AGREEMENT BETWEEN the \_\_\_\_\_\_\_\_\_\_\_ HOUSING AUTHORITY AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agreement made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020 between the \_\_\_\_\_\_\_\_\_ Housing Authority (hereinafter “Authority”) a public body politic and corporate organized pursuant to M.G.L. c. 121B and located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter “Contractor”) located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, witnesseth:

WHEREAS the Authority is the owner of the property at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is currently operated as public housing, subject to M.G.L. c.121B (hereinafter “the Property”);

WHEREAS the Authority has engaged the Contractor to provide security at the Property;

WHEREAS in order to provide security to the Property, Contractor must have confidential information from the Authority such as a list of the names and addresses and telephone numbers of Residents at the Property, (hereinafter “Personal Data”);

THEREFORE, in consideration of the grant of Personal Data by the Authority to the Contractor, Contractor understands and agrees that:

1. Only the Contractor’s staff will have access to the Personal Data provided by the Authority.
2. The Contractor will be a “holder of personal data” pursuant to M.G.L. c. 66A and its use and maintenance of the Personal Data provided to it by the Authority will comply with the provisions of c. 66A and with the applicable regulations of DHCD promulgated thereunder at 760 CMR 8.00.
3. The Personal Data provided by the Authority will be maintained in a way that assures the confidentiality of the data and which allows only Contractor’s staff assigned to the Property to have access to it.
4. Contractor will not disseminate or publish the data provided by the Authority in any form.
5. The Personal Data provided by the Authority will be used solely for the purpose of security at the Property and for no other purpose.
6. Contractor will hold the Authority harmless from and against any and all liability for any violation of individual privacy rights resulting in any way from its use and maintenance of the Personal Data provided to it under this Agreement.

\_\_\_\_\_\_\_\_\_ HOUSING AUTHORITY CONTRACTOR

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(NAME) (NAME)

(Title) (TITLE)