

INFORMATION SHARING AGREEMENT

between

SCOTTISH PRISON SERVICE

and

XXXXXXXXXX

1 INTRODUCTION

This document describes the agreement for data sharing between the Scottish Prison Service (SPS) and xxxxxxxxxxxx, hereafter referred to as 'partners'. This agreement outlines the terms and conditions agreed between the partners under which information needs to be shared and the safeguards that must be implemented. The agreement exists to ensure that data can be shared in a way which satisfies both the legal and professional obligations of the partners, their respective staff and the legitimate expectations of the data subjects.

2 BASIS OF THE AGREEMENT

2.1 Purpose and Benefits

The service being provided by xxxxxxxxxxxx is:

- xxxxxxxxxxxx

The objectives of providing the service are to:

- xxxxxxxx.
- Xxxxxxxxxx

The benefits of providing the service are

- Xxxxxxxxxx
- xxxxxxxx

2.2 Organisations

The following organisations will be involved in the data sharing:

Organisation	Department or Business Area
Scottish Prison Service	HMP xxxxxx
xxxxxxx	xxxxxxxxxx

2.3 Data Types

Personal information on individuals in custody and who have provided consent to be part of the service will be shared for the purpose of this agreement.

The information to be shared includes:

- Xxxxxxxxxx
- Xxxxxxxxxx
- xxxxxxxx

2.4 Data Protection Act

The Data Protection Act requires that data controllers meet certain obligations, which include compliance with the data protection principles. The partners to this agreement confirm that their processing of personal data complies with the data protection principles in that the data subject has given their explicit consent to the processing of their personal data.

3 MANAGING THE AGREEMENT

3.1 Operational Contacts

The partners will each appoint an Operational Contact, who:

- will have a co-ordinating role;
- will be responsible on a day-to-day basis for the data sharing; and
- will liaise with the Operational Contact of the partner organisation.

Operational Contacts:		
Partner Organisation	Title	Contact Details
Scottish Prison Service	xxxxxxxxx	xxxxxxxxx
xxxxxxxxxxxxx	xxxxxxx	xxxxxxxxxxxxx

3.2 Management of Information

The sharing of information will be managed by the nominated Operational Contacts from each of the partners who will meet as necessary to review progress and discuss issues that have arisen.

3.3 Changes to the Agreement

The agreement will be reviewed as necessary and as legislation dictates. Minor changes (e.g. personnel changes) to the agreement can be approved jointly by the nominated Operational Contacts without referring back to the senior management of the partners. Significant changes to the agreement will need to be approved by the senior management of the partners.

3.4 Dispute Resolution

If circumstances arise in which one partner has concerns in relation to the operation of this agreement every effort should be made to resolve this so that data exchange is not disrupted. Any partner may suspend this agreement for up to 30 days if their view is that security has been seriously breached. This should only be considered as a last resort and on the undertaking that the 30 day period will be used to resolve the issue. Serious operational concerns should be escalated to the senior management of the partners.

3.5 Termination

After the service has terminated certain essential documents will require to be archived and kept for a period of 5 years. Upon expiration of this 5 year archiving period, paper data will be shredded and disposed of securely. Electronic data, which will be stored on an encrypted laptop or on a confidential network server (access to both being restricted to those working on the project) will be deleted.

3.6 Breaches

Each partner will ensure that the other partner is promptly notified of any security breaches or significant security risks, affecting shared information.

Disclosure of data to persons or organisations outside the terms of this agreement (for instance, the forwarding of e-mails containing sensitive data to any individual or organisation which is not a signatory to this agreement) will be deemed to constitute a breach of the agreement, unless a clear, legal justification and evidence can be provided to support the disclosure. Where such data exchanges are necessary, consideration must be given as to whether the relevant person or organisation needs to sign up to this agreement.

4 DATA SHARING PROCEDURES

4.1 Overview

A prisoner's personal information will only be shared if the prisoner has given their written consent.

Only the minimum necessary personal information will be shared on a **need-to-know** basis and only when it supports the delivery of the purposes and functions set out in this agreement.

All reasonable steps must be taken to ensure that anyone who has received information is notified of any relevant changes and if any inaccuracies are found the necessary amendments will be made.

Information provided by partner organisations will not be released to any third party without the permission of the owning partner organisation.

Staff must also follow their own organisation's procedures relating to the handling of personal information.

4.2 Data Sharing Processes

[Full description of the data sharing processes including, for example:

- *Consent – Who will collect signed consent forms? When and how will the forms be collected? Who will store the forms and where? What will the process be if a prisoner wants to withdraw consent at a later date?*
- *Prisoner personal data – What data will be shared? How will it be shared? How and where will it be stored?*
- *PR2 – Will the partner organisation require access to PR2? Who will access PR2 and what level of access will they require? What information will they access, input or take out of PR2?]*

4.3 Staff Access to Data

Each partner will ensure that all staff implementing this agreement are made aware of the contents of the information sharing agreement and the requirements to keep information secure.

The term 'staff' encompasses paid workers, volunteers, students and other temporary workers approved by the employing organisation, whose duties include those relating to the functions outlined in this agreement.

Partner organisations will ensure that all current and newly-appointed staff receive appropriate training in the application of this agreement and the requirements of good information handling.

5 INFORMATION SECURITY

The minimum information security requirements are as follows:

- Access to data should be restricted to users who have the authority to see such data.
- Sensitive data on computer screens or in hard-copy format must not be accessible by non-authorised individuals.
- Documents containing sensitive information should be protectively marked as OFFICIAL - SENSITIVE.
- Documents or electronic media (e.g. CDs or encrypted memory sticks) containing sensitive data must be stored in lockable, secure containers when not in use.
- When posting documents containing sensitive data they should be double enveloped and carried either by trusted hand or courier. The inside envelope should be protectively marked as OFFICIAL – SENSITIVE. There should be no protective marking on the outside envelope.
- Sensitive information should only be sent via e-mail if both the sender and the receiver are using secure encrypted email systems.
- Fax machines must not be used for sending sensitive information.
- Data taken from premises must be kept secure at all times, must not be made available to individuals who are not authorised to see it, and must only be used for the purposes specified within the agreement.
- Once a paper document is no longer required, it must be destroyed in a paper shredder. Electronic media must be securely disposed of when no longer required.

Breaches of security, confidentiality and other violations of this agreement must be reported to SPS as soon as possible after they occur.

6 PUBLIC INFORMATION REQUESTS

6.1 Freedom of Information Requests and Subject Access Requests

The Scottish Prison Service is a Scottish Public Authority for the purposes of the Freedom of Information (Scotland) Act 2002 (FOISA) and is obliged to respond to any request for information. In addition, under the Data Protection Act, individuals have the right to see a copy of any personal information that is held about them. This right is known as a Subject Access Request (SAR).

Where any FOI or SAR requests are received which affect more than one partner, the partners will liaise to ensure a consistent approach, particularly regarding any exemptions which may need to be applied and the justifications for them.

6.2 Complaints

Any concerns or complaints will be dealt with promptly and in accordance with the internal complaints procedures of each partner organisation.

7 SIGNATURES

On behalf of our respective organisations, we accept and endorse this agreement.

Signature:

Date:

[Name]

[Designation], Scottish Prison Service

Signature:

Date:

[Name]

[Designation], xxxxxxxxxxxxxxxxx