

# Information Sharing Agreement

## Essex Restorative and Mediation Service

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# 1. Introduction

This Information Sharing Agreement (ISA) has been developed to create a system for the formal exchange of information between:

- Essex Restorative and Mediation Service (Office of the Police, Fire and Crime Commissioner)
- Essex Police
- Essex District, Borough and City Councils, and Unitary Authorities
  - Basildon
  - Braintree
  - Brentwood
  - Castle Point
  - Chelmsford
  - Colchester
  - Epping Forest
  - Harlow
  - Maldon
  - Rochford
  - Southend
  - Tendring
  - Thurrock
  - Uttlesford
- Essex County Fire and Rescue Service
- Her Majesty's Prison and Probation Service
- Essex Probation Service
- Essex, Southend and Thurrock Youth Offending Services
- Victim Support
- Restorative Justice services outside of Essex who have signed this agreement

This version of the ISA replaces all previous versions of this document.

For the purposes of this ISA the term 'sharing' information means providing or disclosing information to the other party by any means.

This ISA is designed to provide clarity and reassurance to parties by setting out the administrative processes by which sharing will occur.

Information shared under this ISA will comprise of some information that is defined as 'personal data' under Data Protection Act 2018 and UK General Data Protection Regulation (UK GDPR) and the ISA helps support all parties' compliance with that legislation.

All organisations are subject to the Data Protection Act 2018 and UK GDPR and consequently they have appointed Data Protection Officers who may provide guidance and advice on information sharing and associated policy and procedure.

## **2. Why the parties have agreed to share information**

This agreement creates a system for the formal exchange of information between the listed partners in order to carry out Restorative Justice (RJ) throughout Essex and wider. A Data Protection Impact Assessment (DPIA) has been produced by the ERMS Manager and approved by the Data Protection Officer within the Police Fire and Crime Commissioner's Office.

The aims of the RJ work are:

- To protect the public
- To give proper care to victims
- To reduce reoffending
- Rehabilitation of offenders

Restorative Justice and Mediation enables victims of crime and conflict to have contact, in a safe environment, with those who have caused them harm. This is a voluntary process for both the victim and perpetrators and involves both parties discussing what has happened, who was affected and what can be done to repair the harm. Contact can be face to face, or indirect.

This agreement has been formulated to facilitate the exchange of information between partners. It is, however, incumbent on all partners to recognise that any information shared must be justified on the merits of each case.

The exchange of information is to enable a restorative approach to dealing with the harm caused by criminal offences or acts of anti-social behaviour, which evidence suggests improves outcomes for victim and a reduction in offending and reoffending by the perpetrator.

As holders of the Restorative Services Quality Mark, the ethical framework underpinning the Essex Restorative and Mediation Service is based on the Restorative Justice Council's standards and delivery is based on the Home Office Best Practice Guidance (2011). It also takes into account the National Occupational Standards for restorative practice, published by Skills for Justice.

As the Essex Restorative and Mediation Service will be addressing neighbour disputes, as well as criminal offences, the terms 'victim' and 'perpetrator' here relate to those who have been victims or perpetrators of crime but also those involved in disputes with neighbours, where a criminal offence may not have taken place.

## **3. Managerial Oversight for the Information Sharing**

Managerial Oversight of the information sharing under this ISA will be conducted by the DPOs of each organisation and they are responsible for the management and revision of this ISA and ensuring compliance with it.

Sharing of information on a day-to-day basis under this ISA will generally be undertaken by other individuals and processes described later in this document.

## **4. Information that may be shared**

All shared information, personal or otherwise, must only be used for the purpose(s) specified at the time of disclosure(s) as defined in this Information Sharing Agreement unless obliged under statute or regulation or under the instructions of a court or as agreed elsewhere. Therefore, any further uses made of this data will not be lawful or covered by the agreement.

The following information can be considered for sharing under this agreement:

- Personal details required for identifying and contacting individuals. This includes (but is not limited to) names, contact details, dates of birth and addresses.
- Details relating to crime(s) committed, relevant to the purpose of delivering restorative approaches and/or keeping facilitators safe.
- Details of any relevant information for both victim and perpetrator to ensure the safety of facilitators, such as risk markers.
- Information relating to previous or ongoing restorative justice or mediation processes such as progress reports or outcomes.
- Details of data subjects needs and wishes, and any ongoing or relevant previous support provided to them.
- Should data subjects or referrals provide health information which allows us to support their needs as part of the process, this data will be used purely for that purpose
- Children's personal data merits particular attention under the UK GDPR and specific safeguards should be in place to protect this and to communicate rights and obligations to children. A child's personal data should not be shared if it can be reasonably foreseen that doing so will result in third parties using children's personal data in ways that have been shown to be detrimental to their wellbeing.

## **5. Processes for sharing**

Individuals must be informed which organisations are sharing their personal information and for what purpose. Data subjects will be informed of the information sharing or information access through Privacy notices, confidentiality and consent agreements etc.

Organisations sharing information will take steps to ensure the information is accurate and, where necessary, up to date. If shared information is found to be inaccurate, it is the responsibility of the organisation discovering the inaccuracy to notify the originating organisation. The originating organisation will ensure that the source data is corrected and will notify all recipients, who will be responsible for updating the information they hold. Communication will be via the Data Protection Officers as listed in Section 10.

The detailed processes for sharing information between the named parties will continue to be developed at regular appropriate intervals and may be documented in future revisions of this ISA.

Information will be shared in accordance with any of the following basic process models, with the most appropriate option used according to the circumstances:

- **Referral** – Information is shared from the referring party via an existing shared system such as ATHENA or most often via secure email, often including an attached referral form.
- **At a Meeting** – where appropriate meetings will be held in order to progress the work to deliver Restorative and Mediation Services. The parties will attend with their information likely to be of interest to the other parties. During the course of the meeting parties will disclose relevant information as necessary.
- **Request** – Parties may contact the Essex Restorative and Mediation Service to request information.
- **Digital Feed** – information may be provided using secure digital formats – including secure email, utilising appropriate classifications.

Information shared will be provided in any of the following formats, with the most appropriate option used according to the circumstances:

- Verbally (e.g. either face to face meetings or via the telephone).
- Digitally – e.g. via email, text, through access to an IT System, via digital media, via screen etc.
- Hard copy – e.g., via completed forms, print outs, other documents.

It is the responsibility of each signatory to ensure that appropriate staff training and awareness sessions are provided in relation to this ISA to include that all staff working for the partners listed in this agreement is personally responsible for the safekeeping of any information they obtain, handle, use and disclose responsibly and promote a good information management practise through the following:

- All staff will be made aware of and fully trained (annual Data Protection training) in their obligations to safeguard the confidentiality of personal information. It is an offence to knowingly or recklessly obtain or disclose personal data without the consent of the agency in control of the personal data, or without lawful excuse.
- Every individual should know how to obtain, use and share information they legitimately require to do their job and seek advice when necessary. It should be noted that the control of personal data may require the consent of the data subject unless there is a legal requirement or an overriding public interest justification.
- All staff must be made aware of their obligations through training and/or job induction procedures. Such training will be recorded and periodically reviewed.
- All Staff will be made aware of the sanctions and audit trails in place and the consequences of Information Governance breaches
- Audit trails will be regularly reviewed to ensure investigations can be properly pursued and to ensure consistency of standards.

All Staff should be aware that any violation of privacy or breach of confidentiality is unlawful and a disciplinary matter that could lead to their dismissal. Criminal proceedings might also be brought against that individual.

## 6. Use of Shared Information

All parties will pay due regard to the rights of individuals as detailed in Section 10 below and further detailed within the UK GDPR.

Any information shared under this ISA may only be used by:

- (i) the signatory parties for the purposes of the effective exercise of their identified functions (as legally defined) in their role of safeguarding and supporting the restorative and mediation service or as otherwise required by, or under, any rule of law.
- (ii) the signatory parties, in accordance with the consent provided by the data subject and with understanding of the legal basis of consent from the data subject.
- (iii) the signatory parties in adherence to the Data Protection Act 2018.

Any information shared under this ISA will not be used in a manner that contradicts any prohibition on further disclosure including, where applicable, the common law duty of confidence. Shared information will be accessed by individuals or disclosed to them on a 'need-to-know' basis.

All parties will pay due regard to the protective marking applied to shared information under the Government Security Classification Scheme.

The 'controller' sets the purpose for the data being collected, and therefore parties in this agreement are all likely to be controllers. Similarly, where a 'controller' shares information under this agreement, the other parties may be 'processors' of that data. As separate 'controllers' all parties are individually obliged to ensure that information received from another party which is 'personal data' is 'processed'<sup>1</sup> in accordance with the requirements of the Data Protection Act 2018 and UK GDPR.

Processing shall be lawful only if and to the extent that at least one of the following applies:

1. the data subject has given consent to the processing of his or her personal data for one or more specific purposes;
2. processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;
3. processing is necessary for compliance with a legal obligation to which the controller is subject;
4. processing is necessary in order to protect the vital interests of the data subject or of another natural person;
5. processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;
6. processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the

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<sup>1</sup> As defined in the Data Protection Act 2018 & UK GDPR

interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

Point (6) of the first subparagraph shall not apply to processing carried out by public authorities in the performance of their tasks. The legal basis should be outlined to parties at the point of sharing.

For the purposes of information sharing, this agreement fulfils the requirements of the following:

- Crime and Disorder Act 1998 s115
- Data Protection Act 2018
- Common Law Policing Purpose
- Code of Practice for Victims of Crime

## **7. Breaches**

Any breaches of security, confidentiality or other violations of shared data must be reported to the owning party as soon as possible and in any case within 24 hours. Contact is to be made via the Data Protection Officers listed in Section 10 by email or telephone.

Any breach of information by a signatory partner is their responsibility. Each party is accountable for any misuse of information supplied and the consequences of such misuse. The parties shall provide reasonable assistance as is necessary to each other to facilitate the handling of any data security breach. In the event of a dispute or claim brought by a data subject or the Data Protection Authority concerning the processing of shared personal data against either or both parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

## **8. Safety and Security of the information**

All parties agree to take all appropriate and relevant precautions as outlined for both 'controllers' and 'processors' in the Data Protection Act 2018, in preserving the integrity of the data and prevent corruption, loss, damage or destruction of the information. In the event that any loss, destruction or corruption occurs, all parties to this agreement shall undertake the notification requirements as outlined in section 7.

Partners agree that the information shared will be proportionate and necessary for the purpose for which it is being shared.

Partners to this agreement must ensure that they have measures in place to ensure secure storage and disposal of any records, including: applying technical measures such as encryption, limited-access and password control, physical security methods such as lockable cabinets and restricted access to meetings, 'clear-desk' policies and confidential disposal of physical data such as papers.

Partners should undertake to inform of agreed record retention periods on all information shared, and to receive confirmation that partners agree only to store information in accordance with this or as long as it is necessary for the purposes of this agreement if that is sooner. Data should be disposed of appropriately, confidential document destruction, deletion of electronic records and backed up files.

## 9. Miscellaneous Matters

All parties:

- Agree to the requirements placed upon them and others within their organisations by this ISA.
- Agree that they may withdraw from the ISA upon giving written notice to the Essex Restorative and Mediation Service. Withdrawal must be made either via email to [restorativejustice@essex.police.uk](mailto:restorativejustice@essex.police.uk) or in person to the ERMS Manager.
- A party which withdraws must continue to comply with the terms of this ISA in respect of any information that the party has obtained through being a signatory. Information which is no longer relevant should be returned or destroyed in an appropriate manner by their Data Protection Officer.
- Agree to review the ISA within twelve months from the date this ISA comes into effect and thereafter annually or when legislation changes which affect this ISA. The review will be initiated by the DPOs of signatory organisations. They will consider whether the ISA is still useful and fit for purpose, identify any emerging issues, and determine whether the ISA should be extended for a further period or whether to terminate it. The decision to extend or terminate the ISA, and the reasons, will be recorded.
- Agree to respect any handling requirements, for example those arising from the use of the Government Security Classification Scheme.
- Agree that all parties shall ensure that all employees who share or handle shared data have been successfully vetted by Essex Police, or passed a Disclosure and Barring Service (DBS) check
- Agree that should they receive any request for information, such as a Freedom of Information request, Data Protection Subject Access request, or under any other rule of law that encompasses information provided by the other party they will advise the providing party as soon as possible, and in any case prior to the disclosure of the information, in order that the potential implications of responding to the request can be fully assessed and any necessary remedial actions initiated. Liaison will be between the organisations Data Protection Officers and the Essex Restorative and Mediation Service Manager. Organisations should provide contact details of their Data Protection Officer below.
- Agree that should they receive any complaint concerning information provided by the other party they will advise the other party as soon as possible, and in any case prior to responding to the complaint in accordance with their organisations' complaints procedures.
- Agree to provide all staff involved with information sharing under this ISA with sufficient training and guidance to enable them to comply with this ISA.
- Agree that this ISA may be made available to the public in its entirety.



## **10. Rights of Individuals**

The UK GDPR provides the following rights for individuals:

### **The right to be informed**

Individuals have the right to be informed about the collection and use of their personal data. This is a key transparency requirement under the UK GDPR.

### **The right of access**

Individuals have the right to access and receive a copy of their personal data, and other supplementary information (commonly referred to as a subject access request or 'SAR'). Further information can be found under Section 45 of the Data Protection Act 2018.

### **The right of rectification**

The UK GDPR includes a right for individuals to have inaccurate personal data rectified or completed if it is incomplete. Further information can be found under Section 46 of the Data Protection Act 2018.

### **The right to erasure (“the right to be forgotten”)**

Individuals have the right to request that their personal data is deleted. Further details can be found under section 47 of the Data Protection Act 2018.

### **The right to restrict processing**

Individuals have the right to request the restriction or suppression of their personal data. This is not an absolute right and only applies in certain circumstances. When processing is restricted, personal data is stored but cannot be used. Further details about this right can be found under section 47 of the Data Protection Act 2018 and under article 18 of the UK GDPR;

### **The right to data portability**

The right to data portability allows individuals to obtain and reuse their personal data for their own purposes across different services. Further information about this right can be found under Article 20 of the UK GDPR

### **The right to object**

Individuals have the right to object to the processing of their data in certain circumstances as set out in article 21 of the UK GDPR

### **Rights in relation to automated decision making and profiling**

Individuals have the right to apply not to be subject to automated decision making, based on automated processing, if it produces an adverse legal effect or otherwise significantly affects you. Further information about this right can be found under section 49 of the Data Protection Act 2018 and Article 22 of the UK GDPR.

\*Further information on these rights can be found under Chapter 3 of the Data Protection Act 2018

## 10. Signatories of this agreement

By signing this agreement, all signatories acknowledge and accept the requirements placed upon them and others within their organisations by the agreement.

### Signed on behalf of the Essex Restorative and Mediation Service

By.....  
Signatory's title, name and position .....

Date signed.....

DPO contact details .....

Alternative contact for DPO (in absence) .....

### Signed on behalf of 'Organisation'

By.....  
Signatory's title, name and position .....

Date signed.....

DPO contact details .....

Alternative contact for DPO (in absence) .....