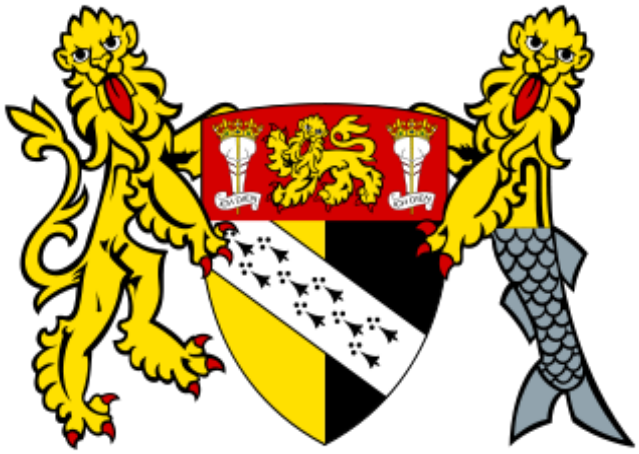

NORFOLK
OVERARCHING INFORMATION SHARING PROTOCOL

1.0 Introduction

1.1 This document is the Norfolk Overarching Information Sharing Protocol (the Protocol). Its purpose is to ensure that the sharing of personal information between parties for a range of purposes including the provision of services is lawful, proportionate and necessary.

1.2 Laws relating to data handling, including but not limited to the General Data Protection Regulation (GDPR) Data Protection Act 2018 (the DPA), the Freedom of Information Act 2000 (the FOIA) and the Human Rights Act 1998, are available to view online at www.legislation.gov.uk in detail. The aim of this Protocol is to summarise the obligations and provide practical advice on compliance.

2.0 Aims and Objectives

2.1 The aim of this Protocol is to remove any potential barriers to and uncertainty regarding the sharing of personal information at both operational and managerial levels by ensuring requirements and ethical standards are satisfied. But for sake of clarity, this Protocol does not give licence to unrestricted access to the personal information held by the parties to the Protocol but sets out the boundaries for safe and secure sharing.

2.2 These aims include:

- To guide the Parties on how to share personal information lawfully
- To establish the principles for information sharing
- To increase awareness and understanding of the key issues
- To emphasise the need to develop and use Information Sharing Agreements (ISAs) in accordance with this Protocol
- To encourage flows of data and support processes which will monitor and review data sharing

2.3 The principles for the sharing of personal information between the Parties are set out in this Protocol. The objectives are also incorporated into the exemplar template ISA which is attached at Appendix A to this Protocol. The template ISA should be used whenever relevant Parties engage in specific agreed data sharing activities.

2.4 By signing this Protocol, the Parties agree to:

- comply with the terms and conditions of this Protocol
- comply with all relevant legislation
- apply the Information Commissioner's Data Sharing Code of Practice
- apply NHS and social care confidentiality standards where required by law (including those recommended by the Caldicott reports and the Department of Health 'Striking the Balance' guidance) and strive to adopt them as good practice where not required by law
- enter into local ISAs using the ISA template
- train staff in information sharing and publish/update guidelines on intranet sites and/or other appropriate formats.

3.0 Data covered by this Protocol

3.1 This Protocol applies to personal data as defined by Article 4 (1) of the GDPR as.

"any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person"".

In addition to electronic and paper records, this can include audio and video recording

3.2 The Protocol also applies special category data as defined by Article 9 (1) of GDPR as:

Processing of personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation

4.0 Terms and Conditions

4.1 The Parties agree to comply with the terms and conditions of this Protocol.

4.2 The Parties must only share personal information if:

- One or more of the requirements set out in Article 6 of the GDPR (for ordinary personal data), and, if appropriate, one or more of the requirements set out in Article 9 (for special categories of data) and Schedule 1 Parts 1, 2 and 3 of the DPA for personal information relating to criminal convictions/offences is met and
- this is reflected in the Parties' privacy notices or
- there is a relevant legal exemption under the DPA enabling the sharing of information

4.3 The Parties must be responsible for maintaining the accuracy of the data. The Party sharing the information must therefore ensure that the data is accurate and up to date before the data is disclosed. If any party becomes aware of any inaccuracies in shared data, they should inform the other party immediately for the data to be corrected or recalled.

4.4 The information shared by the Parties must be retained for only as long as is necessary and in accordance with its internal retention policies. The information must then be destroyed in a secure and confidential manner and the parties will notify each other when this is done.

4.5 The Parties must ensure appropriate security levels for personal information and handle the information accordingly. The information will be transferred securely between parties by whatever method chosen. The Parties will mark information according to whichever classification scheme it falls under and keep it securely, e.g. in a locked cabinet or secure shared areas.

4.6 The Parties must adopt good internal data management practice in respect of specific information sharing arrangements. The ISA for these arrangements will include the following expectations of the Parties to the ISA

5.0 Subject Access Requests

5.1 The Parties will provide access to individual's personal information under Article 15 of GDPR and the DPA in accordance with the subject access request procedures of the Parties and specifically the Party to whom a request has been made.

6.0 FOIA Requests

6.1 The Parties acknowledge that their dealings may become the subject of FOIA requests and recognise that the legal time limit for providing information is 20 working days. The Parties will work together in dealing with any requests they receive by notifying the other Parties as soon as they receive a request and providing all necessary assistance, cooperation and information to handle the request. Where the Party receiving the request is not the party that should respond, they shall not respond directly to the request unless authorised to do so.

7.0 Breaches of confidentiality/security

7.1 The relevant Parties must report all breaches of confidentiality/information security to the information governance leads of the Parties. Examples of breaches include:

- Unauthorised disclosure of personal information
- Inadequate security arrangements and/or the inappropriate use of such arrangements
- Data loss

7.2 Each breach must be investigated in line with the relevant Party's incident/data breach management policy/procedure.

7.3 The breaching Party must inform the information governance leads of the other relevant Parties of the progress of the investigation and the outcome.

8.0 Complaints

8.1 All complaints and the nature of the complaint must be reported to the appropriate representative of the relevant Parties. The Party receiving the complaint should deal with it in accordance with its complaints policy/procedure. The Party subject to a complaint will inform other relevant Parties of the progress of the investigation and the outcome of the complaint.

8.2.1 In respect of a complaint to more than one Party, the relevant Parties must agree a joint process for handling the complaints including arrangements and timescales.

9.0 Other Requirements

9.1 Where appropriate, the Parties must ensure that their staff observe the relevant statutory and professional codes of conduct

9.2 The Parties must ensure that only staff who need to have access to the information will have access to it.

9.3 All staff of the Parties who have access to the personal information must maintain the security and confidentiality of the information and these obligations should be incorporated into their contracts of employment, so that any breach would have disciplinary consequences.

9.4 All staff employed by the Parties with access to the information must:

- uphold the general principles of confidentiality
- follow this Protocol and seek advice when necessary
- share information in accordance with the relevant ISA
- take responsibility for safekeeping any information they handle
- know how to handle information safely and securely including requesting proof of identity or taking steps to validate the authorisation of another before disclosing any information
- understand that any breach of privacy or confidentiality is unlawful and a disciplinary matter that could lead to their dismissal and, in certain cases, criminal proceedings

9.5 The Parties must enter into formal ISAs for specific information sharing arrangement setting out the terms of the arrangements in accordance with Appendix A of this Protocol

9.6 No sharing of personal information should go ahead without an ISA in place, unless there are exceptional circumstances that prevent this and the requirements of the ISA are met.

9.7 The Parties agree that a record and copies of ISAs should be maintained by the Norfolk and Suffolk Health and Care Partnership (NWHCP) Information Governance Group where the Parties to the ISA agree to this.

10.0 Legal Status

10.1 This Protocol is not intended to be legally binding between the parties.

11. Review Arrangements

11.1 The NWHCP IG Group shall maintain a channel of liaison with Norfolk wide personal information sharing initiatives and any NHS and local authority national initiatives.

11.2 The Parties may request an extraordinary review of the Protocol at any time where a joint discussion or decision is necessary to address local service developments.

11.3 No variation, waiver or modification of any of the terms of this Protocol shall be valid unless in writing and signed by or on behalf of the authorised representatives of the Parties

11.4 Where a new iteration of this Protocol is issued after review, all signatories will automatically novate to the new version.

12.0 Signatories to and data of the Agreement

12.1 The Parties may enter into this Protocol by signing the Protocol below at Paragraph 12.4 or by email with electronic signature from the signatory to the Protocol to the Chair of the NWHCP IG Group stating:

- The title and version number and date of this Protocol
- The appointment held by the signatory

- Their address (postal and email) and telephone numbers
- They are duly authorised to enter into this Protocol on behalf of their organisation
- The organisation agrees to implement the terms of this Protocol
- The date that compliance with the Protocol will commence

12.2 The undersigned agree to implement the terms of this Protocol and each person signing this Protocol represents and warrants that he or she is duly authorised to sign and deliver this Protocol:

12.3 A list of all signatories will be published on the Norfolk County Council website.

12.4 Details of Signatory

Party/ Organisation	Name and Role of signatory	Signature	Date

13.0 Date of Issue, Version Number and Amendments

13.1 The Protocol is dated 1 April 2021.

13.2 This is version 4.0 of the Protocol.

13.3 All amendments are shown in the table below. They are also are identified in the left margin.

Para	Page	Rationale for Change
All	All	Grammatical and formatting errors amended
All	All	Paragraph numbering updated. Wording remains unchanged unless otherwise stated.
2.3	2	In second sentence added: *exemplar,* to the reference to the the template inferring that it may be modified as necessary between parties.
3.1	3	Amended to use the definition of personal data from GDPR
3.2	3	Amended to use the definition of special category data from GDPR
4.2	3	The example of consent was removed. Reworded to only require meeting conditions
9.7	5	Change to reflect current name of IG Group
11.1	5	Change to reflect current name of IG Group
11.4	5	New paragraph added to allow the automatic novation to newer versions

12.1	5	Change to reflect current name of IG Group
12.3	6	New paragraph self-explanatory added
App A	7	In the title added: *exemplar,* to the reference to the the template inferring that it may be modified as necessary between parties.

Appendix A

Exemplar Template Information Sharing Agreement

1	**Introduction**
	1.1 This Information Sharing Agreement (ISA) facilitates the lawful, safe and secure sharing of information in accordance with the General Data Protection Regulation (GDPR), Data Protection Act 2018 (the DPA), the Freedom of Information Act 2000 (the FOIA) and the Human Rights Act 1998 . For the purposes of this Agreement, [*name the party*] shall own the data and act as Data Controller(s). 1.2 The parties to this ISA are the parties set out in paragraph 2 below (the Parties) 1.3 This ISA sets out the roles and responsibilities of the Parties in relation to the information that is to be shared.
2	**Parties to the Agreement**

Organisation	Address	Contact Name and Details
Norfolk County Council	County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DH	(The Discloser/Recipient) *[They might be both i.e. both parties are imparting data]*
		(The Discloser/Recipient)

3	**Purpose of the Agreement**
	3.1 The ISA is necessary to: *[List – examples are set out below:* • *improve the life circumstances and outcomes of children, young people and their family members;* • *reduce the number of children and young people whose life circumstances and experience make them at risk of harm;* • *reduce anti-social behaviour and crime.* • *increase school attendance* 3.2 The risk(s) of not sharing this information is/are: *[List - examples are set out below:]* • *Failure to detect or prevent a crime;* • *Failure to provide adequate health, education or social work services with the consequences of this for individuals*
4	**Agreement**
	4.1 The Parties agree to the terms of this ISA. 4.2 This ISA incorporates the terms of the Norfolk Information Sharing Protocol dated [ ] (the Protocol) including the arrangements for subject access requests, freedom of information requests, complaints and data breaches.

	4.3 For the sake of clarity, if the ISA and the Protocol are not compatible or contradict each other in any way, this ISA will take precedence over the Protocol.
5	**Information to be shared**
	5.1 The personal data to be shared by the Discloser to the Recipient will be as follows • *[List personal data items to be shared, e.g. name, dob, service details, etc]* 5.2 The personal data will include special categories of personal data as follows: • *[List]* 5.3 The personal data will include criminal convictions personal data as follows: • *[List]* 5.4 The personal data listed at paragraphs 5.1, 5.2 and 5.3 above will be referred to as "the Information."
6	**Lawful basis for sharing**
	6.1 The sharing of the Information meets one of the conditions for processing under the GDPR and DPA as follows: 6.1.1 For ordinary personal data the relevant lawful processing condition under Article 6 of the GDPR is: [*set out the condition]* *If Art 6 (1) (e) is being used - i.e. necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller – set out the relevant statuto functions of the parties below* 6.1.2 For special category data the relevant lawful processing condition under Article 9 of the GD is: [*set out the condition]* *If Article 9(1) (g) GDPR and s10 and Sched 1 and part 2 DPA is being used –i.e. necessary for exercise of a function conferred by an enactment or rule of law and necessary for reasons of substantial public interest set out the relevant statutory functions of the parties below or refer to t functions above* 6.1.3 For criminal convictions data set out one or more conditions under Schedule 1 Part 3 of the DPA. *If paragraph 36 is being used –i.e. necessary for exercise of a function conferred by an enactme or rule of law and necessary for reasons of substantial public interest set out the relevant statuto functions of the parties below or refer to the functions above* 6.2The Information will be relevant to the stated purpose(s) of this agreement and the minimum necessary to achieve the purpose(s). *6*.3 In all other respects the Discloser has concluded that the sharing of the Information is fair and lawful. In assessing this, the Discloser has considered the GDPR, the DPA, the common law duty of confidentiality and the Human Rights Act 1998. *[NB The Discloser must set out these considerations writing in a separate internal note to show a documented trail of decision-making if challenged]*
7	**Process for sharing**
	7.1 The Information will be shared in accordance with the following process:

	Party	Statutory Function
6.1.1		
6.1.2		

	[set out the how the sharing will take place if necessary]
8	**Information security**
	8.1 Each Party must ensure that they have appropriate security arrangements in place and take all reasonable steps to adequately protect the Information from both a technological and physical point view 8.2 The Information will be transferred securely by the *[*Discloser to the Recipient by way of *[e.g. pos email, electronic transfer, etc]* including taking measures where necessary to ensure that only the intended recipient can view it, either through personal signing for post or encryption technology 8.3 The Recipient *will* mark the Information according to whichever classification scheme it falls unde and as confidential and keep it securely in [*e.g. locked cabinets, secure shared areas, etc*] 8.4 *[Restrictions on making of copies of the Information]* 8.5 The Information or any part of it will not be transferred to a country or territory outside the Europe Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data. Should any Party(ies) w to transfer information to a country outside the EEA they must liaise with their Data Protection Officer/Information Compliance Manager who will consult with the other Party(ies) prior to the release o any information provided by those Party(ies). In order to facilitate this, information should be clearly labe to identify the source Party
9.	**Access to personal information**
	9.1 The Recipient will ensure that only the following staff will have access to the Information: [*List of roles that will have access to the shared information and include levels of access .]* 9.2 Each Party will ensure that all individuals likely to come in contact with the Information are trai in the terms of this ISA and their obligations under the GDPR and DPA
10	**Information accuracy, use, retention and deletion**
	10.1 The accuracy of the Information will be the responsibility of the Discloser. The Discloser will therefore ensure that the Information is accurate and up to date before the data is disclosed. If the Discloser becomes aware of any inaccuracies in the Information, it should inform the other Party or Parties immediately in order for the data to be corrected or recalled. 10.2 The Recipient must only use the Information for the purposes set out in the Agreement at paragraph 3.1 above. 10.3 The Recipient must not share the Information with any third party without the written consent of the Discloser and subject to entering into an Information Sharing Agreement the terms of which must be approved by the Discloser. 10.4 The Information will be retained by the Recipient for [*set of the timescales that this information will be required for OR in accordance with retention schedules*]. The information will then be destroyed by the Recipient in a secure and confidential manner and the Recipient will notify the Discloser that this has been done.
11	**FOIA Requests/Breaches/Complaints/Subject Access Requests**
	11.1 For the sake of clarity this Agreement incorporates paragraph 9 of the Protocol in relation to: • Subject access requests

	• FOIA requests • Data breaches • Complaints
12	**Status**
	12.1 The Parties acknowledge that to the extent it shares with or receives Information from other Parties and either does not adhere to the terms of this ISA and the Act in the way it shares, receives or subsequently processes such personal data then the other Parties may incur liability *[It is assumed that the ISA will not be legally binding but, in the exceptional cases where the parties agree that the ISA will be binding (because, for example, because of the sensitivity of the information and/or the amount of information to be shared), the following clauses may be used:* • *This ISA is intended to be legally binding between the Parties* • *To the extent any Party ("the Indemnified Party") incurs legal liability to a third party because a Party ("the Indemnifying Party") has not complied with the terms of this ISA, the GDPR or the DPA, the Indemnifying Party will indemnify the Indemnified Party or Parties to the extent of the loss incurred, subject to all reasonable steps having been undertaken to mitigate that loss* *N.B. To create a legally binding agreement, it must be either by deed or there has to be consideration, usually derived from the reciprocal obligations of the parties. It is arguable either way whether there is sufficient consideration in this type of agreement, so if the Parties want to be sure, this ISA could be made into a deed.]*
13	**Review/termination of the agreement**
	13.1 This ISA will be reviewed by the Parties on …. 13.2 This ISA will end on …… or by notice in writing by one party to the other 13.3 A Party may suspend these arrangements in writing with immediate effect, in order to investigate and resolve any serious breach of this ISA 13.4 The obligations of confidentiality imposed on the Parties by this ISA shall continue in full force and effect after the expiry or termination of this ISA 13.5 [*Describe what happens to the information etc. on termination i.e. how it will be destroyed]*
14	**Information Governance Leads**
	14.1 The Information Governance Leads for the parties will be the governance leads assigned by each Party to have oversight of the Protocol.
15	**Signatories to Agreement and Date**

15.1 The undersigned agree to implement the terms of this ISA and each person signing this ISA represents and warrants that he or she is duly authorised to sign and deliver this ISA:

Party	Name of signatory	Post	Signature

15.2: This ISA is dated: …….