

Subject: Information Sharing Protocol

Status: For Publication

Report to: Policy Overview and Scrutiny
Committee

Date: 11/08/09

Report of: Head of Customer Services & ICT

Portfolio Customer Services

Holder:

Key Decision: No

Forward Plan

General Exception

Special Urgency

PURPOSE OF REPORT

1. To obtain Policy Overview and Scrutiny Committee's approval for the Rossendale Information Sharing Protocol.

2. CORPORATE PRIORITIES

- 2.1 The matters discussed in this report impact directly on the following corporate priorities:-

- Delivering quality Services to our customers
- Delivering regeneration across the Borough
- Encouraging healthy and respectful communities
- Keeping our Borough clean, green and safe
- Promoting the Borough
- Providing value for money services

3. RISK ASSESSMENT IMPLICATIONS

- 3.1 All the issues raised and the recommendation(s) in this report involve risk considerations as set out below:

The Information Sharing Protocol is an essential requirement for Rossendale Borough Council and failure to have an appropriate Information Sharing Protocol in place would expose the council to the following risks:

- Prevent Rossendale being able to exchange customer information with key partners.

- Legal exposure to customer litigation from not protecting customer information.
- Failure to meet the Code of Connection (CoCo) as stipulated in the Government Connect requirements.

BACKGROUND AND OPTIONS

- 4.1 There are no other options Rossendale requires an Information Sharing Protocol in place in order to pass information between partners.

COMMENTS FROM STATUTORY OFFICERS:

SECTION 151 OFFICER

- 5.1 There are no financial implications with the Information Sharing Protocol.

6. MONITORING OFFICER

- 6.1 Legal Services are in the process of advising on this matter and will continue to do so until this matter is in its final format. This draft Agreement will form part of a suite of documents that are yet to be prepared. Consultation will need to take place between RBC and those partners that would need to be committed to this Agreement to ensure that the roles and responsibilities are agreed and that adequate knowledge and skills exist to implement the Agreement.

- 6.2 The Information Commissioner will need to be advised of the Protocol.

- 6.3 The Protocol should be published on our website, regularly monitored and reviewed as necessary.

7. HEAD OF PEOPLE AND POLICY (ON BEHALF OF THE HEAD OF PAID SERVICE)

- 7.1 There are no HR implications with the Information Sharing Protocol.

8. CONCLUSION

- 8.1 To summarise it is essential that Rossendale has an Information Sharing Protocol in place

9. RECOMMENDATION(S)

- 9.1 To approve the Rossendale Information Sharing Protocol.

10. CONSULTATION CARRIED OUT

- 10.1 Consultation has been carried out with the following:

- Lancashire County Council Customer Access Team
- Customer Services Portfolio Holder
- Rossendale Legal Team

11. COMMUNITY IMPACT ASSESSMENT

Is a Community Impact Assessment required Yes / **No**

Is a Community Impact Assessment attached Yes / **No**

12. BIODIVERSITY IMPACT ASSESSMENT

Is a Biodiversity Impact Assessment required Yes / **No**

Is a Biodiversity Impact Assessment attached Yes / **No**

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Either

Background Papers	
Document	Place of Inspection
Rosendale Information Sharing Protocol	

Information Sharing Protocol

THIS AGREEMENT is made the day of 2009.

BETWEEN:-

A

And

B.

WHEREAS:-

The parties, for their mutual benefit, wish to allow the processing of certain personal data and information of a confidential nature belonging to the other and wish to protect such personal data, Confidential and RESTRICTED information in the manner set out in this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. **Definitions**

- 1.1 "Purpose" means the exchange of information in the furtherance of joint service delivery by the Rossendale Borough Council and xx.
- 1.2 "The Receiving Party" means the party that processes the Personal Data or Confidential and RESTRICTED information of the Disclosing Party.
- 1.3 "The Disclosing Party" means the party whose Personal Data or Confidential and RESTRICTED information the Receiving Party processes.
- 1.4 "Personal Data" has the same meaning as in section 1(1) of the Data Protection Act 1998.
- 1.5 "Confidential information" shall mean any information of a confidential nature which has been or will be supplied by the Disclosing Party to the Receiving Party for the Purpose relating to the Disclosing Party, its business, procedures, staff or clients.
- 1.6 "RESTRICTED Information" shall mean any information that has been categorised as RESTRICTED as per the guidelines stated within the Government Connect Code of Connection (CoCo).

2. **Obligations of the Receiving Party**

- 2.1 The Receiving Party shall not divulge the Disclosing Party's Personal Data or Confidential and RESTRICTED information in whole or in part, to any third party and shall exercise in relation thereto no lesser security measures and degree of care than those that the Receiving Party applies to its own Personal Data, Confidential and RESTRICTED information.
- 2.2 The Receiving Party shall use the other party's Personal Data, Confidential and RESTRICTED information solely for the Purpose and in any event shall make no other use of other party's Personal Data or Confidential and RESTRICTED information without the prior written consent of the Disclosing Party.
- 2.3 The Receiving Party undertakes that it shall process the Personal Data, Confidential and RESTRICTED information of the Disclosing Party strictly in accordance with instructions issued from time to time by the Disclosing Party.
- 2.4 The Receiving Party shall ensure that only such of its employees who may be required by the Receiving Party in support of the Purpose shall have access to the Personal Data or Confidential and RESTRICTED information of the Disclosing Party.
- 2.5 The Receiving Party shall ensure that all employees used in support of the Purpose are aware of their obligations under the Data Protection Act 1998, Freedom of Information Act and Code of Connection and competent in the care and handling of Personal Data, Confidential and RESTRICTED information.
- 2.6 The Receiving Party undertakes to process the Personal Data of the Disclosing Party only in accordance with the laws of the United Kingdom.
- 2.7 The Receiving Party undertakes not to disclose the Personal Data, Confidential and RESTRICTED information to a third party in any circumstances other than at the specific request of the Disclosing Party.
- 2.8 The Receiving Party hereby agrees to assist the Disclosing Party with all subject access requests received from data subjects of the Personal Data.
- 2.9 The Receiving Party will allow its data processing facilities, procedures and documentation to be submitted for scrutiny by the auditors of the Disclosing Party in order to ascertain compliance with the relevant laws of the United Kingdom and the terms of this Agreement.
- 2.10 The Receiving Party shall not make copies of the other party's Personal Data, Confidential and RESTRICTED information except to the extent reasonably necessary for the Purpose. Any copies made in accordance with the terms of this Clause shall be the property of the Disclosing Party.

3. **Obligations of the Disclosing Party**

- 3.1 The Disclosing Party shall permit the Receiving Party to process such of its Personal Data, Confidential and RESTRICTED information together with such other information as the Receiving Party requires performing its services in relation to the Purpose. In order for the Receiving Party to gain access to RESTRICTED information they must meet all the prescribed requirements laid out in the Code of Connection and any subsequent revisions to the policy.
- 3.2 The instructions given by the Disclosing Party to the Receiving Party shall at all times be in accordance with the laws of the United Kingdom.

3. **Warranties and Indemnities**

- 3.1 Each party warrants that it has the right to disclose its Personal Data, Confidential and RESTRICTED information to the other party and to authorise the other party to use the same for the Purpose.
- 3.2 Each party warrants that it has appropriate operational and technological procedures in place to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of personal data.
- 3.3 The Receiving Party shall indemnify the Disclosing Party and hold it harmless from and against all claims and proceedings and all liability, damages, losses, costs and expenses (including legal costs and expenses) arising as a result of the Receiving Party's breach of this Agreement. In addition the Receiving Party will be responsible for the data including transit and destruction in an appropriate manner as defined by the type of data.
- 3.4 In the event of a breach of security, howsoever caused, each party agrees to inform the other of the nature of the breach and the action that it proposes to take or has taken in respect of that breach.

4. **Ownership**

All rights in Personal Data, Confidential and RESTRICTED information disclosed for the Purpose are reserved by the Disclosing Party and no rights or obligations other than those expressly recited herein are granted or to be implied from this Agreement.

5. **Notices**

All notices under this Agreement shall be in writing, and shall be sent to the other party marked for the attention of the person at the address set out below. Notices may be sent by first-class mail or facsimile transmission provided that facsimile transmissions are confirmed within 24 hours by first-class mail confirmation of a copy. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered within 72 hours after posting and correctly directed facsimile transmissions shall be deemed to have been delivered

instantaneously on transmission provided that they are confirmed as set out above.

6. **Termination**

6.1 This Agreement shall continue in force from the date hereof until terminated by mutual consent or by either party giving to the other written notice. Notwithstanding any such termination, all rights and obligations hereunder shall survive with respect to Personal Data, Confidential and RESTRICTED information disclosed prior to such termination.

6.2 On termination of this Agreement, the Receiving Party shall cease to use the Personal Data, Confidential and RESTRICTED information of the Disclosing Party and shall arrange for the prompt and safe return of copies of the same belonging to the Disclosing Party.

6.3 The Receiving Party will be accountable for any breaches during the contract term following any contract termination.

7. **Non-Assignment**

The Receiving Party shall not be entitled to assign the benefit or delegate the burden of this Agreement nor be free to sub-contract any or all of its rights and obligations under this Agreement without the prior written consent of the Disclosing Party.

8. **Invalidity**

If any term or provision of this Agreement shall be held to be illegal or unenforceable in whole or in part under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected provided however that if any term or provision or part of this Agreement is severed as illegal or unenforceable, the parties shall seek to modify this Agreement to the extent necessary to render it lawful and enforceable and as nearly as possible to reflect the intentions of the parties embodied in this Agreement including without limitation the illegal or unenforceable term or provision or part.

9. **Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the parties in respect of Personal Data, Confidential and RESTRICTED information and supersedes all previous agreements, understandings and undertakings in such respect. The interpretation construction and effect of this Agreement shall be governed and construed in all respects in accordance with the Laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

10. **Complaints Procedure**

In the event of a breach of this protocol the Disclosing Party should be contacted who will decide upon the appropriate course of action.

11. **Individual Rights to Access Information**

If the Receiving Party receives an application for subject access from an individual wishing to access information that has originated from another party, the originator of the data must be consulted before any information is released.

When an application is received, advice should be sought from the relevant individual from each organisation (Data Protection Officer, Data Controller or Freedom of Information nominated officer).

Signed on behalf of

Signed on behalf of

Signed:

Signed:

Name:

Name:

Title

Title:

Date:

Date: