

Information Sharing Agreement

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| Created & reviewed by | Data Protection Officer & Head of MIS |
| Approved by | Senior Leadership Team |
| Version | 2 (February 2023) |
| Date of next review | February 2024 |

1. Introduction

WM College has a duty to protect the welfare of everyone working and studying at the college.

2. Data Controller and Data Processor

2.1 Other strategic partnerships and organisations that have responsibilities to address issues relevant to safeguarding young people and adults. The organisations that any relevant information is shared with will depend on the type and severity of the safeguarding issue as well as the age(s) of the person(s) involved.

This therefore includes but is not limited to;

- DBS (Disclosure Barring Service)
- Local Authorities
- DfE (Department for Education)
- Police

2.2 WM College has agreed to this Information Sharing

Agreement to ensure that information is shared effectively between any Partner Agencies in order to protect young people and adults from harm.

3. Purpose

3.1 The “Purpose” of this Information Sharing Agreement is to provide a framework to facilitate the appropriate sharing of information between the Partner Agencies in order to safeguard and promote the welfare of young people and adults who attend WM College and to protect them from harm.

3.2 This Information Sharing Agreement recognises that the General Data Protection Regulation (“GDPR”) and the Data Protection Act 2018 (together, the “Data Protection Legislation”) are not barriers to justified information sharing but rather ensure that information sharing is necessary, proportionate, relevant, adequate, accurate, timely and secure.

3.3 This Information Sharing Agreement recognises that information sharing decisions should be recorded by the disclosing Partner Agency.

3.4 In relation to young people, this Information Sharing Agreement:

3.4.1 Recognises that nothing is more important than the welfare of Young People and vulnerable adults.;

3.4.2 Recognises that information sharing is essential for effective safeguarding and promoting the welfare of young people and vulnerable adults;

3.4.3 Recognises that the timely and effective sharing of information can improve decision-making and protect the best interests of a young person or vulnerable adult.

3.4.4 Has regard to the seven golden rules to sharing information set out in HM Government's Information Sharing Advice to practitioners providing safeguarding services to children, young people, parents and carers July 2018 which are:

- 3.4.4.1 The Data Protection Legislation and human rights laws are not barriers to justified information sharing but a framework to ensure it is shared appropriately;
- 3.4.4.2 Be open and honest with the individual (and/or their family where appropriate) from the outset about why, what, how and with whom information will, or could be, shared, and seek their agreement, unless it is unsafe or inappropriate to do so;
- 3.4.4.3 Seek advice where in any doubt about sharing the information concerned;
- 3.4.4.4 Where possible, share information with consent and, where possible, respect the wishes of those who do not consent to share confidential information unless it is in the interests of safety or in the public interest;
- 3.4.4.5 Consider safety and wellbeing: base information-sharing decisions on considerations of the safety and wellbeing of the person and others who may be affected by their actions;
- 3.4.4.6 Necessary, proportionate, relevant, accurate, timely and secure: ensure that the information shared is necessary for the purpose for which it is shared, is shared only with those people who need to have it, is accurate and up to date, is shared in a timely fashion, and is shared securely and
- 3.4.4.7 Keep a record of the decision and the reasons for it – whether it is to share information or not. If information is shared, then record what was shared, with whom and for what purpose.

3.5 In relation to young people, the Purposes of this Information Sharing Agreement are:

- 3.5.1 To facilitate the collaboration between Partner Agencies to achieve improved outcomes for young people.
- 3.5.2 To facilitate the identification and analysis of new safeguarding issues and emerging threats;
- 3.5.3 To facilitate the promotion and embedding of learning;
- 3.5.5 To facilitate rapid reviews of any reviews to aid local learning and improvement in safeguarding services; and
- 3.5.6 To conduct Multi-Agency Audits.

3.6 In relation to adults who have needs for care and support and who are experiencing or at risk of abuse or neglect, this Information Sharing Agreement:

- 3.6.1 Recognises the six key principles which underpin safeguarding adults, being:
 - 3.6.1.1 Empowerment - the presumption of person-led decisions and informed consent;
 - 3.6.1.2 Prevention – taking action before harm occurs;
 - 3.6.1.3 Proportionality – the proportionate and least intrusive response appropriate to the risk presented;
 - 3.6.1.4 Protection - support and representation for those in greatest need;
 - 3.6.1.5 Partnership - local solutions through services working with their communities. Communities have a part to play in preventing, detecting and reporting neglect and abuse; and
 - 3.6.1.6 Accountability - accountability and transparency in delivering safeguarding; and

3.6.2 Recognises that information sharing is essential to adult safeguarding and protecting vulnerable adults from harm, including identifying and preventing abuse and neglect.

3.7 In relation to adults who have needs for care and support and who are experiencing or at risk of abuse or neglect, the Purposes of this Information Sharing Agreement are:

3.7.1 To share information to enable or assist the WM College Safeguarding Team to do its job Safeguarding young people and adults on site;

3.7.2 To share information when it is in the interests of an adult at risk;

3.7.3 To facilitate the referral to Partner Agencies for immediate action to protect an adult;

3.7.4 To facilitate the prevention, detection and prosecution of crime;

3.7.5 To facilitate the provision of advice;

4. Legislative Framework and Legal Basis for Sharing Information

4.1 The Information Sharing Agreement is underpinned by the following legislation, statutory and policy guidance:

4.1.1 The Children and Social Work Act 2017, under which the local authority, the Chief Officer of Police for an area, any part of which falls within the local authority area and a clinical commissioning group for an area, any part of which falls within the local authority area health have an equal and shared duty to work together (in partnership with other relevant agencies) to make arrangements to safeguard and promote the welfare of all children in a local area

4.1.2 The Children Act 2004, sections 11 and 16E

4.1.3 The Care Act 2014 (including statutory guidance to the Care Act 2014) which requires the establishment of a Safeguarding Adults Board (SAB) comprising the local authority, the CCGs in the local authority's area and the Chief Officer of Police in the local authority's area, to assure itself that local safeguarding arrangements and partners act to help and protect adults in the locality

4.1.4 The Data Protection Act 2018

4.1.5 The General Data Protection Regulation

4.1.6 Crime and Disorder Act 1998, section 115

4.1.7 The Human Rights Act 1998

4.1.8 The Criminal Justice Act 2003, section 325

4.1.9 Domestic Violence, Crime and Victims Act 2004

4.1.10 Working Together to Safeguard Children statutory guidance July 2018

4.1.11 Information Sharing Advice to practitioners providing safeguarding services to children, young people, parents and carers July 2018

4.1.12 Caldicott Review of Information Governance 2013

4.2 The Partner Agencies have a range of statutory duties between them and typically will be able to lawfully share personal data based on (but not limited to) the legal gateways set out above.

5. Data Protection

- 5.1 This Information Sharing Agreement sets out the framework for the sharing of personal data between the Partner Agencies as controllers (within the meaning of the Data Protection Legislation). The Partner Agencies acknowledge that each Partner Agency will regularly disclose to another Partner Agency or the other Partner Agencies personal data for the Purpose of this Information Sharing Agreement (“Shared Personal Data”).
- 5.2 Each Partner Agency shall comply with all the obligations imposed on a controller under the Data Protection Legislation.
- 5.3 Each Partner Agency shall:
 - 5.3.1 process Shared Personal Data fairly, lawfully and transparently;
 - 5.3.2 process the Shared Personal Data only for the Purpose of this Information Sharing Agreement;
 - 5.3.3 ensure that personal data to be shared is accurate and up-to-date;
 - 5.3.4 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Shared Personal Data and against accidental loss or destruction of, or damage to, Shared Personal Data. Without limitation to this clause 5.3.4, this shall include ensuring that any information shared via email is shared in an encrypted attachment, shared between secure email domains or shared using an encrypted email service;
 - 5.3.5 ensure that individuals are informed about the collection and use of their personal data and are provided with the privacy information required by the Data Protection Legislation;
 - 5.3.6 respect its obligations to comply with data subject access requests under the Data Protection Legislation and information requests under the Freedom of Information Act 2000 (or Environmental Information Regulations 2004 as applicable) and provide reasonable assistance to each other Partner Agency to comply with their obligations;
 - 5.3.7 not transfer any Shared Personal Data received from another Partner Agency outside the European Economic Area;
 - 5.3.8 notify the other Partner Agencies without undue delay on becoming aware of any breach of the Data Protection Legislation and provide reasonable assistance to each other Partner Agency as is necessary to facilitate the handling of any personal data breach in an expeditious and compliant manner;
 - 5.3.9 provide the other Partner Agencies with contact details of at least one employee as a single point of contact (“SPoC”) and responsible manager for all issues arising out of the Data Protection Legislation;
 - 5.3.10 keep a record of what Shared Personal Data has been shared, with which Partner Agency(Agencies) and the reasons or Purpose why it was shared and keep a record of decisions not to share information and the reasons why it was not shared; and
 - 5.3.11 keep the Shared Personal Data for no longer than is necessary for the Purpose or that Partner Agency’s statutory functions.
- 5.4 The Partner Agencies acknowledge that the Shared Personal Data will regularly be special category data within the meaning of the Data Protection Legislation. Special category data will be shared only where there is an additional special category condition within the meaning of the Data Protection Legislation. That special category condition is likely to be:

- 5.4.1 the explicit consent of the data subject has been obtained where possible and appropriate. It may not be appropriate to seek consent where the information needs to be shared to prevent harm;
- 5.4.2 the sharing is necessary to protect the vital interests of the data subject or of another natural person where the data subject is physically or legally incapable of giving consent;
- 5.4.3 the processing is necessary for the establishment, exercise or defence of legal claims; or
- 5.4.4 the processing is necessary for reasons of substantial public interest.

6. Monitoring Review and Indemnity

- 6.1 Each Partner Agency shall ensure that its lead officer or SPoC maintains oversight of this Information Sharing Agreement.
- 6.2 The content of this Information Sharing Agreement will be reviewed initially after six months and thereafter annually by the Partner Agencies to ensure compliance with legislation and to review the effectiveness of this data sharing initiative.
- 6.3 Any changes to this Information Sharing Agreement must be agreed in writing by all the Partner Agencies.
- 6.4 Where a Partner Agency has decided not to share information that has been requested by another Partner Agency, that Partner Agency will provide its record of the reasons for the decision not to share the information, including the consideration of the safety and well-being of the affected individual.
- 6.5 Each Partner Agency undertakes and agrees to pursue a positive approach towards resolving any dispute which maintains a strong working relationship between the Partner Agencies. Each Partner Agency's SPoC or lead officer will use all reasonable endeavours to identify a mutually acceptable solution.
- 6.6 Each Partner Agency will keep each of the other Partner Agencies fully indemnified against any and all costs, expenses and claims arising out of any breach of this agreement.

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| Partner Agency | |
| Name of Member (Print) | |
| Job Title of Member | |
| Signature of Member | |