**Data Sharing Agreement for access to data for the purposes of the Scottish National Standards for Information and Advice Providers Peer Review Scheme**

|  |
| --- |
| 1. THE AGREEMENT |

1. This Data Sharing Agreement (the “Agreement”) is made between:

[Enter the name of the advice agency and a description of where they are based and the services they provide] (hereinafter referred to as “the Agency”)

and

[Enter the name and address of the peer reviewer] (hereinafter referred to as “the Peer Reviewer”)

1. Together the Agency and the Peer Reviewer are described as the “Parties”.
2. The Peer Reviewer will carry out their peer review work within the terms of the Consultancy Agreement between them and the Scottish Legal Aid Board (hereinafter referred to as “SLAB”).
3. The Agreement is entered into in order to allow the Parties to share data for the purposes of the Agency named at 1.1 to be peer reviewed under the Scottish National Standards for Information and Advice Providers (SNSIAP).
4. The Agency is a Data Controller, and has the responsibilities as such, as defined by the prevailing data protection legislation (“the legislation”).
5. For the purposes of the Agreement, the Peer Reviewer is the Data Recipient and is a Data Processor as defined by the legislation. In addition the Peer Reviewer acknowledges any obligations they have in their professional capacity, under the legislation, as a Data Controller.
6. In their respective positions, both Parties are required to comply with all the Data Protection Principles under the legislation. This applies to all operations of the Parties and specifically in relation to Shared Information. The Agreement exists to provide a framework for that compliance.
7. The Agreement exists to provide sufficient security guarantees in place to ensure that processing complies with the obligations under the Data Protection Principles.

|  |
| --- |
| 2. PURPOSE |

1. The Agency wishes to apply for accreditation by the Scottish Government under the Scottish National Standards for Information and Advice Providers’ (SNSIAP) accreditation model to improve and assure the quality of advice in Scotland.
2. SNSIAP is the accepted quality framework for any agency providing advice on housing, money/debt and welfare benefits issues. SNSIAP contains both organisational standards and competences for an Agency.
3. Before they can apply for accreditation under SNSIAP, the Agency must first submit a selection of client files to be peer reviewed by a peer reviewer or peer reviewers (if seeking accreditation in more than one subject) appointed by SLAB.
4. Some (or all) of the Agency’s case files are held on the Advice Pro case management system (hereinafter referred to as “Advice Pro”). The Peer Reviewer will be granted access to client files held on Advice Pro for the purposes of conducting a peer review. The purpose of this agreement is to set out how the processing of data held in those files during the peer review will be secured.

|  |
| --- |
| 3. REPRESENTATIVES |

* 1. For the purposes of the Agreement following representatives are the primary contacts:
* For The Agency:

Name:

Title: [job title]

Address:

Tel. []

E-mail:

Information Sharing Lead:

* For [Enter the name of the peer reviewer]:

Name: [Enter contact name]

Title: [Enter contact’s job title]

Address: [Enter address]

Tel. [Enter contact number]

E-mail: [[Enter](mailto:Stan.McLeod@sps.pnn.gov.uk) contact email]

3.2 In the first instance, any issues or complaints relating to the data share should be referred to SLAB.

|  |
| --- |
| 4. BASIS FOR SHARING |

1. This information is shared to enable the Peer Reviewer to peer review the Agency’s case files within the terms of the Consultancy Agreement
2. The legislation requires that both Data Controllers and Data Processors meet certain obligations, which include compliance with the data protection principles.

Both Parties to this agreement confirm that their processing of personal data complies with the requirements of the legislation

1. Both Parties confirm that this data share complies with the legislation.
2. Both Parties fully acknowledge and agree that all processing, including transition and storage, of the data will be in compliance with the legislation.
3. The Agency fully accepts and acknowledges that it is responsible for collecting, processing and obtaining consent as defined in the legislation.
4. The Peer Reviewer fully accepts and acknowledges that he/she is responsible for processing the data in line with terms of the Consultancy Agreement.

|  |
| --- |
| 5. PROCESS: Type II & III Advice Providers |

1. INFORMATION TO BE SHARED
2. An Agency will submit to SLAB a completed Pre-assessment Questionnaire (PAQ) and a Case-selection Grid (CSG). The CSG must identify and list *all* client files (or a proportion of such cases, as advised by SLAB) in any subject areas to be peer reviewed (housing, money/debt or welfare benefits) that have been active in the past year and for which they have the appropriate client consent or other lawful basis for processing . SLAB will make a random selection from the list and the selected files will form part (or all) of the basis of the peer review and the information to be shared. In order for the peer review to take place, the entire contents of the client’s file must be provided. Those parts of the client’s file that are held in formats other than Advice Pro will be shared with SLAB, who will facilitate the sharing of that information with the Peer Reviewer.
3. Access to the parts of the clients’ files that are held on Advice Pro will be facilitated by the Agency who will provide the Peer Reviewer with direct access to Advice Pro as detailed hereunder. This is the Shared Information.
4. The Peer Reviewer will be provided with an encrypted laptop (hereinafter the “laptop”). The Consultancy Agreement obliges that this will be the only device used to access the Shared Information accessible from Advice Pro. The laptop is provided on the basis that it is for the sole purpose of fulfilling this role and that it will only be used by the Peer Reviewer and not by any other person for any other purpose.
5. The Peer Reviewer will be provided with log-in details and a password and given access to the Shared Information on Advice Pro to enable them to carry out their peer review. Parties acknowledge and agree that passwords will not be shared.
6. The Peer Reviewer will have access to the Shared Information for a designated period of time or until their peer review report is received by SLAB (whichever is the shorter period of time). After that time, SLAB will inform the Agency that the report has been received and the Peer Reviewer’s access to the Shared Information will be removed.
7. FURTHER USES OF SHARED INFORMATION
8. The Shared Information, as set out in 5.1.2 will not be used for any other purposes.
9. The Peer Reviewer report will be presented to the Moderation Committee and Scottish Government, as necessary, to enable them to fulfil their role.
10. The Agency agrees and acknowledges that the Peer Reviewer will report the outcome of the peer review to SLAB to enable them to send the report to the Moderation Committee, to enable them to determine whether the agency has reached the standard required to apply for accreditation by the Scottish Government.
11. Access to the Shared Information will be limited solely to the Agency and the Peer Reviewer. At no time during the process set out in Clauses 5.1.1 to 5.1.4 will SLAB have access to the data held on Advice Pro. For that reason, SLAB will not be a data controller for the purposes of this part of the peer review process.
12. PROTECTION & SECURITY OF SHARED INFORMATION
13. The Peer Reviewer acknowledges their obligations under the legislation and will use reasonable endeavours to perform their obligations under this Agreement in such a way as to not cause a breach of any applicable obligations under Data Protection legislation.
14. The Peer Reviewer’s endeavours will include but are not limited to: not disclosing the log-in or password giving them access to Advice Pro, carrying out work in a secure environment which does not compromise the security of Shared Information, deleting all electronic Shared Information (including anything processed automatically) and securely destroying any ancillary documents or records resulting from the peer review process, all within the terms of their Consultancy Agreement.
15. The laptop provided to the Peer Reviewer will be encrypted and SLAB will remain the owner of this at all times. The laptop will be returned to SLAB when the Consultancy Agreement is terminated. SLAB will remove all information relating to the peer review (including any Shared Information that has been processed automatically) from the laptop. The laptop will be managed by SLAB and be subject to their security policies and procedures.
16. Should Shared Information be lost or be released without authority it must be reported within 24 hours of the loss or unauthorised release being identified, and will be dealt with in line with the Agency’s Data Protection Policy.
17. LIABILITIES
18. The Agency remains liable for the security of Shared Information at all times during the peer review process.

|  |
| --- |
| 6. JURISDICTION CLAUSE |

1. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Scotland and the Parties irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

|  |
| --- |
| 7. SIGNATURES |

1. By signing this agreement, all signatories accept responsibility for its execution and agree to ensure that staff are trained so that requests for information and the process of sharing itself are sufficient to meet the purpose of this agreement.
2. Signatories confirm they have the necessary authority to sign on behalf of their origination.

Signed on behalf of The Agency:

Name:…………………………………………………………………………………

Position:…………………………………………………………………….

Date:…………………………………………………………………………………………………………..

Senior Information Risk Owner:

Name:…….………………………………………………………………………………

Position:………………………………………………………….…………………………………….

Date:…………………………………………………………………………………………………………..

Signed by: [Enter name of peer reviewer]

Name::…………………………………………………………………………………………………………

Position:……………..…………………………………………………………………………………….

Date:…………………………………………………………………………………………………………..