

INFORMATION SHARING PROTOCOL

Between

Perth & Kinross Council

And

Other organisation

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SUMMARY SHEET

TITLE

PURPOSE	Purpose
PARTNERS	Perth & Kinross Council and other organisation
Date ISP comes into force:	
Date of ISP Review:	
ISP Owner:	
ISP drawn up by:	
Location of ISP in force:	

VERSION RECORD

Version No.	Amendments Made	Authorisation
00.1	1 st version	

1 INTRODUCTION

- 1.1 Perth & Kinross Council and other organisation are explain what this protocol is for.

2 PURPOSE

- 2.1 The purpose of this protocol is to enable It will ensure that the sharing of the information meets the requirements of relevant legislation and provides staff with clear guidelines.

3 PARTNERS

- 3.1 This agreement is between Perth & Kinross Council, the local authority for the local government area of Perth, constituted in terms of Section 2 of the Local Government etc. (Scotland) Act 1994 and having its principal offices at 2 High Street, Perth PH1 5PH.

and

other organisation

4 POWERS

- 4.1 Describe any legislative powers which require or permit the sharing

This ISP fulfils the following requirements:

- The Data Protection Act 1998, Schedule 2 and 3 conditions
- The Human Rights Act 1998 (Article 8)
- any other relevant legislation

- 4.2 It should be noted that this agreement does not impose a duty to disclose information nor does it provide the power to demand disclosure.

5 PROCESS

5.1 TYPES OF INFORMATION TO BE SHARED

- 5.1.2 Perth & Kinross will / may (delete as appropriate) share personal data as follows: -

- Describe

and

sensitive personal data including:

- Describe

Other organisation may share:

- Describe

5.2 CONSTRAINTS ON THE USE OF THE INFORMATION

- 5.2.1 Both partners to this ISP agree that they will ensure that their use and disclosure of personal and sensitive personal data shall be in accordance with the Data Protection Act 1998. Information shared under this ISP will be used only for the purpose for which it is supplied but see paragraphs 5.2.3 to 5.2.5.
- 5.2.2 Personal or sensitive personal data must not be disclosed by any partner to this ISP to any third party (but see paragraphs 5.2.3 and 5.2.4) or used for any secondary purpose without the written consent of the partner that provided the information.
- 5.2.3 Personal or sensitive personal data **may** be disclosed to, or a secondary use made of that data by third parties, where any partner to this ISP is obliged to disclose as a result of court order or because the recipient of such data has a statutory duty obliging such disclosure. Each partner shall notify the originator of the information of any third party disclosure it is required to make in terms of this paragraph, and the notified party shall as soon as is reasonably practicable confirm whether it wishes to challenge the court order or statutory duty and provide the legal basis for doing so.
- 5.2.4 When a data subject makes a subject access request to any partner of this ISP, the receiver of the request must give careful consideration to Section 7 paragraphs (4), (5) and (6) of the DPA. If there is any doubt as to whether the information should be disclosed, advice should be sought from the partner who provided the information and the relevant DPO if necessary.
- 5.2.5 Each Partner will consult with the other upon receiving a request for information under Freedom of Information or Environmental Regulations to determine whether any exemption or exception applies and where the public interest lies. A response must be provided within five working days of the request or it shall be deemed that there is no objection to the release of the information.

After taking account of representations either partner may disclose the requested information provided they are satisfied no exemption or exceptions apply and it is in the public interest to disclose.

5.3 ROLES AND RESPONSIBILITIES UNDER THIS ISP

- 5.3.1 Each partner must provide a single point of contact (SPOC) who will work together to jointly solve problems relative to this ISP. The sharing

of information will only take place where it is valid and legally justified having regard to the purpose and principles underpinning this ISP.

5.3.2 The named post which will act as the SPOC for Perth & Kinross Council is:

Post

The named post which will act as the SPOC for other organisation is:

Post

The names, addresses and contact details of the SPOCs are at Appendix A.

5.3.3 The SPOCs will meet 6 monthly to review the data held to ensure the data comply with the data protection principles, in particular that the data are:

- adequate, relevant and not excessive in relation to the purpose for which the data are processed
- accurate and, where necessary, up to date
- not kept longer than necessary.

Data which do not comply with the above principles will where appropriate, be corrected or destroyed.

5.3.4 When a decision has been made by to share information, details of the disclosure will be kept detailing the party sharing the data: -

- information shared including any personal and sensitive personal data disclosed
- person to whom the disclosure was made
- date of the disclosure
- reason for the disclosure
- signature of person making the disclosure.

Each SPOC will maintain a register (clerical or electronic) which will hold details of all information shared. The SPOCs will be responsible for the retention and security of these registers.

5.3.5 The SPOCs must ensure that all requests for information satisfy the terms of this ISP.

The names, addresses and contact details of these individuals are at Appendix A.

5.4 SPECIFIC PROCEDURES

5.4.1 Information discovered to be inaccurate or inadequate for the specified purpose will be brought to the attention of the originator of the information. The originator will be responsible for correcting it and notifying the recipients of the corrections.

- 5.4.2 The sharing of information will be in writing using the 'Restricted – Request for Personal Information' agreed format. Replies to requests will be made within 14 days.

Information will only be shared by fax in cases of operational urgency. In these circumstances the person sending the fax must telephone the recipient who will wait by their fax machine. The covering page will then be sent and once the recipient has confirmed receipt, the remainder of the fax can be sent.

Verbal requests will only be dealt with when urgent. In such a case, the person making the request and the person receiving it will record, **at the time of the request:**

- the name and designation of the person to whom the information was given or from whom it was received
- details of the information given or received
- the purpose for which it was given or received
- the time date and place the information was given or received.

Any decision not to disclose information following a verbal request will also be recorded.

- 5.4.4 Any actual or apparent breach of the DPA by any employee of Perth & Kinross Council involving data under this agreement will be investigated by the Council. **Other organisation** will be informed of the situation as soon as possible and will be kept up-to-date with the situation

- 5.4.5 Any actual or apparent breach of the DPA by any employee of **other organisation** involving data under this agreement will be investigated by the **other organisation**. The Council will be informed of the situation as soon as possible and will be kept up-to-date with the situation.

5.5 RETENTION, REVIEW & DISPOSAL

- 5.5.1 Information will not be kept longer than is necessary for the purpose for which it is supplied and must therefore be deleted / destroyed when it is no longer required. The SPOCs will be responsible for the review of the information held. See paragraph 5.3.3 and 5.3.4 above relating to SPOC responsibilities. Each partner will review the information they hold in line with their own retention policy.

5.6 RVEIEW OF THE ISP

- 5.6.1 This ISP will be reviewed six months after the implementation date, and annually thereafter, but any partner can request a review at any time providing reasonable cause can be shown.

- 5.6.2 The review will be carried out by the SPOCs.

- 5.6.3 The reviewers will consider whether the:

- ISP is achieving its purpose
- information sharing is operating smoothly
- contact details require updating.

5.6.4 Any changes identified during the review must be agreed by all partners to this ISP.

5.6.5 Either partner may terminate this agreement at any time.

5.6.6 Either partner may request a copy of the other's Information Security Policy.

5.7 INDEMNITY

5.7.1 The receivers of information shared in accordance with the terms of this protocol will accept total liability for a breach of this ISP by any member of their staff should legal proceedings be initiated in relation to the breach.

6 SIGNATURES

6.1 By signing this ISP, all signatories accept responsibility for its execution and agree to ensure that staff are trained so that requests for information and the process of sharing itself is sufficient to meet the purpose of this ISP.

6.2 Signatories must also ensure that they comply with all relevant legislation.

Signed by an authorised signatory on behalf of Perth & Kinross Council:

Signature

Name

Title:

Date:

Signed by an authorised signatory on behalf of **other organisation**

Signature

Name

Title:

Date:

Appendix A – Names and contact details of SPOCs, persons responsible for ensuring all requests comply with this ISP and persons responsible for reviewing the ISP

ISP Title and Reference Number: Title

With effect from {enter date} the SPOC for Perth & Kinross Council is:

Name:

Position within organisation:

Address:

Contact telephone number:

E mail address:

With effect from {enter date} the SPOC for other organisation is:

Name:

Position within organisation:

Address:

Contact telephone number:

E mail address:

Any changes to the details of the SPOC should be made to this appendix immediately, stating the effective date, and attached to the ISP. The details of the previous SPOCs must also be retained.