



# **Information Sharing Agreement**

Published: October 2024

## **1. Introduction**

1.1 Coventry Safeguarding Children's Partnership (CSCP) is responsible for the co-ordination of services to safeguard children and young people in Coventry and to promote their welfare.

1.2 Coventry Safeguarding Children's Partnership is comprised of:

- 1.2.1 Coventry Safeguarding Children's Executive Board, the accountable body for safeguarding children.
- 1.2.2 Six subgroups being Safeguarding Practice Reviews, Exploitation, Audit and Performance, Implementation, Early help and MASH, which report to the Executive Board.
- 1.2.3 Coventry Safeguarding Children's Partnership Board.

## **2. Parties to the Agreement**

2.1 Coventry Safeguarding Children's Partnership is a multi-agency partnership between:

- 2.1.1 Coventry City Council;
- 2.1.2 West Midlands Police;
- 2.1.3 West Midlands Fire Service;
- 2.1.4 NHS Coventry and Warwickshire Integrated Care Board;
- 2.1.5 NHS England;
- 2.1.6 West Midlands Ambulance Service;
- 2.1.7 Coventry and Warwickshire Partnership NHS Trust;
- 2.1.8 University Hospitals Coventry and Warwickshire NHS Trust;
- 2.1.9 South Warwickshire University NHS Foundation Trust;
- 2.1.10 Probation Service;
- 2.1.11 Children and Family Court Advisory and Support Service (CAFCASS) and;

2.1.12 Other strategic partnerships and organisations that have responsibilities to address issues relevant to safeguarding children,

together the “**Partner Agencies**”.

2.2 Coventry Safeguarding Children’s Partnership has agreed to this Information Sharing Agreement to ensure that information is shared effectively between the Partner Agencies in order to protect children and young people from harm.

### **3. Purpose**

3.1 The “**Purpose**” of this Information Sharing Agreement is to provide a framework to facilitate the appropriate sharing of information between the Partner Agencies in order to safeguard and promote the welfare of children and adults in Coventry and to protect them from harm.

3.2 This Information Sharing Agreement recognises that the General Data Protection Regulation (“**GDPR**”) and the Data Protection Act 2018 (together, the “**Data Protection Legislation**”) are not barriers to justified information sharing but rather ensure that information sharing is necessary, proportionate, relevant, adequate, accurate, timely and secure.

3.3 This Information Sharing Agreement recognises that information sharing decisions should be recorded by the disclosing Partner Agency.

3.4 In relation to children and young people, this Information Sharing Agreement:

- 3.4.1 Recognises that nothing is more important than children’s welfare;
- 3.4.2 Recognises that information sharing is essential for effective safeguarding and promoting the welfare of children and young people;
- 3.4.3 Recognises that Safeguarding Practice Reviews (“**SPRs**”) carried out following the death or serious injury of a child have repeatedly highlighted that missed opportunities to record, understand the significance of and share information in a timely manner can have severe consequences for the safety and welfare of children;
- 3.4.4 Recognises that the timely and effective sharing of information can improve decision-making and protect the best interests of a child;
- 3.4.5 Has regard to the seven golden rules to sharing information set out in HM Government’s Information Sharing Advice to practitioners providing safeguarding services to children, young people, parents and carers July 2018 which are:

- 3.4.5.1 The Data Protection Legislation and human rights laws are not barriers to justified information sharing but a framework to ensure it is shared appropriately;
- 3.4.5.2 Be open and honest with the individual (and/or their family where appropriate) from the outset about why, what, how and with whom information will, or could be, shared, and seek their agreement, unless it is unsafe or inappropriate to do so;
- 3.4.5.3 Seek advice where in any doubt about sharing the information concerned;
- 3.4.5.4 Where possible, share information with consent and, where possible, respect the wishes of those who do not consent to share confidential information unless it is in the interests of safety or in the public interest;
- 3.4.5.5 Consider safety and wellbeing: base information-sharing decisions on considerations of the safety and wellbeing of the person and others who may be affected by their actions;
- 3.4.5.6 Necessary, proportionate, relevant, accurate, timely and secure: ensure that the information shared is necessary for the purpose for which it is shared, is shared only with those people who need to have it, is accurate and up to date, is shared in a timely fashion, and is shared securely and
- 3.4.5.7 Keep a record of the decision and the reasons for it – whether it is to share information or not. If information is shared, then record what was shared, with whom and for what purpose.

3.5 In relation to children and young people, the Purposes of this Information Sharing Agreement are:

- 3.5.1 To facilitate the collaboration between Partner Agencies to achieve improved outcomes for vulnerable children;
- 3.5.2 To facilitate the identification and analysis of new safeguarding issues and emerging threats;
- 3.5.3 To facilitate the promotion and embedding of learning;
- 3.5.4 To facilitate the commissioning and publication of child safeguarding practice reviews; and
- 3.5.5 To facilitate rapid reviews of cases, local and national child safeguarding practice reviews, and any other reviews to aid local learning and improvement in safeguarding services; and
- 3.5.6 To conduct Multi-Agency Audits.
- 3.5.7 To assist a response to any requests from the Department for Education or the National Child Safeguarding Practice Review Panel.

## 4. Legislative Framework and Legal Basis for Sharing Information

4.1 The Information Sharing Agreement is underpinned by the following legislation, statutory and policy guidance:

- 4.1.1 The Children and Social Work Act 2017, under which the local authority, the Chief Officer of Police for an area, any part of which falls within the local authority area and an Integrated Care Board for an area, any part of which falls within the local authority area health have an equal and shared duty to work together (in partnership with other relevant agencies) to make arrangements to safeguard and promote the welfare of all children in a local area
- 4.1.2 The Children Act 2004, sections 11 and 16E
- 4.1.3 The Data Protection Act 2018
- 4.1.4 The General Data Protection Regulation
- 4.1.5 Crime and Disorder Act 1998, section 115
- 4.1.6 The Human Rights Act 1998
- 4.1.7 The Criminal Justice Act 2003, section 325
- 4.1.8 Domestic Violence, Crime and Victims Act 2004
- 4.1.9 Working Together to Safeguard Children statutory guidance July 2018
- 4.1.10 Information Sharing Advice to practitioners providing safeguarding services to children, young people, parents and carers July 2018
- 4.1.11 Caldicott Review of Information Governance 2013
- 4.1.12 Section 14 of the Offender Management Act.

4.2 The Partner Agencies have a range of statutory duties between them and typically will be able to lawfully share personal data based on (but not limited to) the legal gateways set out above.

## 5. Data Protection

5.1 When disclosing personal identifiable information, the party sharing that information is responsible for ensuring that there is a secure basis in law for the disclosure and that the question of consent has been fully considered.

5.2 This Information Sharing Agreement sets out the framework for the sharing of personal data between the Partner Agencies as controllers (within the meaning of the Data Protection Legislation). The Partner Agencies acknowledge that each Partner Agency will regularly disclose to another Partner Agency or the other Partner Agencies personal data for the Purpose of this Information Sharing Agreement ("**Shared Personal Data**").

5.3 Each Partner Agency shall comply with all the obligations imposed on a

controller under the Data Protection Legislation.

5.4 Each Partner Agency shall:

- 5.4.1 process Shared Personal Data fairly, lawfully and transparently;
- 5.4.2 process the Shared Personal Data only for the Purpose of this Information Sharing Agreement;
- 5.4.3 ensure that personal data to be shared is accurate and up-to-date;
- 5.4.4 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Shared Personal Data and against accidental loss or destruction of, or damage to, Shared Personal Data. Without limitation to this clause 5.3.4, this shall include ensuring that any information shared via email is shared in an encrypted attachment, shared between secure email domains or shared using an encrypted email service;
- 5.4.5 ensure that individuals are informed about the collection and use of their personal data and are provided with the privacy information required by the Data Protection Legislation;
- 5.4.6 respect its obligations to comply with data subject access requests under the Data Protection Legislation and information requests under the Freedom of Information Act 2000 (or Environmental Information Regulations 2004 as applicable) and provide reasonable assistance to each other Partner Agency to comply with their obligations;
- 5.4.7 not transfer any Shared Personal Data received from another Partner Agency outside the UK;
- 5.4.8 notify the other Partner Agencies without undue delay (and within 24 hours) on becoming aware of any breach of the Data Protection Legislation and provide reasonable assistance to each other Partner Agency as is necessary to facilitate the handling of any personal data breach in an expeditious and compliant manner;
- 5.4.9 provide the other Partner Agencies with contact details of at least one employee as a single point of contact (“**SPoC**”) and responsible manager for all issues arising out of the Data Protection Legislation;
- 5.4.10 keep a record of what Shared Personal Data has been shared, with which Partner Agency(Agencies) and the reasons or Purpose why it was shared and keep a record of decisions not to share information and the reasons why it was not shared; and

5.4.11 keep the Shared Personal Data for no longer than is necessary for the Purpose or that Partner Agency's statutory functions.

5.5 The Partner Agencies acknowledge that the Shared Personal Data will regularly be special category data within the meaning of the Data Protection Legislation. Special category data will be shared only where there is an additional special category condition within the meaning of the Data Protection Legislation. That special category condition is likely to be:

- 5.5.1 the explicit consent of the data subject has been obtained where possible and appropriate. It may not be appropriate to seek consent where the information needs to be shared to prevent harm;
- 5.5.2 the sharing is necessary to protect the vital interests of the data subject or of another natural person where the data subject is physically or legally incapable of giving consent;
- 5.5.3 the processing is necessary for the establishment, exercise or defence of legal claims; or
- 5.5.4 the processing is necessary for reasons of substantial public interest.
- 5.5.5 Keep and process each part of the shared personal data for no longer than such processing is necessary for the permitted purpose and compliant with this ISA and all Data Protection laws for partner agencies statutory functions.

## **6. Monitoring, review and indemnity**

6.1 Each Partner Agency shall ensure that its lead officer or SPoC maintains oversight of this Information Sharing Agreement.

6.2 The content of this Information Sharing Agreement will be reviewed annually by the Partner Agencies to ensure compliance with legislation and to review the effectiveness of this data sharing initiative.

6.3 Any changes to this Information Sharing Agreement must be agreed in writing by all the Partner Agencies.

6.4 Where a Partner Agency has decided not to share information that has been requested by another Partner Agency, that Partner Agency will provide its record of the reasons for the decision not to share the information, including the consideration of the safety and well-being of the affected individual.

6.5 Each Partner Agency undertakes and agrees to pursue a positive approach towards resolving any dispute which maintains a strong working relationship between the Partner Agencies. Each Partner Agency's SPoC or lead officer will use all reasonable endeavours to identify a mutually acceptable solution.

6.6 Each Partner Agency will keep each of the other Partner Agencies fully indemnified against any and all costs, expenses and claims arising out of any breach of this agreement.

<b>Partner Agency</b>	
<b>Name of Member (Print)</b>	
<b>Signature of Member</b>	
<b>Date</b>	