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| Personal Information Sharing Agreements are intended for use when personal data is to be shared in a two way flow between **two or more** Data Controllers to another for a specific purpose.  |

**Personal Information Sharing Agreement**

**1. Introduction**

1.1 This Information Sharing Agreement (“**Protocol**”) sets out the terms of the sharing of Personal Information as defined under Data Protection Legislation.

1.2 **“Data Protection Legislation”** means the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and, to the extent that it deals with data protection, the E-Commerce Directive 2000/31/EC together with any legislation, regulations or codes of practice made there under.

1.3 Where relevant, each organisation should seek the agreement of their nominated Data Protection Officer before signing this Protocol.

**2. Managing the protocol**

2.1 The Organisations involved in this Protocol are:

………………………………………………….and………………………………………

2.2 In relation to the following activities:

………………………………………………………………………………………………

2.3 For the duration of:

………………………………………………………………………………………………

2.4 This Protocol is owned equally by all/both partner organisations and is co-ordinated and administered on their behalf by:

…………………………………………………………………………………………..

2.5 This Protocol will be reviewed annually and routinely reviewed following changes in Data Protection Legislation.

**3. Lawful Basis**

3.1 For the purpose of this Protocol the lawful basis for processing data are as follows for Article 6 data:

 …………………………………………………………………………………………

3.2 If processing special categories of data, confirm the Article 9 basis relied upon:

 …………………………………………………………………………………………

**4. Sharing Information**

4.1 The purpose of this Protocol is:

 …………………………………………………………………………………………..
 …………………………………………………………………………………………..

4.2 The information to be shared between signatory organisations is:

|  |  |  |  |
| --- | --- | --- | --- |
|  | Information | Data Controller Organisation | Owner |
| 4.2.1 |  |  |  |
| 4.2.2 |  |  |  |
| 4.2.3 |  |  |  |
| 4.2.4 |  |  |  |

**5. Data Controller(s)**

5.1 The Data Controller for the information to be shared is listed above along with the role (owner) which has operational responsibility for the data. The registration number and named contacts for each Data Controller organisation are:

|  |  |  |  |
| --- | --- | --- | --- |
| Organisation | Registration Number | Named Person | Contact Details |
|  |  |  |  |
|  |  |  |  |

5.2 The personal Information must only be used for the purposes stated in paragraph 4.1 of this Protocol. The prior written agreement of the Data Controller must be sought before using shared information for any other purpose.

5.3 The partner organisations receiving shared personal information must review the need to continue to hold it after ……….*(Period or date)* and must destroy it after ……….. *(Period or date).* The outcome of review or destruction must be notified to the relevant Data Controller.

**6. Information Quality**

6.1 The quality assurance checks generally applied within (originating organisation) are:
……………………………………………………………………………………………………………………………………………………………………………………

6.2 Partner organisations receiving shared Personal Information are responsible for applying relevant quality assurance before using the Personal Information.

6.3 If Personal Information is found to be inaccurate, it is the responsibility of the partner organisation discovering the inaccuracy to notify the Data Controller. The Data Controller will ensure that the source data is corrected and will notify all recipients, who will be responsible for updating the Personal Information they hold.

**7. Information format and frequency**

7.1 The format in which the Personal Information will be shared is:

 …………………………………………………………………………………………..

7.2 The frequency with which the information will be shared is: Daily/Weekly/Monthly/Where necessary

**8. Information security and confidentiality**

8.1 Methods of transfer (Detail specific agreed methods of secure transfer, including: electronic methods of transfer, such as secure portals, encryption, non electronic methods of transfer such as recorded delivery etc).
……………………………………………………………………………………………………………………………………………………………………………………

8.2 When storing data security will be achieved through:
 ………………………………………………………………………………………….
 ………………………………………………………………………………………….

8.3 No information provided by partners to these procedures will be released to any third party without the permission of the owning organisation.

8.4 Organisations receiving shared information will:

8.4.1 ensure that their employees are able to access only the shared information necessary for their role;

8.4.2 ensure that their employees are appropriately trained so that they understand their responsibilities for confidentiality and privacy; and

8.4.3 protect the physical security of the shared information.

**9. Consent to share personal information**

9.1 It is generally good practice to seek the consent of service users. However, organisations agree that disclosure without consent is lawful if certain conditions are met. For example, Personal Information may be shared when anonymised or another lawful basis applies to the sharing.

9.2 Occasionally, an individual may refuse to give consent to share information. Where it is lawful to share such in spite of the refusal, the Data Controller must record the refusal of consent and the reasons for overriding that refusal.

9.3 The Data Controller is responsible for ensuring that data subjects are advised that their information is being or may be shared.

**10. Complaints**

10.1 The organisations will use their standard organisational procedures to deal with complaints from the public arising from information sharing under this Protocol.

10.2. If the complaint affects more than one organisation it should be brought to the attention of the appropriate complaints officers who should liaise to investigate the complaint.

**11. Personal Information Sharing Agreement**

11.1 Each Organisation undertakes to implement and adhere to this Protocol.

11.2 Each organisation undertakes to ensure that its organisational procedures are consistent with this Protocol.

11.3 A copy of this Protocol must be shared with the Data Protection Officer of each organisation.

|  |  |
| --- | --- |
| Organisation 1: |  |
| Signed: |  |
| Date: |  |
| Name: |  |
| Position: |  |

|  |  |
| --- | --- |
| Organisation 2: |  |
| Signed: |  |
| Date: |  |
| Name: |  |
| Position: |  |