





Data Sharing Agreement

1	Between: Parole Board for Scotland , a statutory body in terms of the Prisoners and Criminal Proceedings (Scotland) Act 1993 having its headquarters at Saughton House, Broomhouse Drive, Edinburgh, EH11 3XD; and Scottish Prison Service , an executive agency of the Scottish Government having its headquarters at Calton House, 5 Redheughs Rigg, Edinburgh, EH12 9HW.	
2	Purpose of data sharing agreement: This Agreement outlines the terms and conditions agreed between the Parole Board of Scotland and the Scottish Prison Service (the Parties) under which specific Personal Data will be shared. It also outlines the safeguards that have been put in place to ensure that the sharing of Personal Data is lawful. The Agreement exists to ensure that Personal Data can be shared in a way that satisfies the legal and professional obligations of the Parties, their respective staff and the rights, freedoms and legitimate expectations of the Data Subjects in respect of whom the Personal Data is being shared. The Agreement has been prepared to support the regular sharing of specific Personal Data. The Agreement details the specific purposes for sharing Personal Data, as well as the Personal Data being shared, the required operational procedures for that sharing to take place, the Legal Basis for sharing and what is to be done with the Personal Data that is shared after the legitimate need for processing has ceased. Purpose for sharing Personal Data: To share data pertaining to victims registered on the Victim Notification Scheme (“the Data Subjects”) in order to inform them of their right to make an application to the Parole Board for Scotland to request to observe a parole hearing under the terms of Rule 26A of the Parole Board (Scotland) Amendment Rules 2021. Rule 26A requires the Board to intimate the period in which a victim has to make an application to request to attend a parole hearing. The Board is therefore required to contact victims in relation to a case to inform them of this right. Parties may only use the Personal Data disclosed to them under this Agreement for the specific purposes set out in this document. Personal Data shared for purposes other than those detailed in this Agreement are not supported by this Agreement.	
3	Controllers: Scottish Prison Service Parole Board for Scotland	Processors: none

4	<p>Personal Data to be processed:</p> <p>Forename, surname, addresses and contact telephone numbers belonging to the following Data Subjects:</p> <ul style="list-style-type: none"> • Victims registered for part one and part two of the Victim Notification Scheme (VNS) in all part IV cases referred to the Board in terms of the Parole Board (Scotland) Rules 2001.
5	<p>Lawful basis for sharing information:</p> <p>The Parole Board for Scotland (PBS) and Scottish Prison Service (SPS) are competent authorities, as specified in schedule 7 of the Data Protection Act 2018 (DPA 2018). The data will be shared between the two listed competent authorities for law enforcement purposes under the terms of Part 3 of DPA 2018.</p> <p>Part 3 of DPA 2018 states that Controllers have certain duties, which include compliance with the six data protection principles set out in Sections 35 to 40 of DPA 2018. The first data protection principle states that the processing of Personal Data must be lawful and fair and Personal Data shall not be processed unless at least one condition in Section 35 (2) of DPA 2018 is met and, in the case of sensitive processing, at least one condition in Sections 35 (4) or (5) of DPA 2018 is also met.</p> <p>The Parties confirm that their processing of Personal Data (including sensitive processing) complies with the requirements of Part 3 of DPA 2018 by meeting the following relevant conditions:</p> <p>Processing of Personal Data:</p> <p>Section 35 (2)(b): The processing is necessary for the performance of a task carried out for a law enforcement purpose by a competent authority.</p> <p>Sensitive Processing:</p> <p>Section 35 (5): The processing is strictly necessary for a law enforcement purpose, the processing meets at least one of the conditions in Schedule 8 and the controller has an appropriate policy document in place.</p> <p>Schedule 8 (1) Statutory etc. purposes - The processing is necessary for the exercise of a function conferred on a person by an enactment or rule of law, and is necessary for reasons of substantial public interest.</p> <p>Schedule 8 (2) Administration of justice - The processing is necessary for the administration of justice.</p> <p>The Parties each act as Controllers. Once Personal Data has been transferred from one Party to the other Party, then the recipient becomes entirely responsible for keeping the information secure. The sender is not responsible for any loss or damages arising from the use of the Personal Data by the recipient.</p> <p>Human Rights Act 1998</p> <p>Disclosure of Personal Data will be conducted within the legal framework of the Human Rights Act 1998 (HRA). The HRA gives further effect in domestic law to Articles of the</p>

	<p>European Convention on Human Rights (ECHR). The Act requires all domestic law to be compatible with the Convention Articles and places a legal obligation on all public authorities to act in a manner compatible with the Convention.</p> <p>Article 8 of the ECHR, set out in Schedule 1 to the HRA, states that:</p> <p><i>(1) Everyone has the right to respect for his private and family life, his home and his correspondence.</i></p> <p><i>(2) There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others.</i></p> <p>The Parties confirm that their processing of this information complies with the requirements of the HRA in that sharing of Personal Data is proportionate and in accordance with one or more of the circumstances set out Article 8(2) above.</p> <p>Common law duty of confidence</p> <p>Disclosure of information containing Personal Data will be conducted in compliance with the common law duty of confidence. The duty of confidence falls within common law as opposed to statutory law and derives from cases considered by the courts. There are generally three categories of exception to the duty of confidence, where:</p> <ul style="list-style-type: none"> • there is a legal duty to disclose; • there is an overriding duty to the public; and/or • the individual to whom the duty of confidence is owed consented. <p>The Parties to this Agreement confirm that their processing of Personal Data complies with the requirements of the common law duty of confidence in that there is a legal duty to disclose and an overriding duty to the public to share the Personal Data falling within the scope of the Agreement.</p>
6	<p>Fairness and Transparency:</p> <p>A basic requirement of Data Protection Law is that individuals should be told who is holding their information, what the Controller intends to do with the information and who else they may share it with. For the purposes of this agreement both Parties are Controllers of the Personal Data they hold, including Personal Data that they receive from each other. Each Party must ensure that they have appropriate policies and procedures in place to facilitate both the protection and the exercising of rights of individuals under Data Protection Law. Each Party will comply with the rights of the individuals in a fair and consistent manner and in accordance with any specific legislative requirements, regulations or guidance.</p> <p>Privacy Notices</p> <p>The terms of this Agreement will be reflected in PBS and SPS Privacy Notices and further information will be made available on the PBS website.</p>

7	<p>Retention of Personal Data:</p> <p>Data Protection Law does not set out any specific minimum or maximum periods for retaining Personal Data. However, it requires that Personal Data shall not be kept for longer than is necessary for the purposes for which the Personal Data are processed.</p> <p>For the purpose of sharing Personal Data under this Agreement, the Parties will:</p> <ul style="list-style-type: none"> • consider the purposes they hold the Personal Data for in deciding how long to retain it; • securely delete Personal Data that is no longer needed for these purposes; and • update, archive or securely delete Personal Data, if it goes out of date. <p>Each Party will have a policy document which outlines their approach to retention, storage and disposal of records, in line with the Public Records (Scotland) Act 2011 and Data Protection Law, including the minimum retention schedules.</p>
8	<p>How the data sharing will be carried out:</p> <p>Information will be shared between SPS and PBS by secure electronic mail. The data provided by SPS will be recorded and retained on the PBS Casework Management System. This system can only be accessed by authorised personnel. PBS will use this data to contact Data Subjects to inform them of their right to make an application to the Board in terms of Rule 26A.</p>
9	<p>Where information is shared from:</p> <p>The relevant Personal Data will be extracted from the SPS PR2 system which holds the personal details of VNS registered victims until such time as the Data Subject intimates they would like to terminate registration with the scheme.</p>
10	<p>Information Security:</p> <p>Government Security Classifications</p> <p>All emails used to share Personal Data under the terms of this Agreement will be marked OFFICIAL - SENSITIVE or OFFICIAL – SENSITIVE: PERSONAL and will <u>only</u> be sent by SPS via secure email to the identified secure email address within PBS.</p> <p>Breaches of security, confidentiality and other violations of this Agreement will be reported in line with each Party’s incident reporting procedures.</p> <p>Both Parties will use the Government Security Classifications and will mark Sensitive Personal Data as defined in this Agreement as OFFICIAL - SENSITIVE at a minimum</p> <p>Electronic Storage</p> <p>The most effective method of storing documents (in respect of this Agreement) will be digital. Protectively marked documents must be stored securely, i.e. in a password protected secure IT system. The use of removable / portable storage devices is to be discouraged but where this is unavoidable this must be on encrypted devices or media which must be securely disposed of when no longer required.</p>

	<p>Disposal</p> <p>Once physical documents containing Personal Data are no longer required, they must be shredded (using a cross-cut shredder) or disposed of using the agency approved confidential waste procedure. Electronic data that is no longer required must be deleted, including any which has been stored on portable electronic media. Deletion must involve secure deletion and over-writing and not simply use the default delete command.</p>
11	<p>Breaches:</p> <p>Each Party should consider whether it is necessary to inform the other Party of any potential security breach. If appropriate, notification should be provided within 24 hours from becoming aware of any potential security breach or significant security risk affecting shared Personal Data. If a breach of Personal Data is found to have occurred, any notification made to the UK Information Commissioner and any relevant Data Subjects, will be made in accordance with Data Protection Law by the relevant Controller.</p>
12	<p>Commencement of agreement:</p> <p>The Data Sharing Agreement will come into effect on 9 April 2021 and will continue until the Parties replace, amend or terminate the agreement by written agreement and notice.</p>
13	<p>Review of agreement:</p> <p>The Parties to this agreement will undertake a review every two years unless otherwise required.</p>
14	<p>Variation:</p> <p>Either party may, at any time, request a variation to the Data Sharing Agreement that it may reasonably require. Any variation request will be communicated in writing to the relevant contact.</p>
15	<p>Signatories:</p> <div style="display: flex; justify-content: space-around; align-items: flex-end; padding-top: 20px;"> <div style="text-align: center;">  <p>Parole Board for Scotland Chief Executive</p> </div> <div style="text-align: center;">  <p>Scottish Prison Service Chief Executive</p> </div> </div>