**INFORMATION SHARING AGREEMENT**

**Governed by the**

**Cambridgeshire and Peterborough Information Sharing Framework**

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| **Title of Agreement** |  |
| **Agreement reference***(to be agreed by the lead partner on the agreement)* |  |
| **Parties** |  |
| **Agreement owner** |  |
| **Date of Agreement** |  |
| **Date for review of agreement** |  |
| **Version**  |  |

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| Overarching Principles |
| *These apply to all ISAs under the Cambridgeshire & Peterborough Information Sharing Framework*  |
| * A lawful basis under data protection legislation for sharing must be identified and clearly stated. If appropriate, a person’s common law consent for the sharing of confidential information may be required by the relevant provider when in contact with the service user.
* Partner organisations must also comply with any access to information legislation relevant to them such as FOI and EIR.
* Everyone sharing data under this Agreement is responsible for the quality of the data they are sharing.
* All partners must be aware of and take appropriate action to ensure that a data subject’s rights are met. Any such requests are to be notified to the appropriate operational lead and Data Protection Officer.
* Partners to this agreement undertake that information shared under the agreement will only be used for the specific purpose for which it was shared, in line with this agreement. It must not be shared for any other purpose outside of this agreement.
* Only employees, whether directly employed or acting on behalf of partners, who have a clear business need to access information shared will be provided with access.
* If there is a need to share additional information on a one-off-basis, the operational Lead Officers and the Data Protection Officers will consider whether the sharing is lawful and necessary to the agreement and document the considerations and/or findings, including any necessary consents sought
* Partners as receivers of information covered under this Agreement, accept liability for breaches of this Information Sharing Agreement or data breaches they are responsible for. If a breach of data occurs all SPOCs and DPOs associated with the relevant data or incident should be made aware by the lead organisation investigating the incident. The lead organisation must decide whether the Information Commissioner needs to be made aware.
* Each party undertakes to provide all reasonable assistance to another party in the case of a data breach, including reporting a breach to them within 24 hours of becoming aware of it.
* All partners must be aware and take appropriate action to ensure that a data subject rights are met. Any such requests are to be notified to the appropriate lead and Data Protection Officer. If any partner receives a rights request from a data subject which concerns data shared as part of this agreement, they will notify relevant partners and ensure that disclosure of any partners’ information is agreed or the subject is referred to the appropriate partner.
* The partners will take technical and organisational security measures to protect the data provided under this Agreement against any unlawful forms of processing in line with Article 32 of the GDPR
* Staff of the Organisations will operate to the standards laid out in this Information Sharing Agreement, and associated information governance, information security and records policies and codes of practice of each Organisation
* The Organisations will include details of this Data Sharing Agreement within their respective Records of Processing Activities in compliance with Article 30 of the UK GDPR. Information Flow Mapping and Information Asset Registers should also reflect where necessary.
* Partner organisations operate Fair Processing Notices in accordance with the UK GDPR and Data Protection Act 2018
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| Who is sharing information? |
| *Provide the names of all parties to the agreement and define if controller/processor. Guidance can be obtained from your Data Protection Officer.* |
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| Why is information being shared? |
| *Please provide a summary description of the project or link to a business case as an appendix. This should explain all of the purposes the information is being shared to achieve and the reasons/benefits for this. It must be necessary and proportionate for partners to share the information identified.* |
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| What is the lawful basis for sharing/processing? |
| *You should speak to your Data Protection Officer to confirm these. There should be one for personal data and, if appropriate, one for special category data.**If this based on one of our statutory duties then you should specify what this is such as the Children Act 2004 or the Care Act 2014* |
| Article 6 – Basis for processing personal data |
|  | Consent of the data subject; |
|  | Processing is necessary for the performance of a contract with the data subject or to take steps to enter into a contract |
|  | Processing is necessary for compliance with a legal obligation; |
|  | Processing is necessary to protect the vital interests of a data subject or another person; |
|  | Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller; |
|  | Processing is necessary for the legitimate interests of the data controller or a third party, except where such interests are overridden by the interests, rights or freedoms of the data subject.  |
| If a partner/partners are relying on a statutory basis/public task, then please specify what this is and identify the relevant legislation/statutory guidance: |
| Article 9 – basis for processing special category data |
|  | Explicit consent of the data subject; |
|  | Processing is necessary for carrying out obligations under employment, social security or social protection law, or a collective agreement; |
|  | Processing is necessary to protect the vital interests of a data subject or another individual where the data subject is physically or legally incapable of giving consent; |
|  | Processing is carried out by a not-for-profit body with a political, philosophical, religious or trade union aim. |
|  | Processing relates to personal data manifestly made public by the data subject; |
|  | Processing is necessary for the establishment, exercise or defence of legal claims or where courts are acting in their judicial capacity; |
|  | Processing is necessary for reasons of substantial public interest on the basis of EU or Member State law; |
|  | Processing is necessary for reasons of preventative or occupational medicine, for assessing the working capacity of an employee, medical diagnosis, the provision of health or social care or treatment or management of health or social care systems and services on the basis of EU or Member State law or a contract with a health professional; |
|  | Processing is necessary for the reasons of public interest in the area of public health; |
|  | Processing is necessary for archiving purposes in the public interest, or scientific and historical research purposes or statistical purposes. |
| If a partner/partners are relying on a statutory basis/public task, then please specify what this is and identify the relevant legislation/statutory guidance:  |

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| This information sharing complies with  |
| *You should explain how the sharing is compliant with the below:* |
| * UK General Data Protection Regulation
* Data Protection 2018
* Human Rights Act 1998
* The Common Law Duty of Confidentiality
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| What information is being shared? |
| *You should be specific about* * *the types of information being shared (i.e. contact details, medical information) ,*
* *the groups of data subjects it relates to (i.e. patients, customers)*
* *who is doing the sharing (i.e. community safety team, clinical leads) and*
* *where the information is held (i.e. a system or paper file)*
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| When the information is being shared?  |
| *Is this a one-off sharing? Is it ongoing? How frequent? Real time?*  |
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| How will the information be shared?  |
| *This must explain how you are sharing the information such as secure email, file share or use of a system. Above all it must be secure.* |
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| Where will the information be stored and how long for?  |
| *You should explain where the information is going to be stored by partners you are sharing with and how long for.* |
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| Has a Data Protection Impact Assessment been completed?  |
| *Confirm that the need has been considered and all risks have been identified and addressed. Identify which organisation completed the DPIA and the date of it.**You should attach the DPIA to this ISA.* |
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| When will this agreement by reviewed and who by?  |
| *It is important that the agreement is reviewed to make sure it remains fit for purpose. Identify which organisation will lead on this. You should also provide information on what happens when* |
| This Information Sharing Agreement will be reviewed **xxxx** months after its launch and **xxxx** thereafter. The organisation responsible for initiating this process is: **xxxx**. If this data sharing agreement is terminated then the following will be applied:*Explain whether information will be deleted or returned to controller* |
| The person for initiating the review is: |

**INFORMATION SHARING AGREEMENT**

**PARTNER SIGNATORIES**

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

Signatories must also ensure that they comply with all relevant legislation and with the provisions set out in the **Cambridgeshire and Peterborough Information Sharing Framework**.

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| 1 | Signed for and on behalf of xxx  |
| *(name)* | *(signature)* |
| *(date)* | *(position)* |
| 2 | Signed for and on behalf of xxxx  |
| *(name)* | *(signature)* |
| *(date)* | *(position)* |
| 3 | **Signed for and on behalf of xxxx** |
| *(name)* | *(signature)* |
| *(date)* | *(position)* |
| 4 | Signed for and on behalf of xxx  |
| *(name)* | *(signature)* |
| *(date)* | *(position)* |

**APPENDIX B: SPECIFIC POINTS OF CONTACT**

| Organisation | Member of the Cambs Information Sharing Framework? | Department(s) | Lead Signatory NB: indicate if Specific Point of Contact (SPOC) | Data Protection Officer or Information Sharing Lead Specific Point of Contact (SPOC) |
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