

# Information Sharing Agreement

Between: DISTRICT/BOROUGH

And

<b>Project / Programme / Partnership</b>	Rough Sleeper Multi-Disciplinary Team Case Conference
<b>Lead agency</b>	District/Borough Council Team
<b>Contact name</b>	Lead Officer/Equivalent [Chair of MDT]
<b>Contact job title</b>	
<b>Agreement start date</b>	
<b>Agreement review date</b>	1 Year from Agreement Start Date

## Description of objectives and purpose underlying information sharing activity:

[A statutory duty; contractual obligation or strong public interest should underlie all Personal data Information Sharing activity undertaken by public authorities]

To enable the provision of support to rough sleepers and other homeless people from a range of services offered by a Multi-Disciplinary Team working across the [Insert council name] Council area including, accessing substance misuse services, statutory mental health services, housing services and any other necessary health and social care support in Hertfordshire. **For the duration of the current pandemic** and in line with national initiatives such as *Everyone in.*

Lawful basis for processing:

[Defined by UK General Data Protection Regulation(UK GDPR) and Data protection Act 2018 (DPA) as appropriate]

Public Task in line with the partners statutory or contractual responsibility in particular during current pandemic. UK GDPR article 6 (1)(e) and article 9 (2)(i).

## Description of Information to be shared

Name; NHS number; Contact details; Relevant extracts from health and social care records;

*Please add anything to the above list that will be shared in reasonable detail*

# Information Sharing Agreement

## Agreement

<b>A1</b>	This agreement recognises that the duty to share information can be as important as the duty to protect confidentiality.
<b>A2</b>	This agreement evidences the commitment of the named agencies to share information and personal data in a responsible, fair and lawful manner where it can be evidenced that there is a legitimate safeguarding or service need which is in the interest of data subjects or in the public interest.
<b>A3</b>	This agreement sets out the core requirements which each agency agrees to comply with whenever the sharing of personal data between the agencies is proposed, considered or undertaken.
<b>A4</b>	This agreement <b>does not</b> constitute an overarching permission for the broad, comprehensive or unchallenged sharing of personal data. It provides a framework for the sharing of data which aligns with the objectives and lawful basis for processing set out above. When disclosing personal identifiable information the agency sharing that information is responsible for ensuring that there is a secure basis in law for the disclosure and that the question of consent has been considered.

## Principles

<b>P1</b>	Personal data will <b>only</b> be shared to meet the stated objectives of the specific partnership outlined in this agreement.
<b>P2</b>	The sharing and use of any personal data will comply <b>fully</b> with the requirements of data protection legislation, and will follow best practice guidance issued by the <i>Information Commissioner's Office</i> .
<b>P3</b>	Where data to be shared constitutes Special Category Data obtained under a duty of confidentiality, the sharing and use of any personal data will be subject to a <i>Data Protection Impact Assessment (DPIA)</i> , undertaken by the Data Controller of the information.
<b>P4</b>	Each agency will be responsible for its own compliance with data protection legislation and all relevant associated legislation, including ensuring that it has appropriate local policy and process frameworks in place to underpin best practice, safeguard personal data and protect the legal rights of Data Subjects.

## Requirements

### Each agency party to this agreement shall:

<b>R1</b>	Have appropriate organisational, procedural, physical and technical safeguards in place to ensure its full compliance with the requirements of data protection legislation in relation to the processing of any and all personal data shared through this agreement.
<b>R2</b>	Not knowingly or negligently process personal data shared through this agreement in such a way that it places any party in breach, or potential breach, of data protection legislation.
<b>R3</b>	Only use the information shared with it through this agreement for the purpose(s) agreed with the Data Controller(s) for that information.

## Information Sharing Agreement

<b>R4</b>	Comply with any specific requirements specified by the Data Controller(s) regarding the processing of personal information which the Data Controller(s) share(s) through this agreement.
<b>R5</b>	Ensure data subjects are informed about data sharing through each organisation's privacy notices, and that the sharing is identified within each organisation's Register of Processing Activity.
<b>R6</b>	Only disclose personal information shared with it through this agreement where permission for that disclosure has first been agreed by the Data Controller which provided the information (except where the agency considers that there is a clear legal or regulatory obligation for disclosure without the Data Controller's consent).
<b>R7</b>	Agree transfer / exchange, access, storage, retention and disposal arrangements which are appropriate to the dataset being shared.
<b>R8</b>	Immediately inform the Data Controller(s) of any breach (or potential breach) of data protection legislation, in relation to its processing of the information provided by the Data Controller(s).
<b>R9</b>	Ensure that it processes the Shared Personal Data fairly and lawfully in accordance with the Data Protection Legislation during the Term of this Agreement
<b>R10</b>	Indemnify the Data Controller(s) against any costs incurred as a result of the agency's failure to comply with the requirements of data protection legislation.
<b>R11</b>	Not disclose or transfer Shared Personal Data to a third party located outside the EEA except in compliance with the provisions of Articles 45 to 49 of the UK GDPR
<b>R12</b>	Provide reasonable assistance to each other to facilitate the handling of any data loss or other data protection legislation breach event including liaison with the ICO and / or notifying the Data Subjects as required.

# Information Sharing Agreement

## Agreement

On behalf of the agencies they represent, the parties named below consent to the sharing of personal data between their agencies only where the requirements of this *Information Sharing Agreement and Protocol* are fully met.

[Copy additional entries below for each data sharing organisation]

Organisation Name	Address	ICO registration no.
Signatory Job title	Signature	Date

Organisation Name	Address	ICO registration no.
Signatory Job title	Signature	Date

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<b>Organisation Name</b>	<b>Address</b>	<b>ICO registration no.</b>
<b>Signatory Job title</b>	<b>Signature</b>	<b>Date</b>

<b>Organisation Name</b>	<b>Address</b>	<b>ICO registration no.</b>
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