

VOSS INFORMATION SHARING AGREEMENT

Background

This is a data sharing agreement between VOSS Financial Partners to ensure we comply with the Data Protection Act 1998 and associated General Data Protection Regulations (GDPR). The overarching Agreement is signed by the lead officers from each respective organisation.

The lawful basis for sharing information is:

- Children's Act 1989 & 2004
- 'Working Together to Safeguard Children', 2015 (Government Guidance)
- Common law for policing purposes
- Provisions of the Crime & Disorder Act 1998

Where VOSS share data outside the financial partnership, we will follow the principles within this agreement and ensure that a specific information agreement is signed at the relevant meeting as appropriate, or a record of the request and subsequent action logged by the Project Manager.

Data sharing across and between VOSS organisations is central to our role in providing a better, more efficient service. It is important that we share appropriately and safely but not excessively. In other words, we need to be able to justify *why* we are sharing all elements of the data as well as ensure we share and store securely, at all times respecting the subject's rights under the Data Protection Act.

We want young people (and the wider community) to be able to benefit from the responsible sharing of information, confident that their personal data is being handled responsibly and securely.

The most common way that VOSS will share data is by 'pooling' information. This will occur on a regular basis (systematic data sharing) through the monitoring systems and also at VOSS meetings when planning provision.

Some data sharing doesn't involve personal data, for example where only statistics that cannot identify anyone are being shared. Neither the Data Protection Act (DPA), nor this code of practice, apply to that type of sharing.

Where personal data is shared, each of the VOSS partners will have gained consent from the young person. However, data may also be shared on the grounds of safeguarding or in the public interest.

The purpose of the sharing

VOSS members will share information with the purpose of

- Improving planning, management and delivery of a co-ordinated approach to youth work (with the aim of benefiting young people; the wider community and stakeholders)
- gathering relevant monitoring information centrally for funders and help with research
- providing anonymised statistics about VOSS services and activities delivered by the member organisations
- tracking interventions that all partners have with individual young people in order to provide a more co-ordinated and appropriate service to that YP as well as identify impact.
- safeguarding young people

The potential recipients or types of recipient and the circumstances in which they will have access

Shared data will be considered by all VOSS partners in their planning of delivery and tracking impact.

It may also be shared with statutory authorities if it is

a) in the interest of the young person and their safeguarding needs &/or

b) in the public interest.

Data will also be shared with funders in an anonymised manner.

The data to be shared

Data	Who with?	Why?
Name of individual YP registered as engaged in partner activity	VOSS partners Statutory organisations for Safeguarding reasons & / or with the aim of addressing crime	Monitoring / Planning Safeguarding
DOB/Ethnicity/Gender / Disability of individual YP registered as engaged in partner activity (sensitive data)	VOSS partners Statutory organisations for Safeguarding reasons & / or with the aim of addressing crime Funders	Monitoring / Planning Safeguarding Contractual requirements
Reports on progress regarding a YP's well being (as case studies &/ or case conference)	VOSS partners Statutory organisations for Safeguarding reasons & / or with the aim of addressing crime	Statistics for funders Project Evaluation Prioritising delivery and co-ordinating partner interventions Safeguarding
YP Attendance Registers, including the names of YP	VOSS partners	Monitoring / Planning Statistics for funders
Detached reports, which may contain names of individual YP	VOSS partners Statutory organisations for Safeguarding reasons & / or with the aim of addressing crime	Prioritising delivery and co-ordinating partner interventions
Community Intelligence, which may contain names and sensitive data of individual YP	VOSS partners Statutory organisations for Safeguarding reasons & / or with the aim of addressing crime	Prioritising delivery and co-ordinating partner interventions Identification and targeted engagement of YP for the purposes of safeguarding & tracking interventions
Police Intelligence, which may contain names and sensitive data of individual YP	VOSS partners Statutory organisations for Safeguarding reasons & / or with the aim of addressing crime	Prioritising delivery and co-ordinating partner interventions Identification and targeted engagement of YP for the purposes of safeguarding & tracking interventions

Data quality

Where data is updated, the relevant partner needs to ensure that it is also updated centrally, by advising the VOSS Project Manager. It is important that it is accurate and current.

Data security & retention

Shared data will only be retained for the period it is of use (7 years for any data relating to the lottery requirements), after which it should be destroyed securely.

Data must be stored and securely whether it is electronically or in paper format. This will include password protected documents; secure cloud based storage (such as Microsoft 365) and lockable storage at the partner bases. Any data taken 'off site' must be with prior approval of the relevant Data Officer.

Individuals' rights – procedures for dealing with access requests, queries and complaints

Where an individual wants to access the data stored on them or has a query or complaint regarding their data, this needs to be referred to the VOSS Project Manager. They will then consider requests on a case by case basis, guided by ICO and using the procedures adopted by Positive Futures as the accountable organisation.

Review of effectiveness/termination of the sharing agreement

This agreement will be reviewed by the VOSS membership on an annual basis as a minimum.

The agreement will be terminated by agreement of all VOSS members or if the project folds. Retention of shared data beyond this period will still apply to any data that is less than 7 years old and will be the responsibility of Positive Futures as the accountable lead organisation.

Sanctions for failure to comply with the agreement or breaches by individual staff.

Any breach of this agreement will be considered by the VOSS Project Manager and referred to the ICO if appropriate.

If a VOSS partner fails to comply with this agreement they will have broken the terms of their commission and consequently may have their commission cancelled with immediate effect.

In all circumstances, the VOSS Project Manager will conduct an investigation, and report to the wider membership on the findings and associated recommended action, including action which is subject to the Data Protection Act 1998 and associated General Data Protection Regulations (GDPR).

VOSS INFORMATION SHARING AGREEMENT – Signature Page

Signed:		Signed:	
Name:		Name:	
Organisation:		Organisation:	
Job Title:		Job Title:	
Signed:		Signed:	
Name:		Name:	
Organisation:		Organisation:	
Job Title:		Job Title:	
Signed:		Signed:	
Name:		Name:	
Organisation:		Organisation:	
Job Title:		Job Title:	

NOTE: Members are encouraged to access further advice and information from the Information Commissioner's Office at <https://ico.org.uk/>

And specifically https://ico.org.uk/media/1068/data_sharing_code_of_practice.pdf