

DATA SHARING AGREEMENT

Version: 1.0 – March 2017

Local Reference	
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1. Introduction

This Data Sharing Agreement (DSA) sets out how information will be shared between signatories to this agreement. The Agreement supports the overarching Data Sharing Framework Protocol in place between partners within the Armed Forces Covenant partnership and aims to ensure compliance with the relevant legislation and the statutory Data Sharing Code of Practice.

Whilst the over-riding benefits of sharing are recognised in the public community there is also an expectation to ensure only the minimum necessary amount of Person Identifiable Data (PID) or Personal Identifiable Information (PII) is shared, with those with a legitimate right or reasons in accordance with the principles of the Data Protection Act 1998 (DPA).

1.1 Data Processing Under Protocol

A 'written' Protocol should be in place rather than a DSA. Under the DPA all legal responsibility for compliance falls directly on the Data Controller. This requires communication with the respective Procurement department.

2. Parties

This Data Sharing Agreement is made between:

2.1 **The Shropshire Armed Forces Covenant partnership (SAFC)**, a partnership of individual organisations who share a common goal, created in 2012 under the Governments instruction to ensure the Armed Forces community are treated fairly.

2.2 The party whose details are set out in the table below (the Data Recipient)

Name:	
Organisation Code:	
Address:	

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Address:	

3. The purpose of this Data Sharing Agreement is to:

- clarify the responsibilities of the parties in relation to the Data being shared;
- outline the data security principles and requirements with which the Data recipient must comply;
- impose confidentiality requirements on the Data Recipient, and
- include any arrangements for termination of the Data Sharing Agreement.

DATA SHARING AGREEMENT

4. Status of this Agreement

This Data Sharing Agreement (**Agreement**) comprises the details set out in this document and the **Data Sharing Framework Protocol** between the Data Controller (**SAFC**) and the Data Recipient and referred to in the terms and conditions of which are expressly incorporated into the Data Sharing Framework Protocol and the Annexes to it.

5. Term of this Agreement

5.1 This Agreement shall commence on the Start Date given in the table below and shall continue, unless terminated earlier in accordance with the Terms of the Data Sharing Framework Protocol, until the End Date in the table

Start Date:		End Date:	
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6. This DSA will include details of:

- the Data to be provided;
- the legal basis for sharing the Data;
- the purpose of the sharing and use of the Data;
- the method of transfer;
- any special terms and conditions for the use or reuse of the Data.

7. Assurance - Information Governance

7.1 Provide assurance that good information governance practices are being maintained, the Data Recipient must demonstrate, and will allow the Data Controller to audit, that it: *(Please complete one of the following boxes) Either:*

Meets or exceeds the Information Governance Toolkit standards required for their organisation type. Organisation Code: _____ Score _____

Or

Is Certified against international security standard ISO 27002 Certification details: _____
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Or

Has other assurance in place Details of Assurance _____
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8. Data Quality

Partners will ensure data being shared is accurate and up-to-date so that any decisions taken regarding an individual are based on accurate information.

9. Data Details

9.1 The table below, together with the detailed specification included in Annex A, sets out details of the data that will be provided by the Data Controller (SAFC) to the Data Recipient under this Agreement.

Is the Data Anonymised/Pseudonymised? <input type="checkbox"/> (Please tick)																																													
<p>Purpose for sharing E.g. The agreement should explain why the data sharing initiative is necessary, the specific aims you have and the benefits from the information sharing</p>	<p><i>Agrees to process only for the purpose agreed</i></p> <p><input type="checkbox"/> to develop and deliver a treatment or wellbeing plan for individuals (Veterans)</p> <p><input type="checkbox"/> to ensure individuals (Veterans) receive a coordinated service and positive signposting</p> <p><input type="checkbox"/> to ensure no harm comes to the individual (Veteran) or their family</p>																																												
<p>Description of Data being shared:</p> <p>E.g. Client Notes, investigation reports, databases, etc.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 20%; text-align: center;">Tick</th> </tr> </thead> <tbody> <tr> <td>1. Personal Data</td> <td></td> </tr> <tr> <td style="text-align: right;">Name</td> <td style="text-align: center;">Y</td> </tr> <tr> <td style="text-align: right;">Address</td> <td style="text-align: center;">Y</td> </tr> <tr> <td style="text-align: right;">Post Code</td> <td style="text-align: center;">Y</td> </tr> <tr> <td style="text-align: right;">Gender</td> <td style="text-align: center;">Y</td> </tr> <tr> <td style="text-align: right;">Date of Birth</td> <td style="text-align: center;">Y</td> </tr> <tr> <td style="text-align: right;">NHS Number</td> <td style="text-align: center;">Y</td> </tr> <tr> <td style="text-align: right;">Hospital Number</td> <td style="text-align: center;">Y</td> </tr> <tr> <td style="text-align: right;">GP Details</td> <td style="text-align: center;">Y</td> </tr> <tr> <td style="text-align: right;">Service Number</td> <td style="text-align: center;">Y</td> </tr> <tr> <td>2. Personal Sensitive Data being shared:</td> <td></td> </tr> <tr> <td style="text-align: right;">Ethnicity</td> <td></td> </tr> <tr> <td style="text-align: right;">Physical/Mental Health</td> <td style="text-align: center;">Y</td> </tr> <tr> <td style="text-align: right;">Criminal proceedings</td> <td style="text-align: center;">Y</td> </tr> <tr> <td style="text-align: right;">Religious Belief</td> <td style="text-align: center;">N</td> </tr> <tr> <td style="text-align: right;">Relationships</td> <td style="text-align: center;">Y</td> </tr> <tr> <td style="text-align: right;">Employment Information</td> <td style="text-align: center;">Y</td> </tr> <tr> <td style="text-align: right;">Financial information</td> <td style="text-align: center;">Y</td> </tr> <tr> <td style="text-align: right;">Treatment plans</td> <td style="text-align: center;">Y</td> </tr> <tr> <td style="text-align: right;">ONS Data</td> <td style="text-align: center;">Y</td> </tr> <tr> <td>3. Anonymised/Pseudonymised</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>		Tick	1. Personal Data		Name	Y	Address	Y	Post Code	Y	Gender	Y	Date of Birth	Y	NHS Number	Y	Hospital Number	Y	GP Details	Y	Service Number	Y	2. Personal Sensitive Data being shared:		Ethnicity		Physical/Mental Health	Y	Criminal proceedings	Y	Religious Belief	N	Relationships	Y	Employment Information	Y	Financial information	Y	Treatment plans	Y	ONS Data	Y	3. Anonymised/Pseudonymised	<input type="checkbox"/>
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<p>Legal Gateway/Basis for Sharing / Justification</p> <p>Explain your basis for sharing data clearly. Even if you are not under any legal requirement to share data, you should explain the legal power you have which allows you to share.</p>	<p>The basis for sharing data is to ensure the individuals in questions are accessing the most appropriate support possible. Given their military service, Veterans are used to dealing with a welfare officer should they encounter any life problems. This approach is similar to what they may be used to and will ensure a multi-agency approach to the individual rather than working in silos.</p>																																												
<p>Informed Consent (where applicable)</p> <p>What method has been used for gaining consent of the data subject(s)?</p>	<p>All organisations will instigate their own consent forms at the initial point of referral & will bring these forms to the 'operations group' meetings of the SAFC.</p>																																												
<p>When will the Data be shared?</p> <p>Base on the 'purpose' for sharing. Outline when information will be shared. Is it event specific or routine</p>	<p>Data will be shared routinely at bi-monthly meetings of an SAFC 'operations group'. These meetings will be Chaired by the Armed Forces Covenant Partnership Chair.</p>																																												

<p>Retention Destruction of Data Explain the procedures followed: Confirm appropriate destruction.</p>	<p><i>All paperwork left over at the meeting will be cared for by the Shropshire Council responsible Officer, David Fairclough. The officer will dispose of the data by disposing it within the confidential waste bins.</i></p> <p><i>Electronic data will not be sent during these meetings. Should information be sent electronically outside of the meetings, it will be done with encryption and passwords to ensure no data breaches.</i></p>
<p>Security of Information All Recipients must have in place adequate precautions to ensure the security of information being shared</p>	<p><i>Each individual organisations will ensure they are responsible for their own security of information in accordance with their governance arrangements. Where data is being transported to the meeting it must be kept on the responsible officers at all times and in a locked case/bag. Any electrical items carrying data must be encrypted to the necessary standards set by Government</i></p>
<p>Staff Training E.G. Mandatory Annual IG Training</p>	<p><i>All staff will have been on data protection and information governance training within their own organisations. Staff who do not have this training will be asked to undertake it immediately before sharing any data.</i></p>
<p>Territory Incident Reporting Explain local procedures and compliance with the ICO</p>	<p><i>UK /EEA</i></p>

DATA SHARING AGREEMENT

10. Third Party Data Processors'

10.1 The Data Recipient wishes to engage the party whose details are set in the table below (the **Data Processor**) to act as its data processor to carry out the processing activities set out below in respect of the Data the data recipient will require a 'written Contract with the Data Processor.:

Name:	
Address:	
Processing Activities:	

10.2 The Data Controller (SAFC) consents to the appointment by the Data recipient of the Data Processor for the processing activities set out in the table above.

11. Terms and Conditions

11.1 The overarching Data Sharing Framework Protocol sets out the legal terms and conditions which apply to the transfer and use of Data supplied to the Data Recipient under this Agreement. Some of the key terms are reproduced below for the Data Recipient's information purpose only.

- 11.1.1 Where Non-Identifiable Data has been supplied by the Data Controller and then it becomes Personal Data in the hands of the Data Recipient, the data Recipient shall become a Data Controller and shall be responsible for ensuring that the Data is processed in accordance with the Data Protection Act (DPA).
- 11.1.2 Use of the Data is for the sole purpose set out in section 9 of this Agreement (the **Purpose**).
- 11.1.3 Staff processing the Data must be suitably trained and made aware of their responsibilities in handling the Data.
- 11.1.4 The Data must not be shared with any other organisation or named individual not explicitly referred to within the Agreement unless the consent of the data subject has been obtained.
- 11.1.5 If the information received from the Data Controller (SAFC) is subject to a request under the Freedom of Information Act, then the Data Controller (SAFC) must be consulted before a response is provided.
- 11.1.6 Use of the Data complies with any specific legislation in relation to the data (such as statistics and registration Services Act 2007).
- 11.1.7 The Data will be accessed, processed and used within the European Economic Area only, unless permission has been granted by the Data Controller (SAFC).

DATA SHARING AGREEMENT

- 11.1.8 Information tools derived from this Data will not be provided to other organisations without the specific consent of the Data Controller (SAFC).
- 11.1.9 The Data Controller (SAFC) retains copyright of this information, unless otherwise instructed and this must be cited correctly as follows:
- Copyright © <year>, re-used with the permission of Shropshire Armed Forces Covenant Partnership. All rights reserved.
- 11.1.10 Before undertaking any publication activity using this Data or any derived information, the Data recipient will undertake an organisational risk assessment exercise to ensure compliance with the above guidelines.
- 11.1.11 The Data Controller (SAFC) reserves the right to undertake an audit with respect to the use and storage of the Data to ensure that the terms of the Agreement are being adhered to.
- 11.2 Please refer to the Data Sharing Framework Protocol for the full terms and conditions that apply to the transfer and use of Data under this Agreement.

12. Data Access

Under the terms of this Agreement, the Data recipient must ensure that access to the Data is managed, auditable and restricted to those individuals who need to process the Data for the specific purpose/s outlined in this Agreement.

DATA SHARING AGREEMENT

Annex A: Data Security Requirements

- 1 The Data Recipient undertakes to comply with all of the information security provisions set out in the Data Sharing Framework Protocol. Some of the key terms are reproduced at paragraph 2 below for the Data Recipient's information purposes only.
- 2 The Data Recipient must:
 - 2.1 implement and maintain security standards, processes, procedures, practice and controls appropriate to the nature of the Data received and the harm that would be caused by its loss or disclosure;
 - 2.2 process Personal Data and/or sensitive data only for health and social care purposes, and only for purposes described in this Agreement which are consistent with the purposes recorded in the Data Recipient's data protection registration with the Information Commissioner's Office;
 - 2.3 process the minimum data necessary (e.g. using age range rather than age); if sufficient
 - 2.4 ensure that access to the Data is limited to those employees who need access to the Data for the purpose stated in the Agreement;
 - 2.5 ensure that the Data supplied is stored on a secure system, password protected and that all computer terminals and other means of access are maintained securely in secure premises;
 - 2.6 ensure the rights of individuals are met, such as satisfying subject access requests received, ensuring data accuracy and correcting errors, and handling objections and complaints;
 - 2.7 destroy the Data once it is no longer required for the purpose for which it was collected and confirming destruction to the Data Controller (SAFC) in accordance with this Agreement;
 - 2.8 ensure that all employees with access to the Data understand the confidential nature of the Data and their responsibilities; and
 - 2.9 report immediately to the Data Controller (SAFC) any security incidents relating to use of the Data, and any breaches of the terms of this Agreement.

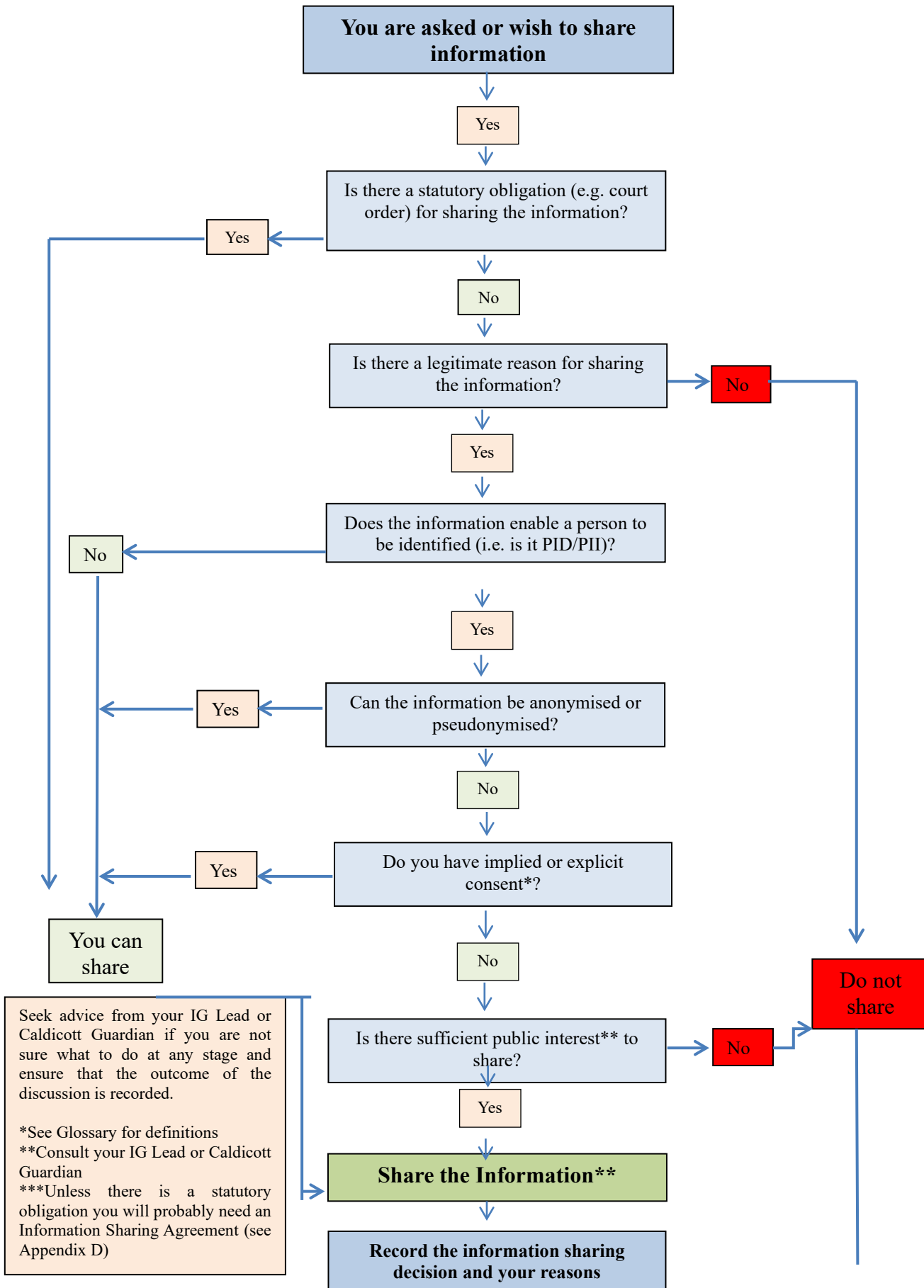
DATA SHARING AGREEMENT

Annex B: Data Transfer Method

- 1 The Data will be sent to the Data recipient (or it's nominated Data Processor) using an appropriate secure method. Please describe the method for transferring the Data to the Data Recipient signed up to this Agreement.

A large, empty rectangular box with a thin black border, intended for the user to describe the secure method for transferring data to the recipient.

Annex C



Seek advice from your IG Lead or Caldicott Guardian if you are not sure what to do at any stage and ensure that the outcome of the discussion is recorded.

*See Glossary for definitions
 **Consult your IG Lead or Caldicott Guardian
 ***Unless there is a statutory obligation you will probably need an Information Sharing Agreement (see Appendix D)

DATA SHARING AGREEMENT

By signing, the parties agree to be bound by the terms of the overarching Data Sharing Framework Protocol.

Organisation	
Name:	
Signature:	
Role:	
Date:	

Organisation	
Name:	
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