outcomes. The data subjects of this agreement will be the people assisted through these programmes.

4.2 The research will significantly improve understanding of the outcomes achieved through these programmes and what works to enable people to sustain their tenancies by following the outcomes of people over at least a two year period. This will be done through initial telephone interviews and later through administrative data linking.

4.3 To enable initial and follow up contact to be made, and to enable administrative data linkage, the Local Authority will provide MHCLG's contractors with the subject's contact details via DELTA. This will be done initially during November-January 2020, but updated contact details will need to be shared over the period of the research.

5 PURPOSE OF DATA SHARING

5.1 The purpose of the data sharing covered by this agreement is to enable:

- MHCLG's contractors to select a sample of individuals to be part of the research
- MHCLG's contractors to contact these individuals and invite them to participate in the research
- MHCLG's contractors to re-contact individuals who have completed initial interviews for this research
- the research to include some evidence on accommodation outcomes even when participants cannot be contacted for follow up interviews (unless they have stated they do not want to take part)
- questionnaire responses to be linked to administrative data collected as part of the Homelessness Data England project, to allow the research to cover a broader range of outcomes (where individuals have given their consent for this).
- MHCLG to link together individuals' questionnaire responses where they have already completed a questionnaire in 2019/early 2020 and agreed to further interviews for the purpose of 'understanding how well services are working'.

5.2 MHCLG's evaluation contractors will use the personal data to contact individuals. This will initially be done in Autumn and Winter 2020-21, and then six months later, with the possibility of further follow ups in Autumn-Winter 2021 and Autumn-Winter 2022. These later follow up interviews may be commissioned to a different contractor. In that event the provisions in this agreement will apply equally to that contractor.

5.3 MHCLG's contractors will also use the personal data to flag to ONS who has taken part in the interviews, so that their questionnaire responses can be linked to administrative

data (from MHCLG, DWP, NHS Digital, MoJ and PHE (or any successor to PHE)) held by ONS. The questionnaire responses will only be linked to this information if participants agree to this. However, 'consent' will not be the legal basis used to process information (see section 7).

5.4 The personal identifiers held by MHCLG's contractors will be updated where relevant over the evaluation period. This is covered in section 7 below.

6 LAWFUL BASIS FOR PROCESSING THE DATA

6.1 The following are the GDPR lawful bases under which MHCLG will process the personal data including special categories of personal data:

- Article 6(1)(e) - the processing is necessary for MHCLG to perform a task in the public interest or in the exercise of official authority, in particular to support households that are homeless or at risk of being homeless through furthering our understanding of repeat homelessness, the success of prevention activities, the outcomes of those in receipt of homelessness services, and the causes and factors associated with homelessness. In order to rely on Article 6(1)(e), Article 6(3) requires there to be a separate legal basis laid down in Union or Member State law to justify the processing. MHCLG is relying on its common law powers to justify this processing.
- Article 9(2)(g) – the processing is necessary for reasons of substantial public interest. MHCLG will rely on meeting the condition in Schedule 1, Part 2, paragraph 6 of the DPA 2018 to process Special Category Personal Data in accordance with section 10(3) of the DPA 2018.
- MHCLG will also meet the conditions in Article 10 of the GDPR and section 10(5) of the DPA 2018 to process criminal offence data since processing is authorised under Section 10(5) and Schedule 1, Part 2, paragraph 6 of the DPA 2018.
- To meet the requirements in Schedule 1, Part 2, paragraph 5 of the DPA 2018 MHCLG has prepared an appropriate policy document for the processing of Special Category Personal Data and criminal offence data which sets out the procedures in place to comply with the principles in Article 5 of the GDPR.

6.2 The following are the GDPR lawful bases under which the Local Authority will process the personal data, including special categories of personal data:

- Consent

6.3 Participants will still be asked for their agreement to participate in the research and for their details to be shared to enable their questionnaire responses to be linked to administrative data.

6.4 There are different layers of privacy information available to participants to enable them to make an informed decision and advise them of their rights. More detail can be found in the Annex to this agreement.

7 THE PROCESS FOR SHARING DATA

7.1 MHCLG will request personal identifiers and contact details for everyone assisted as part of the 'Everyone in' policy who has been 'moved-on' into secure accommodation (either a private tenancy or long-term supported accommodation) by the Local Authority, who has provided consent for their data to be shared, to allow a selection of individuals to be

made. These will be sent securely over DELTA and accessed by Kantar between November and January 2020/21. Once the final selection has been made, MHCLG's contractors will securely delete the personal data for anyone not selected. MHCLG's contractors will use the personal data (name, address, email address and telephone number) to enable them to contact individuals to undertake up to 4 interviews (the latter two of which may be undertaken by a different research contractor). The other details collected (H-CLIC case reference number, date of birth) will be used to facilitate data linking to H-CLIC (the data collection on homelessness applications) and the administrative data held by other Government Departments and Agencies (unless an individual states they do not agree) at a later date (and by end of 2024 at the latest).

- 7.2 If MHCLG's evaluation contractors are not able to contact participants for follow up interviews (after completing an initial interview), MHCLG's contractors will request updated contact details for individuals who have consented to this, from the Local Authority. This request will be made via Kantar's secure system, Kiteworks. Kantar will load the details of the individuals they need updated details for, from Portsmouth City Council, into Kiteworks, which will result in a notification over email requesting that the system is accessed and updated details uploaded. Information (address, telephone number, email address) held for the participant should be uploaded within 7 days if possible. Kantar will download the updated details and store them securely.
- 7.3 If updated contact details are not held or do not yield any direct contact with the individual, MHCLG's contractor will request from the Local Authority the latest accommodation information (i.e. where the individual is known to have been staying most recently (hostel, long-term accommodation, prison, hospital etc) for those individuals and the date (if known) when the individual left their 'move on' accommodation. This request and the uploading of information will also be made via Kiteworks for those individuals who have consented for their data to be shared.
- 7.4 If the LA is told that an individual does not want to be contacted by Kantar as part of this research, or withdraws their consent for data to be shared and their details have already been shared, the LA can request that Kantar does not make contact. This request should be made securely via a form in DELTA. Kantar will remove their details from the sample and not make any/any further attempt to contact them. Kantar will confirm to the relevant Local Authority that they have been removed from the research, and whether or not the request came through before initial contact was made with the participant. If an individual explicitly states that they want their details to be deleted, Kantar will delete their details and inform MHCLG so that the personal details can also be deleted from DELTA. All forms sent via DELTA will be deleted after a maximum of 6 months. If an individual changes their mind about taking part in the research, the LA will not share any further information about the individual with Kantar.

8 PERSONAL DATA COVERED BY THIS AGREEMENT

- 8.1 The personal data (personal identifiers) of the participants used for the research includes their full name, address, date of birth, telephone number, email address and H-CLIC case reference number. This data will initially be shared by the Local Authority, uploading this information securely via DELTA, where it will be accessed and downloaded by Kantar. Any updates to address, telephone number, email address will be shared by the Local Authority directly with Kantar, via Kiteworks, as described above.
- 8.2 In addition, the type of accommodation - where this isn't clear from the address or the exact address is not known (e.g. hostel, privately rented housing, rough sleeping, prison)

- will be shared by the Local Authority. This information will be shared via Kiteworks, as described above, if a participant cannot be contacted for the follow up interviews.

9 PROTECTION OF PERSONAL DATA

9.1 The Local Authority agrees to share the Personal Data only as set out in this Agreement.

9.2 MHCLG, ICF and Kantar (and any other contractor acting on behalf of MHCLG) agree that they will not share Personal Data collected as part of this research for any other purpose and that the processing of the personal data will comply with the principles of GDPR. Compliance with these principles is also covered in sections 5, 6 and 10 of this Data Sharing Agreement.

9.3 ICF's subcontractor Kantar will maintain the highest possible levels of security throughout the research process and have a dedicated information security department working with teams across Kantar. Kantar have a network of information security representatives embedded in all Kantar teams and locations

10 RETENTION AND DESTRUCTION OF DATA

10.1 All the personal data uploaded on DELTA will be deleted from the DELTA system after a maximum of 6 months. Kantar will securely store the personal data downloaded from DELTA until March 2023 at the latest, after which they will securely be deleted. The personal data provided on people not subsequently selected for the research will be deleted from Kantar's systems within one month of that selection being made and by March 2021 at the latest. If a participant chooses not to participate or changes their mind about participating in the research, their personal details will be deleted from Kantar's systems within one month. If it is not possible to contact someone selected to be part of the research at all, Kantar will securely delete from their system all their personal data within six months, with the exception of their H-CLIC case reference number.

10.2 If a participant withdraws their consent for data to be shared with MHCLG, the LA should inform Kantar if the data has already been shared. This request should be made securely via a form in DELTA and should detail what consents this applies to. The LA should not share any further data with Kantar for any individual who withdraws their consent for their data to be shared. Kantar will stop processing their data and not make any/any further attempt to contact them.

10.3 Any contractor processing personal data on behalf of MHCLG, during the time period covered by this agreement, will be required to process the Data securely and to the same standards as MHCLG. Data security measures will be set out in a Data Processing Agreement between MHCLG and the contractor.

10.4 ICF's subcontractor, Kantar, will transfer personal data using Kiteworks. This has several layers of security – overall network security, application security, data encryption and secure processes and updates. Kiteworks provide account access and configurable authentication security, integrated SSO and LDAP/AD, embedded anti-virus and integrations with data leak prevention and advanced threat prevention software. Audit logs can be sorted by attribute and exported for audits and legal requests. Data is encrypted both in transit and at rest. Kiteworks data encryption module is FIPS 140-2 certified.

- 10.5 Kantar's Public division follows the highest industry standards for data security and complies with all relevant corporate, legal, statutory and regulatory requirements including: ISO 20252; ISO 9001; ISO 27001; Data Protection Act (2018); Cyber Essentials; MRS and ESOMAR codes of conduct. Kantar's ISO 27001 system is fully transparent, and allows access to their information security manual, procedures and working practices, risk management handbook and processes, and training materials, to external auditors and/or authorised visitors upon a signed confidentiality agreement.
- 10.6 If, during the course of this agreement, MHCLG's contractor changes, MHCLG will provide information on any changes in processes as necessary. MHCLG will also provide details of the contractor's IT security if requested.
- 10.7 In accordance with Article 5(1)(e) GDPR, MHCLG and MHCLG's contractors will keep the personal data only for as long as necessary. At the end of the data retention period for the research MHCLG and MHCLG's contractors will destroy all copies of the data relating to personal identifiers, in all media. If the two-year follow up with participants is completed before March 2023, MHCLG's evaluation contractors will securely delete all the personal details held for the participant that are not needed for the administrative data linking (telephone number, email address).
- 10.8 Kantar will securely send ONS the personal data (name, date of birth, H-CLIC case reference number, address and the unique reference number for the research) for individuals participating in the research (where the appropriate agreement has been given) and send pseudonymised questionnaire data separately so that responses can be linked to administrative data from other Government Departments and Agencies, held by ONS, and to any MHCLG interviews already completed by the participants. For more information about the data from other Government Departments and Agencies held by ONS please refer to the Data Sharing Agreement on the Homelessness Data England project. This information will be sent by Kantar via Kiteworks before the end of the data retention period - March 2023 – and held by ONS for no more than 6 months, before being deleted.
- 10.9 Kantar will securely send ONS the H-CLIC case reference numbers for individuals who were selected to be part of the study, but who could not be contacted at all. ONS will use these to link to data held as part of the Homelessness Data England project to explore whether people who could not be contacted have different characteristics and support needs to people who did participate in the study.

11 LOSS OR UNAUTHORISED RELEASE

- 11.1 The Local Authority and MHCLG (including any contractor and the evaluation contractor) will report to all parties (MHCLG, The Local Authority) any loss or unauthorised release of the personal data no later than 48 hours after the loss or unauthorised release is identified [comes to their attention]. In the case of a personal data breach, the controller shall without undue delay and, where feasible, not later than 72 hours after having become aware of it, notify the personal data breach to the supervisory authority competent in accordance with Article 55, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons. Where the notification to the supervisory authority is not made within 72 hours, it shall be accompanied by reasons for the delay.

11.2 The Local Authority and MHCLG acknowledge that any loss or unauthorised release of the personal data can be treated as valid grounds for immediately terminating this agreement by any party.

12 FREEDOM OF INFORMATION

12.1 MHCLG acknowledges that the Local Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Local Authority to enable the Local Authority to comply with their Information disclosure requirement in relation to this project.

12.2 The Local Authority acknowledges that MHCLG is also subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with MHCLG to enable MHCLG to comply with their Information Disclosure requirements in relation to this project.

13 SUBJECT ACCESS REQUEST

13.1 Individuals have the rights accorded by article 15 of the GDPR, including the right to see a copy of the information held about them. Portsmouth City Council and MHCLG as Data Controllers would each be responsible in responding to subject access requests each receives. MHCLG and Portsmouth City Council will respond appropriately to any subject access request within one month of receipt.

14 ACCURACY OF DATA

14.1 Portsmouth City Council will ensure accurate data is shared with MHCLG. Kantar will check the quality of these details and ask Portsmouth City Council to check the information supplied if it appears inaccurate.

14.2 If an individual asks the Local Authority to change their data because it is wrong and this request comes after the data has been shared with Kantar, the LA should contact Kantar so that the data can be corrected. Kantar will confirm with the LA that the personal data has been amended.

14.3 Each time new personal information is provided by the local authority Kantar will use this to over-write previous data provided.

15 CORRECTING DATA

15.1 Portsmouth City Council will respond appropriately to any requests to correct the data they have shared.

16 DELETING/ERASING DATA

16.1 Portsmouth City Council and MHCLG will respect the right to erasure where it is applicable to the data concerned. Further information related to this can be found above in section 10.

17 AUTHORISED REPRESENTATIVES

17.1 Portsmouth City Council and MHCLG will each appoint an Authorised Representative to be the primary point of contact in all day-to-day matters relating to this Agreement:

17.2 For Portsmouth City Council

Name:
Postal Address:
E-mail address:
Telephone number:

17.3 For MHCLG:

Name: Lucy Spurling
Postal Address: 2nd Floor, Fry Building, 2 Marsham Street, London, SW1P 4DF
E-mail address: lucy.spurling@communities.gov.uk
Telephone number: 0303 44 42247

18 TERMINATION

18.1 Any Party may terminate this Agreement upon one month's written notice to the other.

18.2 Any Party may terminate this Agreement with immediate effect in the event of a material breach of its obligations by the other Party to this Agreement.

19 STATUTORY COMPLIANCE

19.1 The Parties shall comply with all relevant legislation, regulations, orders, statutory instruments and any amendments or re-enactments thereof from the commencement of this agreement.

20 DISPUTE RESOLUTION

20.1 The Parties shall each appoint a nominated representative to whom any disputes arising from the operation of this DSA shall be referred.

20.2 If the Parties are unable to agree a matter arising under the terms and clauses of this DSA, such a dispute shall be referred to the senior officers of the nominated representatives for resolution. The decision of the senior officers shall bind all Parties and be treated as resolving the dispute.

20.3 Where a dispute cannot be resolved by agreement between their senior officers, the Parties shall appoint an adjudicator whose decision shall be final.

AS WITNESS of which the parties have set their hands on the day and year first above written

SIGNED for and on behalf of
THE DIRECTOR OF HOUSING, NEIGHBOURHOOD AND BUILDING SERVICES

FOR Portsmouth City Council

By:



12/01/2021

Name: Paul Fielding

Title: Assistant Director of Housing, Neighbourhood and Building Services

**SIGNED for and on behalf of
THE INFORMATION ASSET OWNER AT THE MINISTRY OF HOUSING, COMMUNITIES
AND LOCAL GOVERNMENT**

By:

Name: Stephen Aldridge

Title: Director

Annex 1

Consents

The wording of the consents are clear about the purpose of the data sharing and participants are able to choose which aspects they give consent for. The full consent wording is included below:

Agreement to take part in research:

- 1. I confirm that I have understood the information sheet for the study. I have had the opportunity to consider the information, ask questions and have had these answered fully.*
- 2. I understand that my participation is voluntary and I am free to withdraw at any time during the interview, without giving any reason.*
- 3. I agree for my answers to this questionnaire about my experiences of homelessness, support needs and use of health services and for these answers to go to the Ministry of Housing, Communities and Local Government (MHCLG).*
- 4. I agree for the researchers to re-contact me again*
- 5. I understand that if I change my mind about participating in the research I can let a researcher know and I won't be re-contacted. My answers will also be deleted if they have not already been used by the researchers. (Answers are expected to be used 4-8 weeks after an interview is completed).*

Agreement to share personal details to add other information:

- 6. To help this research, I give consent for my personal details to be shared by the researchers so that my questionnaire answers can be linked to information held about my health care use, my statutory homelessness applications, any drug and alcohol treatment or welfare benefits I have received and any contact with the criminal justice system.*

Privacy Information

MHCLG is providing a template for the privacy information that can be used by Local Authorities to notify people about the processing of their personal data and their rights. This information is presented through a 'layered' approach.

The first 'layer' is a poster/leaflet alerting people to the research and that the Local Authority will be sharing their personal data so that MHCLG can invite them to participate in research.

The second 'layer' is a description of the research and what it involves that is designed to be accessible through Portsmouth City Council website. It provides detail about how the data will be processed, the timeframe for processing and destroying the data and people's rights.

The third 'layer' is a description of the legal basis behind the research, which should be provided as additional information accessible via a link in the document described as the 'second layer' or simply as further information below the main text.

In addition to privacy information provided by the Portsmouth City Council, MHCLG's contractors will provide information about the research to participants that will enable people to make an informed decision about whether to take part in an interview and agree to be re-contacted, and for their details to be shared with ONS for the purposes of linking their interview responses to administrative data.

Following the interview, researchers will offer to post or email information to participants if they would like it. This information will briefly describe the research, what participants have agreed to and advise them of their rights.

At each point of contact with the participants (initial contact and any re-contact made by MHCLG's contractors) participants will be reminded about the purpose of the research and what it involves. They will choose whether or not to participate in a further interview.

Annex 2 Data flow diagram

Data Flows for the Next Steps Evaluation

