Data Sharing Agreement: Scottish National Standards for Information & Advice Providers (Type I Advice Agencies or Type II/III post Peer Review Advice Agencies)

|  |
| --- |
| 1. RECITALS |

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

**Scottish Legal Aid Board**: a [non-departmental public body](http://en.wikipedia.org/wiki/Scottish_public_bodies) established by the Legal Aid (Scotland) Act 1986, having its headquarters at Thistle House, 91 Haymarket Terrace, Edinburgh, EH12 5HE, with responsibility for the administration of Legal Aid in Scotland in terms of the aforesaid Act (hereinafter referred to as “SLAB”), and

[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”).

1. The Agreement is entered into in order to share data for the purposes of the Advice Agency named at 1.1 to become accredited by the Scottish Government as a Type I Type II/III (delete as appropriate) advice provider.
2. Together SLAB and the Agency are described as the “Parties”.
3. The Agency is a Data Controller, and has the responsibilities as such, as defined by the Data Protection Act 1998 (hereinafter “the Act”).
4. For the purposes of the Agreement, SLAB is the Data Recipient, as the information identified will be provided to them by the Agency. SLAB is also a Data Controller as defined by the Act.
5. This is a Data Controller to Data Controller relationship and therefore both Parties are required to comply with all the Data Protection Principles under the Act. 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.
6. The Agreement exists to provide sufficient security guarantees in place to ensure that Processing, as defined in the Act, complies with the obligations under the Data Protection Principles.

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

1. SLAB has been asked by the Scottish Government to develop and implement the new 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 agencies providing advice on housing, money/debt and welfare benefits issues. The SNSIAP contains both organisational standards and competences for advisers and agencies.
3. SLAB is managing the first three-year test cycle of a new model including the co-ordination of the peer review and audit of advice providers. The peer review process will be over-seen by a Moderation Committee appointed by SLAB and the audit function will be over-seen by the Internal Audit Department of SLAB. Scottish Government retains ownership of the SNSIAP and the award of accreditation.
4. (delete as appropriate)

Type I - Advice agencies providing active information, sign-posting and explanations can become accredited as Type I under SNSIAP. This type of accreditation is suitable for advice providers who do not undertake casework. Type I accreditation involves an audit against the organisational standards of SNSIAP.

Or

Type II/III - Advice agencies seeking to be accredited (at Type II and III) under the SNSIAP in one or more of these areas will be independently reviewed by people who are appropriately qualified (known as Peer Reviewers) to assess the technical quality of advice against agreed criteria. The peer review process will provide a report for the advice provider identifying strengths/weaknesses in their advice provision. The purpose of the peer review will be to encourage advice providers to continuously improve the service provided to the public by providing a means of evidencing how effectively technical quality is assured within their advice service. Type II/III accreditation involves an audit against the organisational standards of SNSIAP.

1. Scottish Government has directed this work be carried out by SLAB.

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

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

Name: Alan Haddow

Title: Performance Auditor

Address: Thistle House, 91 Haymarket Terrace, Edinburgh

Tel: 0131 240 1997

E-mail: [haddowal@slab.org.uk](mailto:haddowal@slab.org.uk)

Information Sharing Lead: Graeme Hill, Director of Corporate Services & Accounts and SIRO

* For [Enter the name of the advice agency]:

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]

Information Sharing Lead: [Enter details of the information sharing lead, if applicable, with the advice agency]

* 1. Parties agree that these representatives will correspond at regular intervals throughout the data share to discuss activity in general and will also provide updates to each other on matters of interest.
  2. In the first instance all communications should be made to the named person from each Party. In case of complaint it should be addressed to the Information Sharing Lead from the relevant Party.

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

1. The Agency agrees to share this data with SLAB in pursuance of accreditation under SNSIAP.
2. The Act requires that data controllers meet certain obligations, which include compliance with the eight data protection principles. The first data protection principle states that personal data shall be processed fairly and lawfully and shall not be processed unless at least one Schedule 2 condition is met **and**, in the case of ‘sensitive personal data’, at least one Schedule 3 condition is also met.

Both Parties to this agreement confirm that their processing of personal data complies with the requirements of Schedules 2 and 3 of the Act as follows:

Schedule 2:

* Paragraph 5: The processing is necessary (a) for the administration of justice, (b) for the exercise of any functions conferred on any person by or under any enactment, (c) for the exercise of any functions of the Crown, a Minister of the Crown or a government department or (d) for the exercise of any other function of a public nature exercised in the public interest by any person.
* Paragraph 6(1): The processing is necessary for the purposes of legitimate interests pursued by the data controller or by the third party or parties to whom the data are disclosed.

Schedule 3:

* Paragraphs 7(1): The processing is necessary (a) for the administration of justice, (b) for the exercise of any functions conferred on any person by or under any enactment or (c) for the exercise of any functions of the Crown, a Minister of the Crown or a government department.

1. Both Parties confirm that this share complies with the Act. The Agency fully accepts and acknowledges that it is responsible for collecting, processing and obtaining consent as defined in the Act.
2. The Agency fully acknowledges that this information will be collected and processed in full compliance with the Act.
3. SLAB fully acknowledges and agrees that all processing, including transition and storage, of the data will be in compliance with the Act.

|  |
| --- |
| 5. PROCESS |

1. INFORMATION TO BE SHARED
2. In order for SLAB to facilitate this process the information requested in the SNSIAP Self Assessment and Application Form must be completed and provided to SLAB. This will be Shared Information.
3. The Agency agrees and fully acknowledges that no other information is requested. Any additional information is provided solely at the risk of the Agency.
4. FURTHER USES OF SHARED INFORMATION
5. The Agency agrees that the Shared Information, as set out in 5.1.1, will be provided to SLAB and that this can then be used for the purposes of completing the requirements of an audit under SNSIAP.
6. Access to the Shared Information will be limited solely to those with a direct involvement in carrying out the SLAB duties associated with the SNSIAP accreditation process.
7. The Agency agrees and acknowledges that SLAB will report the outcome of the audit to Scottish Government, as necessary, to enable them to fulfil their functions under SNSIAP.
8. SLAB agrees that the information transferred to them will not be used for any other purpose.
9. PROTECTION & SECURITY OF SHARED INFORMATION
10. The Agency agrees and acknowledges that they are responsible for the security of data storage before and during transit to SLAB.
11. The Shared Information described in 5.1.1 should be provided via email; files must not be encrypted.
12. SLAB agrees and acknowledges that all data received will be stored, processed and destroyed in line with the requirements of their Information Governance and Data Security requirements. The Agency agrees and acknowledges that these requirements may require data to be retained following the termination of the agreements in 5.4, but only in line with the aforementioned requirements.
13. SLAB acknowledges its obligations under the Act and will use reasonable endeavours to perform its obligations under this agreement in such a way as to not cause the Advice Provider to breach any of its applicable obligations under Data Protection legislation.
14. SLAB will ensure that all personnel dealing with Shared Information are informed of their obligations under the Agreement with regard to the security and the protection of Personal Data and that those obligations are complied with.
15. Should Shared Information be lost or be released without authority it will be reported within 24 hours of the loss or unauthorised release being identified, and will be dealt with in line with SLAB’s Security Breach Management Policy.
16. REVIEW/TERMINATION OF THE INFORMATION SHARING AGREEMENT
17. If a representative departs their role, an alternative must be nominated as soon as possible.
18. Either Party may terminate this Agreement at one month’s notice to the other. Otherwise the Agreement will terminate when the SNSIAP accreditation process is complete. Should subsequent accreditation be required a new Agreement is required.
19. Either Party may terminate this Agreement with immediate effect in the event of breach of its obligations by the other Party to this Agreement.

|  |
| --- |
| 6. REQUEST FOR INFORMATION CLAUSE |

1. SLAB is a Scottish public authority for the purposes of Freedom of Information (Scotland) Act 2002 and Environmental Information (Scotland) Regulations 2004 and is subject to the requirements of both pieces of legislation. The Agency acknowledges and accepts that persons making a Request for Information (including information regarding this process) are entitled to receive that information from SLAB, unless it is exempt from disclosure.
2. In accordance with SLAB’s Freedom of Information Publication Scheme, SLAB will aim to provide information as soon as possible and in any event within 20 working days of receiving a Request for Information. Such disclosure will not constitute a breach of confidentiality obligations herein.
3. The Agency shall use best endeavours to assist and co-operate with SLAB to enable SLAB to comply with disclosure requirements further to a Request for Information.
4. The provision of this clause shall apply during the continuance of the Agreement and after its termination howsoever arising.

|  |
| --- |
| 7. 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.

|  |
| --- |
| 8. 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 organisation.

Signed on behalf of: SLAB

Relevant Director:

Name: Anne Dickson

Position: Director of Strategic Development

Date:

Senior Information Risk Owner:

Name: Graeme Hill

Position: Director of Corporate Services & Accounts

Date:

Signed on behalf of: [Enter name of advice agency]

Name:

Position:

Date: