

(Service Name)

INFORMATION SHARING AGREEMENT

Guidance Note

Classification: UNRESTRICTED

This information sharing agreement is in the format of a template which lists the areas which must be considered when sharing information, in particular personal information.

Under each area, guidance is provided on the detailed information required to complete the information sharing protocol, and should be completed to meet the needs of the Service and the organisation(s) who will share the information. The level of detail required under each area will depend on the type of information to be shared and the reason for sharing the information.

All organisations should ensure that the reason for sharing information and the level of detail contained within any agreement meets the requirement of relevant legislation, eg the Data Protection Act 1998.

The headings within the template can be included in other documents, such as Service Level Agreements, where information sharing forms part of those agreements, particularly where personal information is to be shared.

NOT PROTECTIVELY MARKED

(Organisation
Logos – if
appropriate)

(ORGANISATION NAMES)

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1. Detail of parties sharing information

This section should:

- list the organisations that will share the information, and sign the agreement.

2. Purpose of the information sharing

This section should:

- explain the circumstances under which such a request may be made and state the specific purpose for sharing, disclosing and exchanging the information and the duration for which it will apply.

3. Roles and responsibilities of partner organisations

This section should:

- detail the lead party and its role and responsibilities in relation to quality assurance of data.
- detail the role of each organisation for collection, storage and disclosure of information (This should include any legislation that supports the sharing of the information, and should also include the responsibility to inform data subjects of the purposes for which the data is being exchanged and to whom it will be passed, if relevant).
- detail the process to be followed for dealing with subject access requests relating to the data to be shared (including agreement where exemptions will be used).
- provide information on appropriate contacts for each organisation (actual contact details may be contained within an appendix).

4. Information Exchange

This section should:

- detail if consent from the data subject is required and procedure to be followed if consent is withheld or withdrawn (this should also include the conditions being applied if consent from the data subject is not required or has been withheld or withdrawn).
- describe the type of personal information to be shared, detailing exactly what is to be shared, e.g. name, address, dob etc.
- describe statistical and other data to be shared.
- detail how the information is to be shared, e.g.

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- manually (describe the arrangements for physical transfer, in person, by post or by collection from the organisation).
- electronically (describe the arrangements for electronic transfer, e.g. email).
- shared access (describe any arrangement for access to organisations systems).
- confirm that the information to be shared must be accurate, valid and complete, and detail the process to be followed for dealing with any inaccuracies found.

5. Security

This section should:

- describe any security required for delivery of the information, e.g. sealed/ secured boxes or packages.
- detail the responsible staff in each organisation for providing and/or receiving the information, and the staff who will have access to it.
- confirm that staff who have access to personal information in each organisation will be aware/made aware of the requirements of processing under the Data Protection Act.
- describe how the information will be retained, either manually or electronically, and the security arrangements of the storage, e.g. locked cabinets, electronic database with user authentication etc.
- describe the procedure to be followed if there is a breach of security under the agreement.
- advise whether passwords or user authentication is required and also if the data will be encrypted, and the encryption methods to be used, if relevant.
- confirm that the information will not be shared with, or passed to, any third parties not named in this agreement.
- confirm the retention periods for the data to be shared, any requirements for disposal of information after the duration of the agreement and any requirements to verify disposal.

6. Scope & Review

This section should:

- detail the time period the agreement covers.
- detail the review frequency for the agreement and the date of the next review.
- detail any meeting frequency for monitoring the management and effectiveness of the agreement.

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7. Signatures

This section should:

- contain the signatures of the appropriate organisations as confirmation of the agreement.
- Include the date of signing.