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| **Information Sharing Agreement** |
| Cornwall & Isles of Scilly People Hub (‘People Hub’ or ‘PH’) |
| 12/04/24 v1 |
| Economy and Skills Service |

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| **Version history** |
| **Date**  | **Version** | **Author/Editor** | **Comments**  | **Approved by** |
| 12/04/24 | 1 | AV | PH SPF  | Anthony Vage |
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| This Agreement outlines the circumstances when information sharing can occur and provides a framework for achieving this appropriately and in a lawful and justified manner.Its purpose is to facilitate the lawful exchange of information (including personal information) between the Delivery Partners in order to support the Partnership’s Purpose as specified below. This agreement should be read in conjunction with the People Hub Delivery Partner Agreement and all schedules (particularly Schedule 8 – ‘Data Processing Agreement’) |

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| 1. **Date agreement comes into force**

Indicate timescales for this agreement, including termination date if applicable. |
| 1st November 2023 |

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| 1. **Data controller of data to be shared**

See [ICO guidance](https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/key-definitions/controllers-and-processors/) for further information |
| Cornwall Council |

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| 1. **Data controller relationship**

See [ICO guidance](https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/key-definitions/controllers-and-processors/) for further information |
| N/A  |

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| 1. **List data processors of data to be shared**

See [ICO guidance](https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/key-definitions/controllers-and-processors/) for further information |
| Cornwall Council and all contracted PH Delivery Partners:* People Hub (internal) - Cornwall Council
* Pluss Organisation CIC
* Stay at Home Ltd (CHAOS)
* Pentreath Ltd
* Cornwall Marine Network Ltd
* Cornwall Partnership NHS Foundation Trust
* St Petroc’s
* Active Plus CIC
* Education Development Trust
* Cornwall Neighbourhoods for Change Ltd
* Konnect Communities CIC
* Smart Working Revolution Ltd
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| 1. **Purpose of sharing**

Explain the specific aims of the sharing, why the sharing is necessary and the benefits you hope to bring to individuals / society |
| Cornwall Council (CC) has secured £6m SPF Funding to deliver The Cornwall and Isles Of Scilly People Hub (the People Hub) project to provide practical support and information to support employability and skills provision for people to resolve the barriers that may be preventing them from moving forward. Through a combination of community delivery and technological developments, the aim of the People Hub is to provide multi-faceted support to 1250+ participants, allowing them to resolve barriers and supporting them take key steps towards mainstream work.The People Hub project has 11 external Delivery Partners delivering specific provision around issues in addition to the CC internal delivery team. The purpose of this agreement is to enable the Delivery Partners to share personal data belonging to project participants, with each other so that they can work effectively in providing support when necessary. |

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| 1. **Lawful basis for sharing – please state which**

See [ICO guidance](https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/lawful-basis-for-processing/) for further information |
| Consent and explicit consent |

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| 1. **If lawful basis is consent, how was this obtained, how long is it valid, what processes are in place if consent is withdrawn?**
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| A person becomes a full participant on the People Hub project by completion and signing of a registration form (which might be a hard or soft copy).Prior to becoming a full participant, a person might supply information in a variety of means, such as over the phone, via email or the People Hub website. If, following an initial discussion with the People Hub project, a participant decides not to proceed, and a Registration Form has not been completed, CC will not retain their personal details. If they complete the Registration Form but do not proceed with further support from the People Hub project (i.e. the Action Plan stage), CC will only retain their personal details for a period of 2 months, which will give them the option to return without going through the same ‘sign up’ process. If they proceed with support from the People Hub project including the Registration Form and the Action Plan process which records their progress, CC will retain their records not longer than 31 December 2032 (as contractually required). |

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| 1. **Which legal power for sharing applies (if applicable) - please state Act and relevant section**
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| N/A – consent based sharing under UK GDPR Art.6 1(a) and Art.9 2(a). |

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| 1. **Who is the data about?**
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| Participants of the People Hub project, who are residents of Cornwall and the Isles of Scilly, aged 16 years or over, looking for work who have barriers to employment or who are in work but are looking to attain new qualifications and/or retrain/change career. |

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| 1. **What data will be shared?**

List data to be shared |
| This will include information to support the participant from the CRM record (e.g. contact details, name, phone number, email address, address, Action Plan progress, employment information, Protected Characteristics, etc), and clerical records of the same data where appropriate. |

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| 1. **Does the data include special category data (or sensitive processing under part 3 of the DPA 2018)?**
 |
| [x]  Yes[ ]  No |

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| 1. **Personal identifiable health and social care data for planning and / or research purposes - has the** [**National Data Opt-Out**](https://digital.nhs.uk/services/national-data-opt-out) **been applied?**
 |
| [ ]  Yes[ ]  No[x]  N/A |

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| 1. **Describe arrangements for** [**secure transfer**](http://cornwallcouncilintranet.cc.cornwallonline.net/need-to-know/strategies-and-policies/information-governance/information-sharing/how-to-share-information/) **of data**
 |
| Via the People Hub’s Customer Records Management (CRM) system or secure email. |

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| 1. **Describe arrangements for the security of data**
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| Information provided and received by the Delivery Partners will be held securely. Electronic copies of information will only ever be held on encrypted devices or servers and will only be emailed outside of the organisation when strictly necessary and by secure means.Paper copies of information (including print outs of electronic information) will be held securely; transferred by courier in sealed containers and shredded upon disposal and buildings and areas where personal data can be accessed from must have adequate physical security in order to prevent unauthorised access.Only nominated representatives will be able to access, request information and make disclosure decisions. If the receiving Delivery Partner has a requirement to transfer data onto a portable device in order to provide services in relation to this agreement, this must be agreed first with the Council; devices must be encrypted, data will be disposed of securely and permanently; an audit trail must be kept of which laptops/drives/devices the personal data are held on.Removable media will be prohibited from use unless a business case is in place.The Delivery Partners shall employ appropriate operational and technological processes and procedures to keep the personal data safe from unauthorised use or access, loss, destruction, theft or disclosure. The Delivery Partners will ensure that the personal data is securely removed from their systems and any printed copies securely destroyed at the end of the contract term, as defined by Section 22 of the Partner Agreement (“Record Retention”) |

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| 1. **Duration and frequency of sharing**
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| As required throughout the lifetime of the project for joint partnership working to both support individual participants and achieve contractual targets. |

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| 1. **Describe arrangements for retention / deletion / return of data**
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| These will be determined by and aligned to the contractual arrangements dictated by the funding agreement issued to deliver the project, which is funded through the UK Government’s Shared Prosperity Fund (SPF). |

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| 1. **Other Data Protection requirements**
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| The Delivery Partners agree to assist the Council promptly with all subject access requests which may be received from the data subjects of the personal data.The Delivery Partners shall not use the personal data for any other purposes other than those formally agreed by the Council.The Delivery Partners shall not disclose the personal data to a third party in any circumstances other than at the specific written approval of the Council.The Delivery Partners are not permitted to sub-contract any of the processing, nor transfer the data to any third party, without explicit written agreement from the Council.The Delivery Partners shall ensure that all employees used by it to provide the services as defined in the Agreement have undergone training in the law of data protection (e.g. General Data Protection Regulation), their duty of confidentiality under the contract, and in the care of handling personal data. |

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| 1. **What are the arrangements for complying with individuals’ information rights (i.e. right of access, right to object, right of rectification and erasure)?**

All controllers remain responsible for compliance even if processes are in place regarding who carries out particular tasks |
| This is determined by the requirements of the People Hub Delivery Partner Agreement linked to the SPF funding received to deliver the People Hub project. |

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| 1. **Has a Business and Privacy Impact Assessment been completed?**
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| [x]  Yes – Date: BPIA conducted on PH CRM 17th October 2023 (approved)[ ]  No |

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| 1. **Review and monitoring arrangements**
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| PH performance review and Steering Group meetings. |

**Declaration of Acceptance & Participation**

**In respect of the People Hub Partnership**

By signing this agreement, all signatories accept responsibility for its execution, agree to ensure that their staff and personnel are trained so that requests for information and the process of sharing are sufficient to meet the purpose of this agreement and agree to put into practice the principles of the PH SPF Information Sharing Agreement].

The Delivery Partners signing this agreement accept that the procedures laid down in this document provide a secure framework for the sharing of information between agencies in a manner compliant with their statutory and professional responsibilities.

Signed by, for and on behalf of:

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| Organisation: |  |
| Name: |  |
| Position: |  |
| Telephone: |  |
| Email: |  |
| Signature: |  |
| Date: |  |
| Data Protection Officer’s contact details: | Simon Mansell dpo@cornwall.gov.uk  |

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| Name of Delivery Partner contact for sharing information under this Information Agreement: |  |
| Position: |  |
| Telephone: |  |
| Email: |  |
| ICO Registration No & Renewal Date: |  |
| Data Protection Officer’s contact details: |  |

Each Delivery Partner who signs up to this agreement is to complete this form.

Prepared by:

**Anthony Vage**

Employment and Skills Operations Lead

Economy and Skills Service

12 April 2024

If you would like this information
in another format please contact:

**Cornwall Council, County Hall
Treyew Road, Truro TR1 3AY**

Email: **comments@cornwall.gov.uk**

Telephone: **0300 1234 100**

**www.cornwall.gov.uk**