



# Robert Clack School

## Information Sharing Policy

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*Policy amendments may occur at any time and you should consult the Policies page on the website for the latest update.*

# Controlled Document

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**Author:** Data Protection Enterprise, Data Protection Consultant

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**Owner:** Headteacher

## Version Control:

Version	Date	Author	Description of Change
1	12/09/2018	Data Protection Enterprise <a href="http://www.dataprotectionenterprise.co.uk">www.dataprotectionenterprise.co.uk</a>	New Policy

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## **1. Introduction**

Sharing information across professional boundaries can bring many advantages, not least to ensure effective co-ordination and there is a need for a joint approach in the creation of robust frameworks within which information can be shared effectively, lawfully and securely.

Information sharing does of course, present risks and these need to be managed correctly. We need to ensure that Information Sharing is carried out fairly and lawfully and in adherence with the General Data Protection Regulations (GDPR) and Data Protection Act 2018.

## **2. Purpose and Scope**

This policy details the overarching framework specifically for the sharing of personal information, or “personal data” (defined 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), shared between the School and other partners, public, private or voluntary sector organisations. It focuses on the requirements for sharing “personal data” about service users in a safe and appropriate way.

This document is applicable to all staff (including but not limited to employees, contractors, agency workers, consultants, and interims) who have been permitted access by the School to use or access school data on its behalf. It further includes School Governor’s when acting on behalf of the School.

## **3. What is Information Sharing?**

Information sharing means the disclosure of information from one or more organisation to a third party organisation or organisations, or the sharing of information internally.

Information sharing can take the form of:

- A reciprocal exchange of information
- One or more Schools providing information to a third party or parties;
- Several organisations pooling information and making it available to each other;
- Several organisations pooling information and making it available to a third party or parties;
- Different departments of the School making information available to each other;
- Exceptional, one-off disclosures of information in unexpected or in emergency situations

## **4. Deciding to share personal data**

Personal data sharing is not an automatic assumption and there must be:-

- a clear objective or set of objectives as to what the sharing is meant to achieve
- a legal basis
- some form of active communication where the individual knowingly indicates consent
- A valid information sharing agreement in place unless exceptional circumstances apply.

Information sharing must only be done in adherence with the General Data Protection Regulation and Data Protection Act 2018 in line with the Information Commissioner's Data Sharing Code of Practice [www.ico.org.uk](http://www.ico.org.uk)

Sharing information without an individual's knowledge is permitted for:-

- the prevention or detection of crime
- the apprehension or prosecution of offenders; or
- the assessment or collection of tax or duty
- Safeguarding / Child Protection

## 5. Benefits of Information Sharing Agreements

Information Sharing Agreements provide the following benefits:-

- **Helps to promote information sharing** – by setting standards agreed by all parties an information sharing agreement (ISA) will help remove barriers which often hinder effective information sharing. It will allow us to deliver high quality integrated services and make us more effective in the way we work.
- **Inspiring public trust by helping to ensure compliance with legislation and guidance** – organisations who sign up to an ISA are confirming that they will comply with the procedures which accompany it whenever information is shared and that they will abide by the monitoring arrangements set within it. This not only ensures compliance with legislation but also improves the public's confidence that legally required safeguards are in place and information will be correctly processed and protected.
- **Avoiding duplication of agreements and guidance** – this policy and any associated ISA's provides detailed guidance around all information sharing arrangements. This means that there is no need to duplicate information when drafting specific agreements. By signing up to the ISA, organisations agree to ensure that all agreements established between organisations sharing information for a common purpose are consistent with the agreed ISA and template agreement.
- **Transparency** – demonstrates the willingness of signatory organisations to be transparent in their information sharing practices.
- **Reduced reputational risk** – by ensuring we have the correct processes in place we limit inappropriate or insecure sharing of personal data.
- **Increases understanding** – with clear information sharing agreements people will gain a better understanding of knowing when it is or isn't acceptable to share information. This also minimises the risk of a breach occurring and possible enforcement action from the ICO.
- **Details the specific arrangements** who we need to share information for a common purpose or project. This is important as it provides all parties with clear instructions and information as to how the sharing will work and what the legal restrictions are.

- **Formalise the decision taken** to share and ensure that all Data Protection requirements have been accounted for.

## **6. Data Privacy Impact Assessments (PIA's)**

It is good practice to carry out a privacy impact assessment before entering into any data sharing arrangement. This will assist in identifying and reducing the privacy risks. A DPIA enables the School to systematically and thoroughly analyse how a particular project or system will affect the privacy of the individuals involved and identify and mitigate risks at an early stage.

A DPIA should be considered as part of any information sharing agreement.

## **7. Process**

All ISA's should be drafted using the School's standard Information Sharing Agreement Template and approved by the DPO (Appendix 1). The DPO should be consulted when it is believed an ISA is required.

You must ensure when entering into any regular information sharing arrangements that an Information Sharing Agreement is in place and that it states a clear and lawful legal basis to allow the sharing to take place and it is agreed by all parties and approved by the DPO.

All information sharing agreements must be regularly reviewed and will be stored centrally by the School and published on the School's website.

## **8. Policy Review**

This policy will be reviewed annually by the DPO. In addition, changes to legislation, codes of practice or commissioner advice may trigger interim reviews.

## TEMPLATE

# Information Sharing Agreement

***Enter Name of Agreement (i.e Safeguarding)***

<b>Purpose:</b>	<i>Enter the purpose of the agreement (i.e. To provide information on pupils requiring intervention for the purpose of Safeguarding)</i>
<b>Partners:</b>	<b>Robert Clack School</b> <i>List all other partners</i>
<b>Date:</b>	
<b>Review Date:</b>	
<b>ISA Owner:</b>	
<b>ISA Written by:</b>	
<b>Protective Marking:</b>	NOT PROTECTIVELY MARKED

## Version Record

Version Number	Amendments Made	Authorisation
1		

## 1. INTRODUCTION

The reason for this Information Sharing Agreement (ISA) outlined in this document is *(insert reason i.e vital to safeguarding and promoting the welfare of children and young people. A key factor in many Serious Case Reviews has been a failure to record information, to share it, to understand its significance and then take appropriate action.)*

## 2. Purpose of this Agreement

The purpose of this agreement is to *(insert the purpose i.e facilitate the lawful sharing of information in order to safeguard children and young people, when sharing information in response to managing child protection concerns, and when these are encountered amongst the children, young people and families they are working with.)*

This document is not a legally binding document, it aims to provide the basis for an agreement between those listed in section 3 and engaged in *(Insert the purpose i.e safeguarding)* to facilitate and govern the efficient, effective, and secure sharing of good quality information. It sets out:

- The principles underpinning information sharing.
- The general purposes for information sharing.
- The responsibilities and commitments of partners to this agreement.
- The arrangements for monitoring and review.

This agreement aligns with any other agreement to which partners may already be signatories and does not in any way supersede those existing agreements.

It is not intended that this agreement be definitive or exhaustive, it is recognised that as policy develops and implementation arrangements mature, this agreement will need to be reviewed and amended considering new information sharing requirements to ensure that it is 'fit for purpose'.

## 3. Partners

This agreement is between the following partners:

Robert Clack School

*List all partners*

For the development of the *(Enter name of ISA)* to be successful it is essential that all partners engaged in its development and implementation are empowered and committed to share good quality and relevant information in a responsible and secure way.

## 4. Powers

This agreement fulfils the requirement of the following:

*Enter legal gateways ie:*

*General Data Protection Regulation 2016/679*

*Data Protection Act 2018*

*Crime and Disorder Act 1998*  
*The Human Rights Act 1998 (article 8)*  
*Children Act 2004*  
*The Human Rights Act 1998 (article 8)*  
*Education Act 2011*  
*(delete those not applicable)*

*This list is not exhaustive*

As stated above this agreement covers the sharing of information between all partners listed in section 3 above and who are identified as holding relevant information for the purposes of developing, implementing, monitoring, and evaluating *(Name of ISA)*

## **5. PROCESS**

This agreement has been formulated to facilitate the exchange of information between partners. It is, however incumbent on all partners to recognise that any information shared must be justified on the merits of each case.

### **5.1 TYPES OF INFORMATION TO BE SHARED**

The following are the types of data that may be proportionate, relevant and necessary to share between partners for the purposes of *(insert purpose e.g safeguarding children)*.

*List the types of information each partner will share i.e*

*Surname*

*Forename*

*Address*

*Contact information and Next of Kin*

*Family information regarding siblings*

*Names of key workers/staff involved*

*Alleged perpetrator and their relationship to the victim*

*Health information (GP/Health Workers involved)*

*Photos of injuries sustained*

*Child Protection Plans and associated documentation*

*Any other relevant information (relevance must be evidenced)*

### **5.2 CONSTRAINTS ON THE INFORMATION TO BE SHARED**

The information shared must not be disclosed to any third party, other than those partners signed up to this agreement, without the written consent of the partner that provided the information.

All partners signed up to this agreement must store the information securely and delete when it is no longer required for the purpose for which it is provided.



The Specific Personal information shared may only be shared for the purpose of this agreement. This information must not be shared with other parties not signed up to this agreement without the express permission of the data subject.

'Personal Data' means 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.

### **5.3 CONSENT**

Explicit consent will be sought from data subjects in accordance with school policies and procedures where it has been identified as a necessary condition for the processing of the information as set out in the General Data Protection Regulation 2016/679.

Where consent is required it is the responsibility of partners to seek consent from their data subjects to share information for the purposes identified.

Where consent is refused or withdrawn by the data subject that information will not be used unless there is a risk of harm to the individual or others.

It should be made clear to the data subject/s the circumstances under which information will be shared with other partners without their consent and the implications to them of not being able to share their information.

Consent is not required if information is required by law through a statutory duty or by a court order. Consent will also not be sought if in doing so would:

- Place a person (individual, family member, staff or a third party) at increased risk of significant harm;
- Prejudice the prevention, detection or prosecution of a serious crime;
- Lead to an unjustified delay in making enquiries about allegations of significant harm to an adult

If consent has not been sought, or sought and withheld, it must be considered if there is a legitimate purpose for sharing the information and if it is in the public interest to share.

### **5.4 ROLES AND RESPONSIBILITIES UNDER THIS AGREEMENT**

Each partner must appoint a single point of contact (SPoC). The sharing of information must only take place where it is valid and legally justified.

All partners signed up to this agreement are both receivers and disclosers of information. For the purposes of this agreement each partner will be data controllers in common - sharing a pool of personal data, disclosing data to each other but with each processing the data independently of the other(s).

Each Partner maintains responsibility for Freedom of Information Requests and Subject Access Requests.

## 6. SPECIFIC PROCEDURES

### 6.1 Data will be supplied in the following format:

*Explain here how data will be transferred i.e*

- *Data will be provided in an Excel Document which will be password protected*
- *Data will be sent via secure e-mail. Where secure email cannot be accessed information may be sent using an alternative secure methodology, such as a password protected document. In such cases, the password and password protected document must be sent via different methods eg if the document is sent by e-mail the password should be phoned across.*

Where possible requests for information must be made in writing using the 'RESTRICTED – Request for Personal Information' Form. See Appendix 2

Replies to requests will be processed within 14 working days unless the matter is urgent where a date should be specified on the Request Form.

Each request for information will be assessed on an individual basis. The request form must state:

1. Full details of the organisation requesting the information
2. Full details of the individual requesting/receiving the information
3. The reason for the request and the purpose for which it is to used
4. The legal gateway and/or policing purpose that exists to allow the exchange of information to take place

Each request and disclosure of information must be on the school's headed paper.

Exceptions to this include:

- Information shared during multi-agency meetings.

Any partner who is a signatory to this information sharing agreement may call a multi-agency meeting. Sensitive and Personal information may be shared if relevant and necessary.

If there is a more specific Information Sharing Agreement covering the information to be shared that agreement will supersede this document.

The partner requesting the meeting will be responsible for ensuring that the meeting is appropriately chaired, that all persons in the meeting represent organizations who are signatories to this Information Sharing Agreement and that they have relevant information regarding the problem or individual to be discussed.

If anyone present at the meeting is not a partner to this agreement then it is the responsibility of the Chairperson to ensure that those individuals sign a 'Confidentiality Statement' (Appendix 3) before the meeting begins.

The Chairperson will issue a warning at the start of the meeting to inform all those present that all information shared will be confidential and not disseminated outside of the meeting without agreement from the owner of the information and all persons attending the meeting must sign an attendance sheet and this warning should also be written at the top of the meeting attendance sheet. See Appendix 4

The partner calling the meeting will be responsible for ensuring accurate minutes are made of the meeting and any actions arising. This partner will also retain a file that will contain all minutes and copies of any documents used during the meeting and any subsequent meetings. This file will be retained until the problem is appropriately dealt with and then until any appeal or civil action has been completed.

- Information shared during telephone discussions between agencies to assist in an informed decision as to an appropriate course of action.

Information shared during a telephone discussion between agencies will be recorded outlining the details. Further to this the agency representative sharing the information must be satisfied of the identity of the person with whom they are sharing the information.

- Where the information refers to a victim or witness, their written consent must be obtained however, professionals may share information without consent of the subject in order to protect the vital interests of the person and/or:
  - Seeking permission might place another person at serious risk of significant harm;
  - Such action might reasonably assist in the prevention or detection of serious crime

## **6.2 Key Principles:**

In signing up to this agreement the signatories agree and commit to the following principles:

- This agreement aims to align with individual partners statutory, legal, and common law duties This agreement is to be entered into alongside any existing protocols, procedures, policies and guidance to which the partner already adheres and does not supersede them.
- Information will only be used for the purposes stated in this agreement.
- Partners comply with the requirements of the General Data Protection Regulation and in particular, the Data Protection Principles
- Partners support, endorse and promote the accurate, timely, secure, and confidential sharing of information for the purposes stated in this agreement.
- Where it is agreed that it is necessary to share personal information it will be shared only on a 'need to know' basis and this will be detailed in the individual information sharing agreements.
- Personal and sensitive Information will only be shared under this agreement where there is a statutory power to do so and the conditions for processing as determined in the DPA and GDPR can be met.

- Partners agree to ensure that data sharing takes place in accordance with their legal, statutory, and common law duties and that responsibility for ensuring that they have adequate notifications, privacy notices, policies, procedures, and guidance to do so remains with them.
- Signatories agree to the roles and responsibilities set out in section 5.
- All information will be supplied in line with the relevant standards for information quality and security

## 7. REVIEW, RETENTION, AND DISPOSAL

Partners to this agreement undertake that personal data shared will only be used for the specific purpose for which it is requested. The recipient of the information is required to keep it securely stored and will dispose of it when it is no longer required. Partners may request a copy of information security policies when sensitive personal data is to be shared.

The recipient will not release the information to any third party without obtaining the express written authority of the partner who provided the information.

## 8. REVIEW OF THE INFORMATION SHARING AGREEMENT

This ISA will be reviewed annually. The nominated holder of this agreement is Robert Clack School.

## 9. INDEMNITY

Partners as receivers of information will accept total liability for a breach of this Information Sharing Agreement should legal proceedings be served in relation to the breach.

## 10. SIGNATURES

By signing this agreement, 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 agreement. All signatures will be obtained separately and held on file with the original document held by the school and the names will be added to the list below.

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

### Single Point of Contact

Organisation	Name (SPoC)	Contact Number	Email
Robert Clack School			

### Signatories

Organisation	Name/Title	Signature	Date

**RESTRICTED****NOT TO BE DISCLOSED TO UNAUTHORISED PERSONNEL****REQUEST FOR THE DISCLOSURE OF INFORMATION**

Data Protection implications must be considered before information is disclosed or transferred and all requests for information must be documented.

<b>TO:</b>	<b>For the attention of:</b>
<b>FROM:</b>	<b>(organisation requesting information)</b>
<b><u>Details of Information Required</u></b>	
<b>Name of person(s):</b>	
<b>Any previous/alias names:</b>	
<b>Current address:</b>	<b>Previous address (if any):</b>
<b>Postcode:</b>	<b>Postcode:</b>
<b>How long at current address:</b>	
<b>Date of birth:</b>	<b>Gender:</b>
Consent from the individual concerned has been obtained: <input type="checkbox"/> Yes <input type="checkbox"/> No	
The information required and why:	
The legal gateways that you are requesting this information that apply:-	
I confirm that the personal or sensitive personal information is required for the following purpose and will NOT be disseminated to any other third party	

Failure to provide the information will result in:

Person requesting information: (This is the named individual requesting the information who has the responsibility for using the information received in accordance with the Information Sharing Agreement)

Print Name:

Role/Position:

Signed:

Contact telephone number:

Authorised by:-

Date:

**For completion by disclosing organisation**

Information Disclosed:

Supervisor: Approval required

Approval not required

Name:

Position:

Signature:

Details of individual disclosing information: (This is the named individual who is authorised to disclose the information in accordance with the stated purpose and with due regard to the General Data Protection Principles)

Name:

Position:

Signature:

Contact Tel No:

Email:

Date:

### CONFIDENTIALITY AGREEMENT

To enable the exchange of information between attendees at this meeting to be carried out in accordance with the General Data Protection Regulations and the Data Protection Act 2018, the Human Rights Act 1998 and the common law duty of confidentiality, all attendees are asked to agree to the following. This agreement will be recorded in the minutes.

1. Information can be exchanged within this meeting for the purpose of identifying any action that can be taken by any of the agencies or departments attending this meeting to resolve the problem under discussion.
2. A disclosure of information outside the meeting, beyond that agreed at the meeting will be considered a breach of the subjects' confidentiality and a breach of the confidentiality of the agencies involved.
3. All documents exchanged should be marked 'Restricted – not to be disclosed without consent'. All minutes, documents and notes of disclosed information should be kept in a secure location to prevent unauthorised access.
4. If further action is identified, the agency(ies) who will proceed with this action(s) should then make formal requests to any other agencies holding such personal information as may be required to progress this action quoting their legal basis for requesting such information. Information exchanged during the course of this meeting must not be used for such action.
5. If the consent to disclose is felt to be urgent, permission should be sought from the Chair of the meeting and a decision will be made on the lawfulness of the disclosure such as the prevention or detection of crime, apprehension or prosecution of offenders, or where it is required to prevent injury or damage to the health of any person.

This confidentiality agreement is in relation to the \_\_\_\_\_ meeting(s)

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Representing (School/Organisation): \_\_\_\_\_

MEETING ATTENDANCE SHEET

MEETING: \_\_\_\_\_

DATE: \_\_\_\_\_

The persons listed below agree that any information received during the course of this meeting will remain confidential at all times. Persons named below are prohibited from disclosing/using any information received/obtained without the authority of the appropriate Data Controller. Any processing of data without the appropriate authority is an offence under the General Data Protection Regulations and the Data Protection Act 2018.

ORGANISATION	NAME	ROLE	SIGNATURE



