

Data Exchange Agreement

This is a Data Exchange Agreement between the Isle of Wight Council and the Isle of Wight Council Community Services (Tourism Culture & Leisure) to be used in conjunction with council policies and government legislation

Services involved

Isle of Wight Council Modernisation Team

Isle of Wight Council Community Services

Signatories

Service: Isle of Wight Council Community Services (Tourism Culture & Leisure)

Signed: _____ **Date:** _____

Name: *John Sands*

Service: *Isle of Wight Council Modernisation Team*

Signed: _____ **Date:** _____

Name: *Pete Matthews*

Service: Customer Services

Signed: _____ **Date:** _____

Name: **MARCUS ELSOM (Caldicott Guardian)**

1. Purpose of this Data Exchange Agreement

This Data Exchange Agreement (DEA) is for the purpose of exchanging information between the signatory services listed above.

The data is to be shared to optimise intelligence led analysis of IWC's Community Services (Tourism Culture & Leisure) clients in relation to IWC's customer base, i.e. the population of the IW as a whole.

2. Legal Basis of this agreement

This agreement involves partner services within the Isle of Wight Council and therefore the council's own Data Protection Act registration applies, and ensures that there is a legal basis for the sharing of the agreed information.

The Government's Caldicott Regulations also apply. The Guardian is responsible for the establishment of procedures governing access to and the use of personally identifiable information within the Isle of Wight Council, and where local flexibilities exist, the transfer of such information from the organisation to other bodies. In agreeing local procedures and policies, the Guardian should ensure consistency with any relevant central requirements and guidance.

2.1 Extent and type of information to be shared

- a) *Type of information – Libraries customer details*
- b) *Type of information - Leisure Centre customer details*
- c) *Extent of information - Isle of Wight Coverage, per Library/leisure centre*

3. Agreed Information Datasets and Frequency of Reports

3.1 Report

[Libraries]

[For the whole library service]

Postcode of library customer's home address (if on IW)

No. borrowings/year for each year of account (books)

No. borrowings/year for each year of account (media)

Average frequency of borrowings

[Per Library][for each library customer account] no. visits/year if > 0

[Leisure centres][where Onecards can be used]

For each onecard account

No. uses/year

No.s of visits per site

Sum of services purchased/site

3.2 Frequency

monthly

3.3 Approval for Access and Release

n/a

Caldicott Guardian:

Marcus Elsom on 07807159533

Caldicott Co-ordinator:

Susanne Holman-Harris on 07779999825

3.4 Method of Communication

The extract will be performed manually direct to a secure area on IWC's corporate n/w. The area can only be accessed by members of IWC's Information observatory team.

4. Responsibility

IWC's Information Observatory Team and IRIG will be responsible for developing the information as provided::

John Sands

Performance and Information Team

Version: Template v1.0

Date: Updated 17th July 2008

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Graham Allen IWC Information Observatory
Gina Sander IWC GIS Officer
Simon Rideout IWC Information Observatory Gazetteer Officer
Pete Matthews IWC Information Observatory

5. Retention

“The information extract will be run monthly and the dataset will be overwritten on a monthly basis. The extracted information will be stored on a secure network drive with authorised access only with Caldicott Guardian approval to access and release only.”

6. Constraints

This agreement must operate within the constraints of the purposes as listed within this document in order for the law relating to the sharing of this information to apply.

7. Feedback

7.1 Agreed Feedback Format

Review Meetings to review the reports provided and feedback questionnaires as appropriate

Frequency of Feedback

Initially monthly and then bi-monthly as necessary

8. How this information may be used

The information may only be used by IWC's Information Observatory to relate community care clients to generalised population information about the Isle of Wight and in conjunction with other Information Observatory datasets

9. Security and Data Management

The security of the information disclosed is the responsibility of the partner service requesting the information and it must not be copied or transferred into any other medium or disclosed to anyone not listed in the agreement or outside the remit of the agreement.

The designated employees of the partner services who will have access to the information will abide by the security and data management restrictions as stated in the Council's Information Disclosure document.

10. Storage of Information

The information will need to be stored securely and where agreed on an encrypted laptop with the information removed once the purpose of the use of this information has been concluded. The laptop when not in use will need to be stored securely within a safe haven location. Authorised access with password protection will be required.

11. Complaints and Breaches of Confidentiality

The partner organisation providing the information is responsible for any complaints or appeals process. Any Data Protection or Freedom of Information requests must be responded to only after consultation with the partner organisation which provided the information.

The Principal Designated Officer for each agency must be notified immediately of any of the above. All complaints must be acknowledged in writing within 2 days and, wherever possible, dealt with within 28 days. Any disciplinary proceedings will be implemented according to the Isle of Wight Council's policies.

12. Data Quality

Please note at the signing of this agreement the quality of the data is currently being reviewed and as such the data quality cannot be assured, and therefore must be used with caution as legislation may possibly be breached and an individual's rights infringed under such circumstances.

13. General Operational Guidance

13.1 Audit

PDO's and PO's must be mindful of the use they make of information specified within this agreement and whether their decision will stand scrutiny at a later stage. This should not, however, be a barrier to the disclosure of information in appropriate circumstances, but will necessitate the keeping of adequate records of disclosure and the reasons for them.

It is the responsibility of the Designated Officers of the partner services to review this agreement annually and it is the responsibility of all the Principal Designated Officers, listed below, to ensure that information is being used and stored in the correct manner and that the list of Designated Officers is up to date.

13.2 Closure or termination of agreement

Any partner service may suspend this agreement if they feel that security has been seriously breached.

This agreement may be terminated if there is a serious breach of confidentiality for example, where information provided under the agreement is used for purposes other than set out in this agreement or information is passed to a third party other than with the agreement of the provider.

14. Designated Officers

Each service must appoint a Principal Designated Officer (PDO) who is a manager of sufficient standing and has a coordinating and authorising role. It is recommended that a Designated Officer (DO) is also appointed within each partner service the details of whom are listed below.

The named individuals listed are designated to assume responsibility for data protection, security and confidentiality and compliance with all relevant legislation. Specific responsibilities of the PDO and DO are as follows but not limited to:

- Ensuring that all sections of this agreement are adhered to.
- Ensuring that all PDO's, DO's and other staff are fully aware of their responsibilities.
- Ensuring the agreement is accurate, up to date and adequate for the purpose for which it is intended.

Department	DEA Role	Position	Telephone No.	Secure Fax No.
Customer Services	Principal Designated Officer	Marcus Elsom Head of Modernisation	01983 823099 ext. 6509	
Customer Services	Designated Officer	Susanne Holman-Harris Information Governance Manager	01983 823099 ext. 6566	
<i>Name of signatory service</i>	<i>John Sands</i>	<i>Project Development Manager</i>	01983 821000 x3830	

15. Review of this agreement

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This agreement will be subject to a formal annual review. All breaches of the policy are to be logged, investigated and the outcome noted and acted upon.

16. Future Development of Information Sharing

Any future development of the type and scope of the information formally shared by partner agencies will require further discussion and formal agreement by the relevant Senior Management Team and Cabinet Members.