



## **Data Sharing Agreement for the sharing of personal data**

between

**Southampton City Council**

and

**Southampton Voluntary Services**

**Grant applications for assessment**

**Date:**

## DATED:

## Parties

- (1) **SOUTHAMPTON CITY COUNCIL** of Civic Centre, Southampton, SO14 7LY (“the Council”)
- (2) **SOUTHAMPTON VOLUNTARY SERVICES** of Kingsland Square, Southampton, SO14 1NW (“the Recipient”)

## Contact details

### Integrated Commissioning Unit

Southampton City Council

Civic Centre

Southampton

SO14 7LY

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### Southampton Voluntary Services

Kingsland Square

Southampton

SO14 1NW

Jo Ash

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## 1. Shared Information

- 1.1. This agreement provides the basis for facilitating the exchange of information between the parties concerned where it is necessary or expedient under the terms of any legislation in order to provide services in the most effective and appropriate way.
- 1.2. The information shared will be **grant applications, which may contain personal contact details such as name, address, phone number and email address** (“the Shared Information”).
- 1.3. The Recipient requires the Shared Information **to enable them to fully assess the grant application and advise the council on whether or not to grant fund the applicant.** (“the Objective”)
- 1.4. The Shared Information **does not contain sensitive information.**
- 1.5. **The Shared Information is held electronically on an encrypted memory stick.**
- 1.6. For the purposes of this agreement and avoidance of doubt, the Council is the Data Controller, as defined by the Data Protection Act 1998. Once the Shared Information has been disclosed to the Recipient, the Recipient becomes the data controller for the copy held by them.

## 2. The Process for Sharing

- 2.1. The processing of the Shared Information is considered fair and lawful because, **under Schedule 2 of the Data Protection Act 1998, 2, the processing is necessary –**
  - (a) **for the performance of a contract to which the data subject is a party, or**
  - (b) **for the taking of steps at the request of the data subject with a view to entering into a contract.**
- 2.2. The legal power that allows parties to disclose and receive the Shared Information is **Section 2 of the Local Government Act 2000.**
- 2.3. The parties confirm that they will comply with all relevant legislation (including secondary legislation) currently in force, or subsequently enacted. In fulfilling this obligation, the parties will take into account such official supportive guidance as is issued at any time. Where applicable to the shared information, the parties confirm that they will adhere to the Caldicott principles and the common law duty of confidentiality.
- 2.4. The procedure for sharing information under this agreement can be found in Schedule 1.

- 2.5. The Shared Information will be used to contribute to the functions and objectives of the Council and the Recipient by **enabling the Council to make informed funding decisions**, and is therefore considered proportional.
- 2.6. The Recipient confirms that once they have received the Shared Information, it will only be used for achieving the Objective, and not be further disclosed to another party.

### **3. Compatibility**

- 3.1. The Council confirms that the disclosure of the Shared Information is compatible with the purpose for which it is processed.

### **4. Adequacy**

- 4.1. The Council and the Recipient confirm that the level of detail of the Shared Information is necessary to achieve the Objective.
- 4.2. The Council and the Recipient confirm that the Objective could not be achieved with anonymised or limited data.

### **5. Accuracy**

- 5.1. The Council and the Recipient confirm that all reasonable steps will be taken to ensure that the Shared Information is accurate.
- 5.2. The Recipient shall notify the Council promptly once any inaccuracies have been identified so that the integrity of the Shared Information is maintained.

### **6. Retention**

- 6.1. Once the Objective has been achieved, the Recipient shall delete or destroy the Shared Information **after the grant panel meeting for that round of funding (approximately six weeks after the application deadline for that funding round)**, in accordance with 6.2.
- 6.2. **The encrypted memory stick will be returned to the Council at the grant panel meeting for that funding round, or as soon as is reasonably practical after that date if the Recipient is unable to attend the grant panel meeting. Any printed copies of the Shared Information will be destroyed immediately after the grant panel meeting for that funding round either in the Recipient's confidential waste or by handing them to the Council for disposal.**

- 6.3. Once the information sharing relationship between the parties detailed in this agreement has ceased, the Recipient shall **return or destroy any remaining Shared Information to the Council in accordance with 6.2.**

## 7. Information Requests

- 7.1. The Recipient shall co-operate and assist the Council in responding to subject access requests made under the Data Protection Act 1998.
- 7.2. If the Council receives a request for information relevant to this agreement under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, it shall notify the Recipient of this request, and stipulate the time period during which the Recipient needs to respond in order to make representations as to whether an exemption/exception applies. Following the notification, the Recipient shall supply such information as the Council may reasonably request in order to enable the Council to respond to the request.

## 8. Security

- 8.1. The Council and the Recipient shall have appropriate technical and organisational measures in place to protect the confidentiality, integrity, and availability of the Shared Information during all stages of processing.
- 8.2. The Council and the Recipient shall adhere to common standards for information security as set out under '*Code of Practice for Information Security Controls (ISO 27002:2013)*' and '*Information Security Management Systems – Specification with Guidance for Use (BS7799-2:2002)*', and any revised or subsequent versions, **[or demonstrate an equivalent level of compliance in accordance with the Health and Social Information Centre Information Governance Toolkit statement of compliance (relevant to organisational status). As a minimum an organisation sharing information under this agreement should be able to demonstrate a level of information governance compliance that is fully reflective of the legal obligations set out in the Data Protection Act 1998 and other relevant legislation and support the Caldicott Guardian principles within Social Care.]**
- 8.3. The Recipient shall store the Shared Information securely whilst it is in their possession, using appropriate physical security equipment/furniture.
- 8.4. If the Council or the Recipient sends the Shared Information by email, it shall be sent using a secure and encrypted email service.
- 8.5. If the Council or the Recipient sends the Shared Information by postal mail, it shall be sent by recorded delivery, or similar "signed for" service.

- 8.6. The Recipient shall ensure that only people who have a genuine business need to see the Shared Information will have access to it once in their possession.
- 8.7. The Recipient shall make staff aware of the provisions of this agreement, their responsibilities regarding the protection of personal data and the circumstances under which it may lawfully be shared.
- 8.8. The Recipient shall ensure staff are trained appropriately to abide by the information security policies of their own organisation and the procedures for information sharing which have been put in place under the procedure detailed in Schedule 1.

## **9. Transfer**

- 9.1. The Recipient shall not transfer the Shared Information to a country or territory outside of the European Economic Area without the express permission of the Council.

## **10. Complaints**

- 10.1. The Recipient shall direct complaints from individuals or groups subject to the Shared Information to the Council, who will take responsibility in investigating and responding.
- 10.2. The Recipient shall provide co-operation and assistance to the Council, and supply such information as the Council may reasonably request in order to enable them to respond to the complaint.

## **11. Inspection**

- 11.1. The Recipient shall permit the Council from time to time to inspect their arrangements for securing, accessing, and processing the Shared Information.
- 11.2. If such inspection should involve a site visit, it shall be pre-arranged with the Recipient at a date and time convenient for both parties.

## **12. Loss/Unauthorised Release**

- 12.1. The Recipient shall notify the Council immediately upon becoming aware of any breach, or suspected breach, of legislation or other duty, stated or implied, relating to the confidentiality of the Shared Information.
- 12.2. If such a breach described in 12.1 occurs, the Recipient shall conduct an investigation, and provide the Council with a report detailing how the breach occurred and any remedial steps that will be taken.

- 12.3. The Council shall provide co-operation and assistance to the Recipient as part of any investigation conducted under 12.2.

### **13. Indemnity**

- 13.1. The Recipient agrees to indemnify the Council from and against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Council arising out of or in connection with any breach of this agreement and any breach of the provisions of the Data Protection Act 1998 and relevant data protection legislation occurring in connection with the Shared Information.
- 13.2. The indemnity shall not apply where the liability arises from incomplete or incorrect information supplied and the error or omission was due to wilful wrongdoing or negligence of the Council.

### **14. Review**

- 14.1. The agreement will be reviewed at least every [time period].
- 14.2. Any amendments must be agreed by the Council and the Recipient, and formally documented before coming into force.

## Signatories

**Southampton City Council**

**Southampton Voluntary Services**

Name:

Name:

Position:

Position:

Signature:

Signature:

(On behalf of Southampton City Council)

(On behalf of **Southampton Voluntary Services**)

.....

.....

Date:

Date:



## Schedule 1 – Information Sharing Procedure

1. The Recipient will nominate an officer to process the Shared Information.
2. The Shared Information will be provided
  - 2.1. one funding round at a time
  - 2.2. within two weeks of the application deadline of each funding round
3. The full grant application file will be provided for each grant application. This includes the application form and any other documents or emails submitted in support of the application. A spreadsheet summarising all the applications will also be provided.
4. The Shared Information will be transferred via an encrypted memory stick, which will be hand delivered either to the Recipient's main office or directly to the Recipient's nominated officer. The password will be sent directly to the Recipient's nominated officer by email.
5. The Recipient will use the information directly from the encrypted memory stick and will not download electronic copies of the Shared Information to any of their devices.
6. The encrypted memory stick will be returned to the Council at the grant panel meeting for that funding round, or as soon as is reasonably practical after that date if the Recipient's nominated officer is unable to attend the grant panel meeting. The Council will delete the Shared Information from the encrypted memory stick.
7. If the Recipient has made any printed copies of the Shared Information these will be kept in a secure location within the Recipient's main office. Any printed copies will be destroyed immediately after the grant panel meeting for that round of funding either in the Recipient's confidential waste or by handing them to the Council for disposal in the Council's confidential waste.
8. No copies of the Shared Information, either electronic or printed will be kept by the Recipient beyond the grant panel meeting (or as soon as is reasonably practical afterwards) for that funding round.