****

**<START OF AGREEMENT (delete)>**

**Data Sharing Agreement**

**Reference 1 Advice in County Durham *and*[XXXX]**

[**INTERPRETATION**](#comji65f8r3q) **- A list can be found at the end of this document**

**INTRODUCTION**

1. The purpose of this Agreement is to facilitate the lawful, appropriate and effective sharing of data and or information between the partner organisations using the Advice in County Durham Portal to make and receive client referrals and to set out to those partner organisations the rights of Citizens Advice County Durham acting in capacity as Data Controller/Owner of all data shared through the Advice in County Durham Portal.
2. The Schedule(s) set out the nature and extent of the data and or information to be shared, in particular any personal data or special category personal data; the purpose and the identity of the Data Consumer and Data Provider. A party may be both a Data Consumer and a Data Provider in relation to this Agreement, depending on whether they are accepting or receiving referrals from the Advice in County Durham Portal.
3. This Agreement defines the principles and procedures that the parties shall adhere to whenever they need to share data using the Advice in County Durham Portal and or information and the responsibilities each party owes in respect of the other.

**THE PARTNER ORGANISATIONS**

Name of Partner Organisation

1. [brief description of the role and/ or legal basis of partner organisation]

Citizens Advice/ Advice in County Durham XX

1. A company registered in England & Wales under registration number 08357279 and a registered charity (Number 1151790) whose registered office is at Armstrong House, Abbeywoods Business Park, Durham, DH1 5GH).

**THE NATURE AND PURPOSE(S) FOR THE SHARING OF DATA BETWEEN THE PARTIES**

1. The parties to this agreement agree to lawfully and appropriately share data using the Advice in County Durham Portal for the express purpose of referring clients who have been identified as requiring further advice & support in order to make a referral to a partner agency within the Advice and County Durham Partnership.
2. The parties to this agreement also agree to lawfully and appropriately share data using the Advice in County Durham Portal for the purposes of their charitable functions or the exercise of any statutory and public functions, within the principles and objectives of the AiCD Partnership Code of Conduct.
3. Further details of the purpose(s) for the sharing of data and or information, and specific measures and controls relating to the sharing of data and or information for those purposes are included as Schedules of this agreement.
4. The nature of the processing will include collection, recording, storage, use, organisation and retrieval of client information by Advice in County Durham system administrators and relevant AiCD Partnership members on completion of a successful referral.

**LEGAL REQUIREMENTS**

1. Partner organisations of the AiCD Partnership must comply with all relevant legal requirements relating to the processing of data and or information (particularly Personal data and Special category personal data).
2. The principal legislation is listed below:

* The Data Protection Act 2018
* Human Rights Act 1998 (Article 8)
* Freedom of Information Act 2000
* Computer Misuse Act 1990
* The General Data Protection Regulation 2016/679
* Please add any further, relevant legislation applicable to your Organisation – as necessary (if you are unsure please check with your contact at AiCD)

1. Other legislation may be relevant when sharing specific data and or information.
2. AiCD Partner organisations must also comply with the common law duty of confidentiality.

**CITIZENS ADVICE COUNTY DURHAM AS DATA CONTROLLERS OF THE AiCD PORTAL**

1. Whilst Citizens Advice County Durham do act as a AiCD Partner Organisation for the purposes of making and receiving referrals through the AiCD Portal, Citizens Advice County Durham also acts as Data Controller for Data which is shared through the AiCD Portal.
2. Staff employed by Citizens Advice County Durham maintain the Portal facility and ensure compliance via ongoing data governance of the data shared within the portal. These Staff also ensure by working within the Advice in County Durham Terms of Reference that any potential conflicts of interests within this relationship are avoided.
3. Any reference to Citizens Advice/Advice in County Durham within this Agreement relates to Citizens Advice County Durham.
4. Consenting for data to be shared through this Agreement and the AiCD Portal includes the recognition and explicit acceptance that this data will be shared with a limited number of Citizens Advice County Durham staff acting as Data Controller of the portal and or, also consenting that this Data will be shared where applicable with relevant AiCD Partner Organisations at your request as the Referring Party.
5. Information on Citizens Advice County Durham as a data controller should be made available to clients upon referral. [[1]](#footnote-1)

**RESPONSIBILITIES**

**General responsibilities**

1. Each AiCD Partner Organisation is responsible for ensuring that their organisational, technological and security measures meet the requirements of this Agreement.
2. Each AiCD Partner Organisation is responsible for ensuring that the requirements of this Agreement are appropriately and adequately communicated to their staff and volunteers, and for ensuring compliance with this Agreement.
3. Each AiCD Partner Organisation remains responsible for ensuring their own compliance with applicable legislation and common law. If they consider that any part of this Agreement is incompatible with that requirement, then compliance with the law takes precedence. In such circumstances, they must notify all parties as soon as possible in writing.
4. Each AiCD Partner Organisation is expected to submit alongside the signed copy of this agreement an up to date GDPR policy for that organisation.
5. If the organisation wishing to join the AiCD Partnership for the reasons of making or receiving referrals through the AiCD portal, Citizens Advice/Advice in County Durham will provide a working GDPR Policy for the Organization to adhere to – provided that all recommended training is provided to the organisations employees and volunteers.
6. The process and date by which a working GDPR policy can be provided to a potential organisation wishing to join the AICD Partnership will be decided solely by Citizens Advice/Advice in County Durham.
7. Each AiCD Partner Organisation is expected to sign a form confirming that they have read, understood and accepted the code of conduct for organisations working within the Advice in County Durham Partnership prior to use of the Portal.

**Personal data, Special category personal data and Identifying data**

1. Personal data, Special category personal data and Identifying data must only be shared between Partner organisations via the Advice in county Durham Portal where:

a) There is a lawful basis to do so[[2]](#footnote-2),

b) The organisation receiving the Personal data, Special category personal data and Identifying data has a genuine and legitimate ‘need to know’ within the scope of both the code of conduct and the general principles of the AiCD Partnership.

c) The disclosure is considered proportionate, with consideration of the potential impact upon the privacy of individuals.

1. Where ever possible, consideration should be given as to whether it is necessary to share or use Personal data, Special category personal data and Identifying data. Where non-personal, anonymised or pseudonymised data and or information can be practically be used instead, then Personal data, Special category personal data and Identifying data must not be shared or used.
2. Staff and volunteers of AiCD Partner Organisations must only be given access to Personal data, Special category personal data and Identifying data shared under this agreement or shared using the Advice in County Durham Portal where that access is necessary in order for them to perform their duties as prescribed in paragraphs 6-8 of this Agreement.
3. Each AiCD Partner organisation is responsible for any of its employees, volunteers or agents accessing Personal data and Special category personal data is under a duty to ensure that they are fully aware of their responsibilities to maintain the security and confidentiality of Personal data and Special category personal data within the use of the Advice in County Durham Portal and in any work ongoing as a result of any referral made or received.
4. Each AiCD Partner organisation must take reasonable steps to ensure that any of its staff accessing Personal data, Special category personal data and Identifying data (that has been shared under this Agreement) follow the procedures and standards that have been agreed and incorporated within it.
5. Personal data and Special category personal data must not be transferred to a country or territory outside the EEA without an adequate level of protection for the rights and freedoms of the data subject. Data obtained under this Agreement must not be transferred to a country or territory outside of the EEA without the permission of Citizens Advice/Advice in County Durham in its capacity as Data Controller of the Advice in County Durham Portal.

**Disclosure or processing of Personal data and Special category personal data when using the AiCD Portal**

1. **Personal data** may only be disclosed (or otherwise processed) where a condition under article 6 of the GDPR or the equivalent section of the Data Protection Act 2018 applies.
2. **Special category personal data** must only be disclosed (or otherwise processed) where a condition under article 9 of GDPR or the equivalent section of the Data Protection Act 2018 applies.

**Identifying data**

1. Each AiCD Partner organisation will not attempt to further identify individuals using any other data or information whether held by them or in the public domain.
2. Each AiCD Partner organisation or its Staff, Volunteers and any third parties acting on its behalf will not attempt to use any data or information obtained by them whilst using the AiCD Portal for any reason which falls outside of the duties as described within this Agreement and, or the Advice in County Durham Partnership Code of Conduct.

**Anonymised data**

1. For the purposes of this section, references to anonymisation also apply to pseudonymisation (where personal identifiers have been removed, but the data provider is still able to identify the data subject, for example by use of a unique identifier number).
2. In order to protect privacy, reduce the risks relating to legal compliance and to minimise the risk of security breaches, data and or information being used by and shared between the partner organisations should be anonymised wherever possible.
3. The anonymisation of Personal data and Special category personal data for sharing should be carried out with regard to the Information Commissioner’s [Anonymisation Code of Practice.](https://ico.org.uk/media/for-organisations/documents/1061/anonymisation-code.pdf) It is the responsibility of the Data Provider to ensure that any anonymisation of Personal data and Special category personal data is adequate in accordance with this Code.
4. The AiCD Partner Organisation must not attempt to identify individuals from anonymised information, or to combine or link anonymised information with any other data or information in such a way as to make it reasonably possible to identify individuals, without the written consent of the Citizens Advice/Advice in County Durham.

**Non-personal data**

1. Non-personal data or information may still be sensitive or confidential. Where you feel that such information may be sensitive or confidential, the Citizens Advice County/Advice in County Durham should be contacted before any further sharing takes place.

**Data Quality**

1. Each AiCD Partner organisation shall ensure the data and or information it provides is of sufficient quality, namely:

* adequate,
* relevant,
* not excessive in relation to the purposes for which it is required, and
* accurate

**Prohibition on Further Use**

1. Each AiCD Partner organisation shall ensure the data and or information provided is used exclusively for the specified purposes set out in this agreement and shall not further use the information in any manner incompatible with that purpose or purposes either within this Agreement or the accompanying code of conduct without the prior written consent of the Citizens Advice/Advice in County Durham or as provided by law.

**Security Arrangements**

1. Each AiCD Partner organisation must ensure the security of any data and or information provided, whether personal or non-personal, and process the information accordingly.
2. Each AiCD Partner organisation must make it a condition of employment or a requirement for volunteers to abide by their rules and policies in relation to the protection and use of Personal data, Special category personal data and other confidential information. This condition should be written into employment contracts or volunteer agreements and any failure by an individual to follow the policy should be dealt with in accordance with that organisation’s relevant procedures.
3. Each AiCD Partner organisation must ensure that their contracts with external service providers, data processors or sub-processors include a condition that they abide by appropriate rules and policies in relation to the protection and use of Personal data, Special category personal data and confidential information. Assurances should be obtained that service providers, data processors and sub-processors comply with the requirements ISO:27001 or equivalent standards. [[3]](#footnote-3)
4. The Citizens Advice/Advice in County Durham may increase the level of protection afforded to data and or information shared under this agreement but may not decrease it without the express written consent of the AiCD Partner organisation.
5. The parties agree to maintain the appropriate security measures throughout the lifecycle of the data and or information, in particular, during storage, use, transmission and destruction.[[4]](#footnote-4)
6. The parties agree to inform each other immediately of any breach, incident or suspected breach of information security, common law duty of confidentiality or the legal requirements that data and or information shared under this Agreement are subject. For the purposes of Alerting Citizens Advice/Advice in County Durham this includes the use of the relevant Data Incident Breach form, and should be done as soon as possible after the breach where at all practicably within 24 hours following the breach and in any event not more than 48 hours after the breach.
7. Notification of the breach or suspected breach must be communicated in writing immediately unless it is impractical or inexpedient, in which case, written confirmation should be provided as soon as possible thereafter. Follow up investigation will be the responsibility of the party responsible for any breach. Investigation reports will be copied to the relevant contact(s) at the other party to this Agreement.

**Freedom of Information Requests**

1. If an AiCD Partner is a public authority and subject to the Freedom of Information Act 2000 (FOIA) subject to FOIA as the holder of the information the recipient of the request has the decision as to whether the information should or should not be disclosed rests solely with them. Any further information requested from Citizens Advice/Advice in County Durham must be done via the usual Subject Access Request process.
2. Complaints arising from access to information requests shall be dealt with under the AiCD Partner organisation’s policy of the same.

**Retention Periods**

1. The data and or information shared under this agreement stored by the AiCD Partner organisation shall be stored in accordance with the AiCD Partner organisation’s records retention and disposal schedule.
2. In the absence of a records retention and disposal schedule, or a statutory retention period, the information shall not be retained for longer than is necessary to fulfil the specified purpose or purposes; and shall be reviewed annually in writing.
3. The data and or information shared under this agreement stored by the Advice in County Durham Partnership Portal infrastructure shall be stored in accordance with the Citizens Advice/Advice in County Durham’s records retention and disposal schedule. A copy of this schedule will be made available for successful applicants to join the Advice in County Durham Partnership for their information.

**ADMINISTRATION**

1. The parties shall review this Agreement annually.
2. Any Party to this Agreement may withdraw from this agreement at any time, however the duty of confidentiality relating to any confidential information shared under this agreement may continue after the Agreement is terminated in accordance with the general law of confidentiality.

**INDEMNITY**

1. Each party will indemnify the other party against all liabilities, losses, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the other (and/or their group companies, affiliates, officers, employees and agents) arising out of any claims or proceedings brought against the indemnified party based upon any breach of this agreement or of legal requirements by the indemnifying party provided that the indemnified party notify the indemnifying party promptly of any such claim and permit the indemnifying party to assume and control the defence of such action.

**RIGHT OF AUDIT**

1. Citizens Advice/Advice in County Durham’s may perform an audit at any time upon the partner organisation to assess the practices implemented under the terms of this Agreement relating to the information which has been shared. The AiCD Partner organisation will allow such audits to take place as Citizens Advice/Advice in County Durham deem necessary. Ten working days advance notice of an audit shall be given.

**RESOLUTION OF DISAGREEMENTS**

1. The parties agree to try to resolve any disagreement arising from this Agreement informally and promptly. In the first instance such attempts should be made by the officers who have day-to-day responsibility for the operation of this Agreement.
2. The disagreement shall be escalated to senior officers, up to, and including the Chief Executive Officers, if it cannot be resolved informally. The Chief Executive Officers shall be jointly responsible for ensuring a mutually satisfactory resolution.

**SIGNATURE OF AGREEMENT**

|  |  |
| --- | --- |
| **Signed: ………………………** | **Signed: ………………………..** |
| **Name**: James Bell  **Citizens Advice/Advice in County Durham**  **Date:** | **Name:**  **Partner Organisation**  **Date:** |

Copies of this Agreement should be retained by the named persons above and be made available for inspection.

A copy should be sent to the Data Protection Officer / Senior Information Risk Owner of each party to the Agreement.

**ANNEX A: LIST OF SCHEDULES**

**Data Sharing Agreement Ref [XXXX]**

|  |  |  |
| --- | --- | --- |
| **Schedule** | **Topic of data or information** | **Date added** |
| **A** | **Information to be shared by AiCD Partner Organisations through use of the Advice in County Durham Portal** |  |
| **B** | **Code of Conduct for all AiCD Members** |  |
|  |  |  |
|  |  |  |

**Schedule [A]**

**Approver for data and or information shared under this Schedule on behalf of the parties:**

[Citizens Advice/Advice in County Durham]:

|  |
| --- |
| *Jamie Bell, Compliance Officer, jamie.bell@citizensadvicecd.org.uk, 07741632527* |

[Partner Organisation]:

|  |
| --- |
| *Name, role, email, phone* |

Part 1 Accepting Referrals from the Portal

**Is data and or information to be shared by Citizens Advice/Advice in County Durham with [Partner Organisation]?**

|  |
| --- |
| * YES (*If viewing this document in Google, ‘right click’ any checkbox to select a tick)* * NO |

If **YES**, please complete this section, if **NO** complete **Part 2 (page 19)**:

**Description or topic of data and or information shared:**

|  |
| --- |
|  |

**List the fields or categories of data and or information that you’re sharing (e.g. name, address), describe any ‘free text’ fields:**

|  |
| --- |
| *Name, address, client age, health condition* |

**For any data and or information shared, please describe the purposes of the sharing:**

|  |
| --- |
|  |

**Does the data and or information (the fields listed above) contain** [**personal data**](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/key-definitions/)**?**

|  |
| --- |
| * YES * NO |

**If YES, the data and or information consists of personal data, please** [**select the legal basis**](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/lawful-basis-for-processing/) **that apply. You can select more than one, but Consent should be used on it’s own.**

|  |
| --- |
| * Consent   The individual has given clear consent for you to process their personal data for a specific purpose. |

|  |
| --- |
| * Contract   The processing is **necessary** for a contract you have with the individual, or because they have asked you to take specific steps before entering into a contract. |

|  |
| --- |
| * Legal obligation   The processing is **necessary** for you to comply with the law (not including contractual obligations). |

|  |
| --- |
| * Vital interests   The processing is **necessary** to protect someone’s life. |

|  |
| --- |
| * Public task   The processing is **necessary** for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law. |

|  |
| --- |
| * Legitimate interests   The processing is **necessary** for your legitimate interests or the legitimate interests of a third party unless there is a good reason to protect the individual’s personal data which overrides those legitimate interests. (This cannot apply if you are a public authority processing data to perform your official tasks.) |

**If the legal basis selected is consent, please explain how this is recorded and evidenced:**

|  |
| --- |
| *For example: Personal data is shared to refer your client to another charity. We ask that the client to give a positive indication that they consent to their Data being shared in this way and that you note this down on the Portal as part of the clients declaration of consent during the referral process.* |

**If the legal basis is not consent, please explain how the condition is justified:**

|  |
| --- |
|  |

**Is** [**sensitive / special category data**](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/lawful-basis-for-processing/special-category-data/) **being shared?**

|  |
| --- |
| * YES * NO |

**If YES, please select an additional** [**legal basis**](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/lawful-basis-for-processing/special-category-data/) **for the sharing of this data:**

This doesn’t have to be the same as the legal basis above, but they should complement each other.

|  |
| --- |
| * explicit consent   The individual has given clear consent for you to process their personal data for a specific purpose. This must be expressly made, very clear and specific. |

|  |
| --- |
| * Employment and social security   The processing is **necessary** for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law as it is authorised by law. |

|  |
| --- |
| * Vital interests   The processing is **necessary** to protect someone’s life where the individual is legally or physically incapable of giving consent. |

|  |
| --- |
| * Data made public by the individual   The processing relates to personal data which was clearly **made public** by the individual themselves. |

|  |
| --- |
| * Defending legal claims   The processing is **necessary** for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity; |

|  |
| --- |
| * Substantial public interest   The processing is **necessary** for reasons of substantial public interest, on the basis of law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject; |

|  |
| --- |
| * Health and social care of an individual   The processing is **necessary** for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of law or to meet to contract with a health professional. |

|  |
| --- |
| * Public health   The processing is **necessary** for reasons of public interest in the area of public health. |

|  |
| --- |
| * Public interest archiving and scientific or historical research   The processing is **necessary** for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with the law. |

**If the legal basis selected is explicit consent, please explain how this is recorded and evidenced:**

|  |
| --- |
| *For example: Personal data is shared to refer a client to another charity. We ask the client to give a positive indication that they consent.* |

**If the legal basis is not explicit consent, please explain how the condition is justified:**

|  |
| --- |
| *For example, non-sensitive personal data shared with a funder on the basis of a ‘legitimate interest’. Set out how the legitimate interest legal basis applies.* |

**How will the data and or information be securely shared and stored by the recipient [applicable for any data sharing]?**

|  |
| --- |
| *Set out the method of sharing and the assurances around how it will be safely held by the AiCD Partnership organisation.*  *E.g. Email, with any personal data encrypted using WinZip. For postal sharing, via Royal Mail Special Delivery.*  *Take every effort to minimise the transmission of data.   Avoid the use of removable media wherever possible (this includes laptops, disks, USB sticks).   If there is ever a requirement to hold data on removable media, this media must be encrypted to a FIPS 140-2 / 197 standard.   Email transmissions should be encrypted.   Email and fax transmissions should follow the latest guidance set out on the Information Commissioner’s website.* |

**How will the data and or information be disposed of upon termination of the agreement or as otherwise agreed [applicable for any data sharing]?**

|  |
| --- |
| *Describe how and when information shared will be securely disposed of. Set out how all copies of the information being shared will be disposed of. You will need to ensure that a named individual takes responsibility for this task and that there is an auditable evidence trail that this has taken place. A definitive index of all data securely destroyed must be kept.*  *Once secure sanitisation and/or disposal of the shared data has been completed, the AiCD Partner Organisation must confirm back to the Citizens Advice/Advice in County Durham that this process has been successfully completed and that no further copies of the shared information exist.*  *The AiCD Partner Organisation will need to ensure that a named individual takes responsibility for the secure sanitisation and/or disposal of data and that there is an auditable evidence trail that this has taken place.* |

**PART 2 Submitting referrals through the Portal**

**Is data and or information to be shared by the AiCD Partner Organisation with Citizens Advice/Advice in County Durham?**

|  |
| --- |
| * YES * NO |

If **YES**, please ask the partner organisation to complete this section. You may need to assist them.

**Description or topic of data and or information shared:**

|  |
| --- |
|  |

**List the fields of data and or information, describe any ‘free text’ fields:**

|  |
| --- |
| *Name, address, client age, health condition* |

**For any data and or information shared, please describe the purposes of the sharing:**

|  |
| --- |
|  |

**Does the data and or information (the fields listed above) contain** [**personal data**](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/key-definitions/)**?**

|  |
| --- |
| * YES * NO |

**If YES, the data and or information consists of personal data, please** [**select the legal basis**](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/lawful-basis-for-processing/) **that apply. You can select more than one, but Consent should be used on it’s own:**

|  |
| --- |
| * Consent   The individual has given clear consent for you to process their personal data for a specific purpose. |

|  |
| --- |
| * Contract   The processing is **necessary** for a contract you have with the individual, or because they have asked you to take specific steps before entering into a contract. |

|  |
| --- |
| * Legal obligation   The processing is **necessary** for you to comply with the law (not including contractual obligations). |

|  |
| --- |
| * Vital interests   The processing is **necessary** to protect someone’s life. |

|  |
| --- |
| * Public task   The processing is **necessary** for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law. |

|  |
| --- |
| * Legitimate interests   The processing is **necessary** for your legitimate interests or the legitimate interests of a third party unless there is a good reason to protect the individual’s personal data which overrides those legitimate interests. (This cannot apply if you are a public authority processing data to perform your official tasks.) |

**If the legal basis selected is consent, please explain how this is recorded and evidenced:**

|  |
| --- |
| *For example: Personal data is shared to refer your client to another charity. We ask that in this case the client to give a positive indication that they consent.* |

**If the legal basis is not consent, please explain how the condition is justified:**

|  |
| --- |
| *For example: Personal data is shared to refer your client to another charity. We ask that the client to give a positive indication that they consent to their Data being shared in this way and that you note this down on the Portal as part of the clients declaration of consent during the referral process.* |

**Is** [**sensitive / special category data**](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/lawful-basis-for-processing/special-category-data/) **being shared?**

|  |
| --- |
| * YES * NO |

**If YES, please select an additional** [**legal basis**](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/lawful-basis-for-processing/special-category-data/) **for the sharing of this data:**

This doesn’t have to be the same as the legal basis above, but they should complement each other.

|  |
| --- |
| * explicit consent   The individual has given clear consent for you to process their personal data for a specific purpose. This must be expressly made, very clear and specific. |

|  |
| --- |
| * Employment and social security   The processing is **necessary** for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law as it is authorised by law. |

|  |
| --- |
| * Vital interests   The processing is **necessary** to protect someone’s life where the individual is legally or physically incapable of giving consent. |

|  |
| --- |
| * Data made public by the individual   The processing relates to personal data which was clearly **made public** by the individual themselves. |

|  |
| --- |
| * Defending legal claims   The processing is **necessary** for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity; |

|  |
| --- |
| * Substantial public interest   The processing is **necessary** for reasons of substantial public interest, on the basis of law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject; |

|  |
| --- |
| * Health and social care of an individual   The processing is **necessary** for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of law or to meet to contract with a health professional. |

|  |
| --- |
| * Public health   The processing is **necessary** for reasons of public interest in the area of public health. |

|  |
| --- |
| * Public interest archiving and scientific or historical research   The processing is **necessary** for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with the law. |

**If the legal basis selected is explicit consent, please explain how this is recorded and evidenced:**

|  |
| --- |
| *For example: Personal data is shared to refer your client to another charity. We ask that the client to give a positive indication that they consent to their Data being shared in this way and that you note this down on the Portal as part of the clients declaration of consent during the referral process.* |

**If the legal basis is not explicit consent, please explain how the condition is justified:**

|  |
| --- |
| *For example, non-sensitive personal data shared with a funder on the basis of a ‘legitimate interest’. Set out how the legitimate interest legal basis applies.* |

**How will the data and or information be securely shared and stored by the recipient [applicable for all information sharing]?**

|  |
| --- |
| *Set out the method of sharing and the assurances around how it will be safely held by the AiCD Partnership organisation.*  *E.g. Email, with any personal data encrypted using WinZip. For postal sharing, via Royal Mail Special Delivery.*  *Take every effort to minimise the transmission of data.*  *Avoid the use of removable media wherever possible (this includes laptops, disks, USB sticks).*  *If there is ever a requirement to hold data on removable media, this media must be encrypted to a FIPS 140-2 / 197 standard.*  *Email transmissions should be encrypted.*  *Email and fax transmissions should follow the latest guidance set out on the Information Commissioner’s website.* |

**How will the data and or information be disposed of upon termination of the agreement or as otherwise agreed?**

|  |
| --- |
| *Describe how and when information shared will be securely disposed of. Set out how all copies of the information being shared will be disposed of. You will need to ensure that a named individual takes responsibility for this task and that there is an auditable evidence trail that this has taken place. A definitive index of all data securely destroyed must be kept.*  *Once secure sanitisation and/or disposal of the shared data has been completed, the AiCD Partner Organisation must confirm back to the Citizens Advice/Advice in County Durham that this process has been successfully completed and that no further copies of the shared information exist.*  *The AiCD Partner Organisation will need to ensure that a named individual takes responsibility for the secure sanitisation and/or disposal of data and that there is an auditable evidence trail that this has taken place.* |

**INTERPERATION**

The words below shall have the following meaning within this agreement:

**Citizens Advice/Advice in County Durham**, means the Local Citizens Advice Organisation of ‘Citizens Advice County Durham’ A company registered in England & Wales under registration number 08357279 and a registered charity (Number 1151790) whose registered office is at Armstrong House, Abbeywoods Business Park, Durham, DH1 5GH). And also refers more specifically to staff of Citizens Advice County Durham who facilitate the maintenance and Data Governance of the AiCD Portal on behalf of Citizens Advice County Durham the Data Controller.

Staff employed by Citizens Advice County Durham maintain the Portal facility and ensure compliance via ongoing data governance of the data shared within the portal. Consenting for data to be shared through the AiCD Portal includes the recognition that this data will be shared with CACD acting as Data Controller of the portal and also that this Data will be shared where applicable with relevant AiCD Partner Organisations at the request of the Referring Party ) also know within this Agreement as the Data provider.

**Agreement**, means this Data Sharing Agreement and its accompanying Schedule(s).

**Data subject,** means an individual who is the subject of personal data.

**Partner organisation(s), party** or **parties,** means the Citizens Advice/Advice in County Durham, and/or AiCD Partner Organisations.

**Data Consumer**, means the party or parties who receive data.[[5]](#footnote-5)

**Data Provider**, means the party or parties who provide data.[[6]](#footnote-6)

**Personal data**, means any information relating to an identified or identifiable living person (‘Data subject’); an identifiable living person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that living person.

The obtaining, handling, use and disclosure of such information is principally governed by the General Data Protection Regulation 2016/679, the Data Protection Act 2018, Article 8 of the Human Rights Act 1998, and the common law duty of confidentiality.

**Special category personal data**, means personal data, as defined above, which relates to; (a) the racial or ethnic origin of the data subject, (b) his political opinions, (c) his religious philosophical beliefs or other beliefs of a similar nature, (d) whether he is a member of a trade union, (e) his physical or mental health or condition, (f) genetic data about him, (g) biometric data processed for the purposes of identifying him, (h) his sexual life and/or orientation, (g) the commission or alleged commission by him of any offence.

The General Data Protection Regulation 2016/679 and the Data Protection Act 2018 place additional conditions upon the processing of special category data.

**Identifying data**,means information that relates to a living or deceased individual who may be identifiable from that data or that data and other data or information which is in the possession of, or likely to come into the possession of the Data Provider or Data Consumer.

**Anonymised information**, means personal data or special category personal data that has been anonymised and no longer relates to or identifies an individual. [[7]](#footnote-7)

**Please return your completed form to:**

**Jamie Bell – Compliance Officer at jamie.bell@citizensadvicecd.org.uk**

1. See the standard consent as part of the terms and conditions to be read out to clients/sent to clients upon referral through the portal. [↑](#footnote-ref-1)
2. The lawful basis by which personal and identifying data can be shared is set out for the meaning of this Agreement under Paragraph 31 and 32. [↑](#footnote-ref-2)
3. Any Data a AiCD Partner wishes to disclose to a third party outside of the use of the AiCD Portal must be authorised in advance by Citizens Advice County Durham. [↑](#footnote-ref-3)
4. Information in relation to the standard Document Retention timescales is available from Advice in County Durham on completion of a successful application for membership of the Advice in County Durham Partnership. [↑](#footnote-ref-4)
5. Under this Agreement this can be either Advice in County Durham acting as a conduit for referrals or another AiCD Partner Organisation which has received a referral through the Advice in County Durham Portal, depending on the stage at which the referral has reached within the Advice in County Durham Portal Online System. [↑](#footnote-ref-5)
6. Under this Agreement this will be the AiCD Partner Organisation who has supplied the initial referral or depending on the stage at which the referral has reached the AiCD Partner Organisation which has updated the referral records on the AiCD Portal Online System. [↑](#footnote-ref-6)
7. Citizens Advice/Advice in County Durham reserve the right to make the final decision as to the adequacy of any anonymised information shared under this Agreement. [↑](#footnote-ref-7)