



North Tyneside Council

INFORMATION SHARING AGREEMENT

This information sharing agreement is an indicative template only and must be agreed in line with local legal and information practices.

1. Background

- 1.1 Effective information sharing is key to the delivery of Prevent, so that partners can take appropriately informed action. This will sometimes require the sharing of personal information between partners to improve the collective understanding of those at risk of involvement in terrorism and enable earlier intervention. Sharing of information will be central to providing the best support to vulnerable individuals.
- 1.2 This Data Sharing Agreement (“Agreement”) sets out how Personal Data will be shared (“Shared Personal Data”) between the Parties as Data Controllers. It defines the principles and procedures the Parties should adhere to and responsibilities to each other.

2. Parties

- 2.1 This Data Sharing Agreement is between the Parties detailed in clause 15.

3. Purpose

- 3.1 The Parties agree to only process Shared Personal Data, as described in clause 5.
- 3.2 The Parties consider this Agreement necessary as for the purpose of facilitating the work of the Channel Panel which forms a key part of the national Prevent strategy. Channel is multi-agency process, providing support to individuals who are at risk of being drawn into terrorism (the “Agreed Purpose”). Sharing information is in support of the statutory function set out in Section 36 of the Counter Terrorism and Security Act.
- 3.3 The Parties agree that this Agreement formalises a lawful transfer of Personal Data between the Parties and presents no new or additional privacy concerns.
- 3.4 The Parties shall not process Shared Personal Data in a way that is incompatible with the Agreed Purposes.

4 Lawfulness



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4.1 The EU General Data Protection Regulation (GDPR), took effect from Friday 25 May 2018. This Channel data sharing agreement has been updated to ensure compliance with the new regulations.

4.3 The overriding principles for sharing information are necessity and proportionality. It should be confirmed by those holding information that to conduct the work in question it is necessary to share the information they hold. Only the information required to have the desired outcome should be shared, and only to those partners with whom it is necessary to share it to achieve the objective. Key to determining the necessity and proportionality of sharing information will be the professional judgement of the risks to an individual or the public.

4.2 Processing data must rely on a lawful basis for processing:

- a) Consent
- b) Contract
- c) Legal obligation
- d) Vital interests
- e) Public task
- f) Legitimate interests

It is likely Channel will require the processing of special category data. When processing special category data, a lawful basis for processing and a special category condition for processing must be identified, in compliance with Article 9. When processing special category data a special category condition must be met:

- a) Explicit consent
- b) Employment, social security and social protection (if authorised by law)
- c) Vital interests
- d) Not-for-profit bodies
- e) Made public by the data subject
- f) Legal claims or judicial acts
- g) Reasons of substantial public interest (with a basis in law)
- h) Health or social care (with a basis in law)
- i) Public health (with a basis in law)
- j) Archiving, research and statistics (with a basis in law)

Suggested lawful basis

[Insert local authority name]'s Channel panel relies on Article 6(1)(e) GDPR: *the 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 controller.* Clause 8 of the Data Protection Bill provides that Article 6(1)(e) includes (a) *processing of personal data that is necessary for the exercise of a function conferred on a person by an enactment or rule of law,* and (b) *processing of personal data that is necessary for the exercise of a function of the Crown, a Minister of the Crown or a government department.* Processing of personal data for Channel is necessary for the purposes of the various Channel duties set out in section 36 of the Counter-Terrorism and Security Act 2015 (CTSA).



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Suggested special category condition for processing

[Insert local authority name]'s Channel panel relies on Article 9(2)(g) GDPR and paragraph 6 of Part 2, Schedule 1 DPA 2018, reasons of substantial public interest for the discharge of a statutory function as set out in section 36 of the CTSA 2015.

Note:

All parties to the information sharing agreement must be aware of the lawful basis for sharing information. If partner organisations are not content with proposed bases, they should propose additional bases so that they may be clearly articulated in this document. The Home Office does not take responsibility for information sharing at the local level, and the above suggestions must be agreed by local legal and information governance teams, in addition to the partners of the panel.

5 Information shared

5.1 Personal Data will only be shared to meet the stated objectives of the Parties involved as outlined in this agreement.

5.2 Only the minimum data required will be shared and where appropriate anonymization or pseudonymisation should be considered. Information shared as part of this Agreement will include factual information held by Parties in the agreement and opinion in light of the purpose of the Channel Panel.

5.3 Each request should be judged on its own merit, and the following questions should be considered when sharing information:

- what information you are intending to share;
- with whom you are intending to share the information;
- why you are intending to share the information (i.e. with what expected outcome); and
- the legal basis on which the information is to be shared.

5.6 The data that Panel members may be expected to share about an individual might include (but may not be limited to):

- Demographics (name, date of birth, gender, address, ethnicity)
- Offending history
- Living Arrangements
- Family and personal relationships
- Statutory education
- Neighborhood
- Lifestyle



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- Substance misuse
- Emotional and mental health
- Perceptions of self
- Thinking and behavior
- Attitudes to engagement in relevant activity
- Motivation to change
- Cultural factors
- Risk posed to self and others

5.7 Parties in the agreement undertake to respond to requests for information within [x] working days and ensure that where these procedures are complied with, then no restriction will be placed on the sharing of information other than those specified within this agreement.

6 Right to be informed

6.1 GDPR makes provision for individuals to be informed that their data is being processed. Where informed consent is sought from an individual to receive Channel support, this notification will form part of that process. Where an approach for consent is not made, where an individual is deemed not suitable for Channel, the Home Office Data Protection Information Notice (DPIN) provides this data processing information.¹ Organisational Data Protection Information Notices of signatories of this agreement shall ensure their DPINs are updated to reflect the processing of data for Prevent and Channel. The responsibility to inform does not apply to counter-terrorism police, who process data under Part 3 DPA 2018.

7. Confidentiality

7.1 Information discussed by the agency representative within the ambit of this meeting is strictly confidential and must be treated as such during the meeting and in the subsequent handling of any data considered at this meeting and must not be disclosed to third parties without the prior agreement of the partners of the meeting.

7.2 Information shared should be directly or indirectly relevant to cases on a need to know basis. Clear distinctions should be made between fact and opinion.

7.3 All agencies should ensure that the minutes are retained in a confidential and appropriately restricted manner. These minutes will aim to reflect that all individuals who are discussed at these meetings should be treated fairly, with respect and without improper discrimination. All work undertaken at the meetings will be

¹ <https://www.gov.uk/government/publications/channel-data-privacy-notice>



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informed by a commitment to equal opportunities and effective practice issues in relation to race, gender, sexuality and disability.

7.4 The responsibility to take appropriate actions rests with individual agencies. The role of the Channel Panel is to facilitate, monitor and evaluate effective information sharing to enable appropriate actions to be taken to increase public safety.

7.5 Channel Panel members will sign the confidentiality declaration at the start of each meeting.

8. Data Security

8.1 Parties to this Agreement will have appropriate organisational and technical measures in place to safeguard information shared as part of this agreement against accidental loss, destruction, damage, alteration or disclosure. This includes but is not limited to staff training, data protection policies and access controls.

8.2 The information to be shared under this Agreement is personal data and is classified as 'OFFICIAL – Sensitive' under the Government Security Classifications Scheme May 2018.²

8.3 Parties shall immediately notify each other of any security breach in relation to the information being obtained or shared as part of this Agreement and shall keep a record of such breaches. Where there is a risk to individuals, the notification should be within 24 hours of becoming aware of the breach.

8.4 The Party where the breach has occurred should do its best to contain the breach and shall conduct a full investigation of the breach and the findings of the investigation will be shared with the other Parties.

8.5 All Parties shall co-operate fully in any investigation that another Party considers necessary to undertake as a result of any breach.

9. Data Quality and Retention

9.1 Parties shall agree common retention schedules unless an exception applies and immediately notify each other if any data is amended, transferred or is accidentally deleted.

9.2 When information is deleted either at the end of the retention period or when the agreement is terminated, the Party providing the information must be informed that

²

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/715778/May-2018_Government-Security-Classifications-2.pdf



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the information has been securely disposed of or deleted. This will be done by e mail.

9.3 Each Party is responsible for ensuring that the Personal Data they share is accurate and up to date. Where the information is updated, the Party updating the Personal Data will inform the contact in the other Party organisation(s) so that they can amend their records accordingly.

9.4 The partners to the agreement will be responsible for ensuring that any information is subject to appropriate quality controls.

10. Review

10.1 This Agreement will be reviewed annually or at any time when there is a need to vary it due to changes in its requirements or Parties to the agreement.

11. Other Data Protection Legislation requirements

11.1 The GDPR³ and DPA 2018⁴ are the principal legislation governing the process of data relating to individuals.

11.2 Each Party will be responsible for its own compliance with the current Data Protection Legislation and all relevant associated legislation. This includes ensuring that it has appropriate local policy and process frameworks in place to underpin best practice.

12. Termination

12.1 Any Party may terminate this Agreement by giving three month's [can be varied to 3 months based on the amount of data shared] notice in writing to other Parties. Any information disclosed to the Party should be securely returned following the agreed termination date.

13. Statement of Compliance

13.1 In signing this Agreement all Parties accept that they will follow the procedures within it when sharing information in a manner compliant with statutory and legal requirements.

³ GDPR – <https://gdpr-info.eu/>

⁴ DPA 2018 – <http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted>



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13.2 Each Party shall not knowingly or negligently process Shared Personal Data in such a way that it places any Party in breach, or potential breach, of the Data Protection Legislation or any relevant associated legislation.

13.3 Parties will comply with any specific requirements specified by the Data Controller(s) regarding the processing of personal information which the Data Controller(s) share(s) through this agreement.

13.4 Parties will only disclose Shared Personal Data with it through this Agreement where permission for that disclosure has first been agreed by the Data Controller which provided the information unless the Party considers that there is a clear legal obligation for disclosure without the Data Controller's consent.


13.5 Parties will keep all other Parties fully indemnified against any and all costs, expenses and claims arising out of any breach of this agreement incurred as a result of the Party's failure to comply with the requirements of the Data Protection Legislation or any relevant legislation.

14. Signatories

14.1 Agreement to Share Information between North Tyneside Clinical Commissioning Group (NTCCG) and North Tyneside Council Channel Panel members.

14.2 The agencies signing this agreement accept that the procedures laid down in the Channel Duty Guidance and within this document provide a secure framework for the sharing of information between their agencies in a manner compliant with their statutory and professional responsibilities.

14.3 We the undersigned agree that each agency/organisation that we represent will adopt and adhere to this information sharing agreement:

Organisation	Name and Role	Signature and Date
NTCCG	Adrian Dracup Designated Nurse Safeguarding Adults	 11.04.22.

Document History

Version	Status	Date	Authors	Summary Changes



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Reviewers

Name	Role

Management Approval

Name	Role	Date
	Information Governance	

Distribution

Parties to the Agreement
