



Children and Young People

INFORMATION SHARING PROTOCOL

between

ABERDEEN CITY COUNCIL
 ABERDEENSHIRE COUNCIL
 MORAY COUNCIL
 NHS GRAMPIAN
 POLICE SCOTLAND
 SCOTTISH FIRE AND RESCUE SERVICE
 SCOTTISH AMBULANCE SERVICE
 THE UNIVERSITY OF ABERDEEN
 ROBERT GORDON UNIVERSITY
 NORTH-EAST SCOTLAND COLLEGE

Data Sharing Protocol Version	Date Amendments Made	Author
V1.0	01/04/2022	Helen Cannings Data Protection Officer Aberdeen City Council

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Appendix 1: Grampian Children & Young People Information Sharing Agreement Template

1 The Partnership Organisations

1.1 This Protocol is between the following organisations:

Aberdeen City Council	A local authority constituted under the Local Government etc. (Scotland) Act 1994 and having its principal place of business at the Town House, Broad Street, Aberdeen, AB10 1AQ
Aberdeenshire Council	A local authority constituted under the Local Government etc. (Scotland) Act 1994 and having its principal place of business at Woodhill, Westburn Road, Aberdeen, AB16 5GB
Moray Council	A local authority constituted under the Local Government etc. (Scotland) Act 1994 and having its principal place of business at the Council, High Street Elgin, Moray, IV30 1BX
Grampian Health Board (also known as NHS Grampian)	A body corporate established under the National Health Service (Scotland) Act 1978 (as amended) and having its principal place of business at Summerfield House, Eday Road, Aberdeen, AB15 6RE
The Chief Constable of the Police Service of Scotland (also known as Police Scotland)	A police force constituted by the Police and Fire Reform (Scotland) Act 2012, and having its principal place of business at Police Scotland Headquarters, PO Box 21184, Alloa, FK10 9DE (referred to from now on as Police Scotland)
Scottish Fire and Rescue Service	A body corporate constituted under the Fire (Scotland) Act 2005 (as amended) and having its principal place of business at, Westburn Drive, Cambuslang, G72 7NA
Scottish Ambulance Service	A Special Health Board established under the National Health Service (Scotland) Act 1978 (as amended by the Scottish Ambulance Service Board Order 1999) and having its principal place of business at Gyle Square, 1 South Gyle Crescent, Edinburgh, EH12 9EB
The University of Aberdeen	The University of Aberdeen is regulated by the Universities (Scotland) Acts of 1858 and 1966. Its principal place of business is University of Aberdeen, University Office, King's College, Regent Walk, Aberdeen, AB24 3FX
Robert Gordon University	The University of Aberdeen is regulated by the Universities (Scotland) Acts of 1858 and 1966. Its principal place of business is Robert Gordon University, Garthdee House, Garthdee Road, Aberdeen, AB10 7QB
North-East Scotland College	North-East Scotland College Regional Board was established under the provisions of the Further and Higher Education (Scotland) Act 1992. Its principal place of business is North-East Scotland College, Gallowgate, Aberdeen AB25 1BN.

The above organisations will be referred to from now on as the Partnership Organisations.

1.2 It is proposed that, where appropriate, commissioned service providers of the Partnership Organisations will have information sharing arrangements agreed as part of contractual arrangements and terms, which will, where necessary, reference relevant sections of this Protocol.

2 Definitions

Agreed Purposes	Has the meaning given at Section 4 of this Protocol.
Controller	Has the meaning as defined in the UK GDPR.
Carer	Has the meaning given within the National Child Protection Guidance at Sections 1.23-1.32.
Child	Has the meaning given within the National Child Protection Guidance at Sections 1.7-1.22.
Child Protection	Has the meaning given within the National Child Protection Guidance at Sections 1.50-1.54.
Corporate parenting responsibilities	Has the definition given at Section 58 of the Children & Young People (Scotland) Act.
Data Protection Legislation	Means the Data Protection Act 2018 (DPA), the UK GDPR, and any other applicable laws in relation to data protection.
Data Subject	Has the meaning as defined in the UK GDPR.
Getting It Right For Every Child (GIRFEC)	This is Scotland's national approach to promoting, supporting, and safeguarding the wellbeing of children and young people. It provides a consistent framework, shared language and common understanding of wellbeing. GIRFEC puts the child at the centre and helps children get the right support from the right people at the right time.
Individual	Means Data Subject.
Information	Means Personal Data shared under the terms of this Protocol.
Lead Professional	When children and families require the help of two or more agencies for support, a lead professional will be needed. The lead professional is an agreed, identified person within the network of practitioners who are working alongside the child and family. In most cases, the professional who has the greatest responsibility in coordinating and reviewing the child's plan will undertake this role.
Named Person	This is a clear point of contact for times when children and families require information, advice or help. The named person is mainly provided by health (for pre-school children) and education services (for school aged children) and is usually someone who is known to the child and family and who is well placed to develop a supportive relationship with them. Local arrangements and the term used to describe this role or function may vary from area to area. A named person can help children and families access relevant support for a child's wellbeing.
Parent	Has the meaning given within the National Child Protection Guidance at Sections 1.23 - 1.32.
Personal Data	Has the meaning as defined in the UK GDPR.
Personal Data Breach	Has the meaning as defined in the UK GDPR.
Special Category Personal Data	Has the meaning as defined in the UK GDPR.
Subject Access Request	Has the meaning as defined in the UK GDPR.
Third Party	Has the meaning as defined in the UK GDPR.
UK GDPR	Means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419).
Young Person	For the purpose of this Protocol, a Young Person shall be defined as someone aged between 18 – 26 years of age, who has previously been Looked After.

3 Background

- 3.1 Partnership Organisations have a range of powers, functions, and duties in relation to Children and Young People which set out a wide range of single and multi-agency responsibilities to meet the needs of Children and Young People for education, welfare, health and wellbeing, care, support and protection.
- 3.2 These powers, functions, and duties (in relation to Children and Young People) cover both operational responsibilities, and responsibilities for the strategic planning and improvement of services and outcomes for Children and Young People. This section sets out these main powers, functions and duties at a high level to provide context and background for the agreed purposes for sharing Information supported by this Protocol. It is not intended to be a comprehensive list of all functions, powers, and duties of Partnership Organisations in relation to Children and Young People.

GIRFEC and Child Protection

- 3.3 These include duties to investigate and respond to concerns about a child's wellbeing and safety. The Scottish approach to child protection is based upon the protection of children's rights. The Getting it Right For Every Child (GIRFEC) policy and practice model is a practical expression of the Scottish Government's commitment to the implementation of the United Nations Convention on Rights of the Child (UNCRC). This approach requires a continuum of preventative and protective work. There are consistent threads running between enabling, preventative and protective work applying the GIRFEC approach, which may be distilled as follows:
- the timing, process, and content of all assessment, planning and action will apply to the individual child, and to their present and future safety and wellbeing. Their views will be heard and given due consideration in decisions, in accordance with their age, level of maturity, and understanding
 - services will seek to build on strengths and resilience as well as address risks and vulnerabilities within the child's world
 - partnership working is promoted between those who care about and have responsibilities for the child – it entails a collaborative approach between professionals, carers and family members.
- 3.4 Local authorities have powers, functions, and duties under the Social Work (Scotland) Act 1968, the Children (Scotland) Act 1995, the Children and Young People (Scotland) Act 2014, the Children's Hearings (Scotland) Act 2011, the Education (Additional Support for Learning) (Scotland) Act 2004, the Adoption & Children (Scotland) Act 2007 and the Children (Scotland) Act 2020.
- 3.5 Although amended many times over the years, the Social Work (Scotland) Act 1968 provides local authorities with the primary mandate for social work intervention in Scotland. It is the legislation that creates the duty under section 12 to promote social welfare. While this has been added to by the Children (Scotland) Act 1995 to specify children in need, the overarching mandate remains that it is the duty of the local authority to ensure that such services are made available across their jurisdiction as could be considered consistent with this duty.
- 3.6 The Children (Scotland) Act 1995 remains one of the primary pieces of legislation providing the range and scope of local authority intervention in the lives of children and their families. The duties of the local authority within this legislation are, in the main, discharged by statutory social work services. This Act also permits the local authority to request help, in the exercise of their functions in children's services, from other local authorities and health boards within the relevant

local authority area, and imposes an obligation on the person requested to provide help, unless doing so would not be compatible with that person's own statutory or other duties (section 21).

- 3.7 The Children and Young People (Scotland) Act 2014 contains provisions about the rights of children and young people; investigations by the Commissioner for Children and Young People in Scotland; the provision of services and support for, or in relation to, children and young people; the extension of early learning and childcare; the role of 'corporate parents'; the extension of aftercare support to young people leaving care (up to and including the age of 25); entitling 16-year-olds in foster, kinship or residential care the right to stay in care until they are 21; support for kinship care; the creation of an adoption register; consultation on certain school closure proposals; amendments to Children's Hearings legislation; appeals against detention in secure accommodation; and the provision of free school lunches. Guidance has been produced to support those parts of the Act that have been implemented. Where there is a duty to assess the wellbeing of children and young people under the Act, there are provisions to require this to be done with reference to the eight wellbeing indicators and the National Practice Model. There is an intention to seek to repeal Parts 4 and 5 of the 2014 Act, on named person and child's plan (which were never implemented and are therefore not currently in force). The commitment remains to deliver these core components of GIRFEC within existing law.
- 3.8 The Children's Hearings (Scotland) Act 2011 sets out the legal basis for the care and protection of children by the imposition of Compulsory Supervision Orders. The Act sets out the duties and powers of local authorities, police officers and others to make a referral to the Principal Reporter in relation to a child. Where a local authority considers that a child is in need of protection, guidance, treatment or control, and that it might be necessary for a compulsory supervision order to be made in relation to the child, the local authority must make all necessary inquiries into the child's circumstances.
- 3.9 The Police and Fire Reform (Scotland) Act 2012 defines the duty of a constable, and overarching policing priorities. The main purpose of policing is to improve the safety and wellbeing of persons, localities and communities in Scotland and, as such, the duty of a constable includes the prevention and detection of crime, maintaining order, and the protection of life and property.
- 3.10 Under the National Health Service (Scotland) Act 1978, NHS Grampian has the statutory responsibility to provide or arrange for the provision of a very wide range of healthcare, health improvement and health protection services across the Grampian region, which comprises the Aberdeen City, Aberdeenshire and Moray local authority areas.
- 3.11 The Scottish Ambulance Service is a Special Health Board established under the National Health Service (Scotland) Act 1978 (as amended by the Scottish Ambulance Service Board Order 1999), it covers the whole of Scotland and has a duty of care to protect the public, including the care and protection of children. Ambulance crews attend emergency and urgent calls across the whole of the country and may be the first to identify that a child is at risk or may have been harmed.
- 3.12 The University of Aberdeen and Robert Gordon University are regulated by the Universities (Scotland) Acts of 1858 and 1966 and are both higher educational establishments which provide an education and undertake research, in accordance with their public tasks.
- 3.13 The North-East Scotland College is established under the provisions of the Further and Higher Education (Scotland) Act 1992. It provides vocational education and training in the North-East of Scotland in accordance with its public task. It is also recognised as a Scottish charity – number SCO21174.

Education

- 3.14 Under Section 4 of the Education (Additional Support for Learning) (Scotland) Act 2004, where a

local authority has responsibility for the child's or young person's education, and it has been established that the child or young person has additional support needs, the authority has a duty to provide such support as is necessary to help them benefit from school education. Under Section 9 of the 2004 Act, where a local education authority has responsibility for the child's or young person's education and it has been established that the child or young person requires a co-ordinated support plan, the education authority has a duty to provide this. Local authorities also have a duty to request information, advice and views from other relevant agencies and the power to request the help of other local authorities or health boards and other specified agencies when carrying out its tasks under this Act, who have a duty to provide assistance where its consistent with their own functions.

Looked After Children & Corporate Parenting

3.15 Each of the Partnership Organisations is a Corporate Parent, under terms of the Children and Young People (Scotland) Act 2014. Corporate parenting can be defined as the 'the formal and local partnerships between all services responsible for working together to meet the needs of looked after children, young people and care leavers'. Corporate Parents have the following duties, in so far as they are consistent with each Corporate Parent's other functions:

- to be alert to matters which, or which might, adversely affect the wellbeing of looked after children, young people and care leavers
- to assess the needs of those children and young people for services and support it provides
- to promote the interests of those children and young people
- to seek to provide those children and young people with opportunities to participate in activities designed to promote their wellbeing
- to take such action as it considers appropriate to help those children and young people to access opportunities it provides, and to make use of services, and access support, which it provides
- to take such other action as it considers appropriate for the purposes of improving the way in which it exercises its functions in relation to those children and young people.

3.16 As Corporate Parents, the Partnership Organisations have a duty to collaborate with each other, and with other public bodies defined as Corporate Parents, when exercising their corporate parenting duties, where they consider that doing so would safeguard or promote the wellbeing of looked after children and young people.

Health in schools

- 3.17 NHS Grampian has duties in relation to the provision of medical inspection, supervision and treatment, and dental inspection, treatment and education in dental health for all pupils attending local authority schools under the National Health Service (Scotland) Act 1978.
- 3.18 Local authorities have duties under the National Health Service (Scotland) Act 1978 to make arrangements for encouraging and assisting pupils and young persons to take advantage of facilities for medical and dental treatment made available by NHS Grampian, unless their parents have opted out of this.
- 3.19 The Schools (Health Promotion and Nutrition) (Scotland) Act 2007 places a duty on an Education Authority, to be 'Health Promoting', by providing (whether on its own or in conjunction with health boards, parents or any other person) activities, and an environment and facilities, which promote the physical, social, mental and emotional health and wellbeing of pupils in attendance at the school.

Strategic planning and improvement in relation to services and outcomes for Children and Young People

- 3.20 The Partnership Organisations have a range of functions in respect of strategic planning and improvement of services and outcomes relating to Children and Young People.
- 3.21 The Children and Young People (Scotland) Act 2014 requires local authorities and relevant health boards for the local authority area to take a strategic approach to the design and delivery of services used by children and families, as well as requiring local authorities and relevant health boards for the local authority area to jointly prepare a Children's Services Plan for the area of the local authority, in respect of each three-year period. A range of other relevant local and national bodies are expected to be either consulted with, or obliged to participate, at various stages of the development of the plan. The Act also requires the local authority and relevant health board for the local authority area to jointly publish an annual report detailing how the provision of children's services and related services in that area have been provided in accordance with the plan.
- 3.22 The Child Poverty (Scotland) Act 2017 sets in statute the ambition to eradicate child poverty. Local authorities and relevant health boards for the local authority area must work together to prepare joint annual Local Child Poverty Action Reports, outlining action both taken and planned, in order to tackle local child poverty.
- 3.23 Local authorities are permitted under the Children 1995 Act to request help, in the exercise of their functions or other duties (section 21), from other local authorities, or health boards, and imposes an obligation on the person requested to provide help, unless doing so would not be compatible with that person's own statutory functions, and where doing so make a real difference to people's lives. In addition, local authorities have a broad power under the Local Government in Scotland Act 2003 to do anything which it considers is likely to promote or improve the wellbeing of its people and place.
- 3.24 The Partnership Organisations (with the exception of Scottish Ambulance Service) are Community Planning Partners under the Community Empowerment (Scotland) Act 2015. Community Planning is a process that helps public bodies to work together and with the community to plan and deliver better services. Together, the community planning partners must prepare and publish a local outcome improvement plan (LOIP) which sets out the local outcomes that the Community Planning Partners will prioritise for improvement.
- 3.25 In the Grampian region, the Partnership Organisations have a range of existing structures which play a role in governing and driving this multi-agency improvement work as it relates to their duties to deliver and improve services and outcomes for Children and Young People. These include:
- Chief Officer Groups
 - Community Planning Partnership Boards
 - Integrated Children's Services Boards
 - Developing the Young Workforce Boards
 - Child Protection Committees
- 3.26 Within the context of the powers, duties and functions set out at 3.1-3.24 above, the Partnership Organisations recognise that being able to meet the needs of Children and Young People for education, welfare, health and wellbeing, care, protection and support in accordance with their single and multi-agency functions, powers and duties in law, requires a level of collaborative working, and where this is necessary and lawful, may require the sharing of Information between them.

4 Purpose and Scope

General Purpose of this Protocol

- 4.1 As outlined at Section 3 above, the legislative range of powers, functions and duties in relation to Children and Young People are numerous and complex.

Within this context, the Partnership Organisations are committed to intervening as early as they can to help Children, Young People and their families, when help is needed, and to make sure they have the right arrangements in place to share Information to support Children, Young People and their families at the right time, and in the right way.

The risk is that Partnership Organisations won't be able to do this effectively without a common understanding of when Information can be shared between them so they can most effectively meet the needs of Children and Young People for education, welfare, health and wellbeing, care, and protection.

- 4.2 The purposes of this Protocol are therefore to:

- establish and document a clear set of agreed purposes for which Information may be shared between the Partnership Organisations
- provide a consistent and streamlined approach to the assessment, agreement and documentation of specific information sharing arrangements, by agreeing a framework and high-level standards to ensure that any sharing of Information between them for the agreed purposes is carried out in a way which is in accordance with Data Protection legislation, the Common Law Duty of Confidentiality, and Human Rights law
- support a confident and informed approach to information sharing across the Partnership Organisations to the benefit of the Children and Young People at the heart of these arrangements

Agreed Purposes for sharing

- 4.3 This Protocol supports the sharing of Information between the Partnership Organisations for the following purposes in support of the overarching purposes at 4.1-4.2 above:

- 4.4 **Purposes connected to Education, Getting It Right for Every Child, Child Protection, Looked After Children & Corporate Parenting**

- to safeguard, support and promote Children and Young Peoples' health and wellbeing through appropriate planning, assessment, support, and action in accordance with national policy and guidance on Getting it Right for Every Child
- to assist Named Persons, Lead Professionals, and other professionals to make decisions in relation to the health and wellbeing of Children and Young People, in accordance with national policy and guidance on Getting it Right for Every Child
- for the protection of Children and Young People in accordance with Partnership Organisation functions, powers and duties, as set out in the National Child Protection Guidance 2021 (including: to clarify whether there is a risk of harm to a Child or Young Person; to clarify the level of harm to a Child or Young person; to safeguard a Child at risk of harm; to clarify if a child is being harmed; to clarify the level of harm a Child is experiencing; to safeguard a Child who is being harmed)
- to support the effective provision of Education (including supporting positive destinations from Education) to pupils, in accordance with their needs
- to support effective and coordinated support for looked after Children, Young People and care leavers in accordance with Partnership Organisations' roles as Corporate Parents.

These purposes are relevant to all Partnership Organisations.

- 4.5 **Purposes connected to Health within Schools**

- Supporting the appropriate provision of medical and dental treatment to pupils within a

school setting, including the provision, and effective operation of school-based nurses, and of vaccination programmes delivered within schools.

These purposes are relevant to local authorities and NHS Grampian only.

4.6 Purposes connected to strategic planning and improvement in relation to services and outcomes for Children and Young People

- to support appropriate multi-agency planning, design, delivery, commissioning and evaluation of services in relation to Children and Young People
- for the participation in appropriate multi-agency planning, quality assurance, review, audit, learning, debriefing and inspection processes in relation to Children and Young People
- to support the design, delivery, operation and evaluation of appropriate multi-agency projects, activities, provision of facilities, or initiatives aimed at improving Children and Young Peoples' health and wellbeing, as agreed between Partnership Organisations, as necessary and appropriate to their respective single and multi-agency powers, tasks and duties.

These purposes are relevant to all Partnership Organisations.

4.7 It is the intention of the Partnership Organisations that this Protocol contains sufficient detail to cover most instances of operational sharing between them in support of the Agreed Purposes at 4.4 – 4.6. Where this is not the case, Partnership Organisations will set out specific arrangements for the sharing of Information between them in support of the Agreed Purposes using the Children & Young People Information Sharing Agreement template at **Appendix 1**. The disclosing Partnership Organisation(s) shall have the final decision on whether a supplementary Information Sharing Agreement is required.

4.8 Prior to entering into specific time-bound or routine information sharing arrangements under this Protocol, Partnership Organisations will follow their own processes for assessing the lawfulness, necessity and proportionality of the proposed arrangement in accordance with data protection legislation, including the completion of Data Protection Impact Assessments, where necessary.

4.9 The scope of this Protocol is to support information sharing for the purposes agreed at Section 4. Any sharing between the Partnership Organisations which falls outside the Agreed Purposes at Section 4 shall not be supported by this Protocol.

Controller to Controller Sharing vs Joint Controller Arrangements

4.10 This Protocol is intended to cover the sharing of Information between the Partnership Organisations on a 'Controller to Controller' basis, with each Partnership Organisation acting as a sole Controller for Information disclosed or received under this Protocol. For the avoidance of doubt, it is not the intention of the Partnership Organisations that sharing under this Protocol shall give rise to Joint Controllership between the Partnership Organisations. Where two or more of the Partnership Organisations wish to enter into Joint Controller arrangements this will be subject to separate negotiation and agreement between them.

5 Affected Individuals

5.1 The Partnership Organisations recognise that sharing for the agreed purposes outlined in this Protocol may require sharing Information in relation to the following groups of people:

- Children and Young People
- Parents and Carers
- Other relevant people in a Child or Young Person's life

- Other people relevant to a Child or Young Person's education, welfare, health and wellbeing, care, support and protection.

6 Legal Basis for sharing

- 6.1 Data Protection legislation regulates the handling of Personal Data. Where data falls under the UK GDPR, Personal Data can only be processed if an Article 6 lawful basis of the UK GDPR is met. Special Categories of Personal Data can only be processed if an additional legal basis at Article 9 of the UK GDPR is met.
- 6.2 Each Partnership Organisation shall ensure that it has an appropriate lawful basis for requesting, disclosing or otherwise processing personal data shared under this Protocol in accordance with applicable Data Protection legislation.
- 6.3 As outlined at Section 3 of the Protocol, the Partnership Organisations have a range of powers, functions, tasks and duties, which are likely to be relevant to identifying an appropriate lawful basis for sharing Information under this Protocol, including, but not limited to:
- The Children and Young People (Scotland) Act 2014
 - The Children (Scotland) Act 1995
 - The Children's Hearings (Scotland) Act 2021
 - The Social Work (Scotland) Act 1968
 - The Child Poverty (Scotland) Act 2020
 - The Education (Scotland) Act 1980
 - The Schools (Health Promotion and Nutrition) (Scotland) Act 2007
 - The Education (Additional Support for Learning) (Scotland) Act 2004
 - The National Health Service (Scotland) Act 1978
 - The Community Empowerment (Scotland) Act 2015
 - The Local Government in Scotland Act 2003
 - The Child Poverty (Scotland) Act 2017
 - The Children (Leaving Care) Act 2000
 - The Support and Assistance of Young People Leaving Care (Scotland) Regulations 2003
 - The Looked After Children (Scotland) Regulations 2009
 - The Mental Health (Care and Treatment) (Scotland) Act 2003
 - The National Health Service (Scotland) Act 1978
 - The Police and Fire Reform Act 2012
 - The Higher Education Act 2004
 - The Further and Higher Education (Scotland) Act 1992
 - The Post 16 Education (Scotland) Act 2013
- 6.4 Whilst it shall be for each Partnership Organisation to identify an appropriate lawful basis for Information shared on a case-by-case basis, the following UK GDPR lawful bases are most likely to apply to the sharing of Information under this Protocol:
- processing is necessary for compliance with a legal obligation to which the controller is subject (Article 6(1)(c) UK GDPR)
 - 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 (Article 6(1)(e) UK GDPR)
 - processing is necessary in order to protect the vital interests of the data subject or of another natural person (Article 6(1)(d) UK GDPR)
- 6.5 Whilst it shall be for each Partnership Organisation to identify an appropriate lawful basis for Special Categories of Information shared on a case-by-case basis, the following lawful bases are most likely to apply to the sharing of Information under this Protocol:

- processing is necessary for reasons of substantial public interest, on the basis of domestic law which shall be proportionate to the aim pursued, respecting the essence of the right to data protection and providing for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject (Article 9(2)(g) UK GDPR)
- processing is necessary for the purposes of preventative and occupational medicine, for the assessment of working capacity of the employee, medical diagnosis, the provision of health or social care treatment or the management of health or social care systems/services (Article 9(2)(h) UK GDPR)
- processing is necessary for archiving purposes in the public interest, scientific, historical research purposes or statistical purposes. (Article 9(2)(j) UK GDPR)
- processing is necessary to protect the vital interests of a data subject or another individual where the data subject is physically or legally incapable of giving consent (Article 9(2)(c) UK GDPR)

6.6 Where Information shared under this Protocol is classified as Criminal Convictions or Offences data, each Partnership Organisation shall ensure that it has an appropriate lawful basis under Article 10 of the UK GDPR and meets an appropriate condition within the Data Protection Act 2018, Schedule 1. Article 10 provides that “Processing of personal data relating to criminal convictions and offences or related security measures based on Article 6(1) shall be carried out only under the control of official authority or when the processing is authorised by Union or Member State law providing for appropriate safeguards for the rights and freedoms of data subjects. Any comprehensive register of criminal convictions shall be kept only under the control of official authority.”

7 Confidentiality, Human Rights Law and Consent

- 7.1 Partnership Organisations, in addition to their responsibilities as Controllers under Data Protection legislation, may also owe a duty of confidentiality to Children, Young people and their families or other relevant people in the lives of Children and Young people, about whom data is shared under this Protocol.
- 7.2 Partnership Organisations are committed to respecting the rights of children, young people, their parents, carers, families, and other people in their life about whom it may be necessary to share Information under this Protocol, under the UNCRC and UNCHR, as adopted into domestic law under the Human Rights Act 1998.
- 7.3 Partnership Organisations will, in general, take an open and collaborative approach to working with Children and Young People, their Parents, Carers and Families. This means they will include them wherever possible, in discussions and decisions about the sharing of Information. Where this is appropriate, they will seek agreement or consent from the relevant Individuals to share Information. Where it is not appropriate to seek consent or agreement, they will still inform the relevant Individuals that Information will be shared unless this is not appropriate in the circumstances. Partnership Organisations will also address their transparency obligations under Data Protection Legislation via provision of relevant privacy notices (see section 8 of this Protocol).
- 7.4 Partnership Organisations recognise that confidentiality is not an absolute right, and it will not always be appropriate to seek the consent of Individuals prior to sharing Information under this Protocol. Partnership Organisations recognise that there may be occasions where it will still be appropriate for information to be shared, even in cases where consent has been sought, and refused by the Individual. There may also be cases where it is appropriate to share Information without seeking consent and without informing the individual about the information sharing.

- 7.5 Partnership Organisations recognise that the right to privacy and family life under UNCHR is not absolute, and that a child's right to privacy within UNCRC must be balanced with their other rights.
- 7.6 Prior to entering into routine or specific timebound information sharing arrangements under this Protocol, Partnership Organisations will follow their own processes for assessing the lawfulness, necessity and proportionality of the proposed arrangement in accordance with human rights law and any applicable confidentiality duties.
- 7.7 When making operational sharing decisions on a case by case basis, Partnership Organisations will have reference to the Grampian Practitioner Guidance on Information Sharing, Confidentiality & Consent, the National Child Protection Guidance 2021, and the National Guidance on Getting Information Sharing Right for Every Child, as well as any specific guidance provided by their individual organisations or applicable regulatory bodies in relation to their obligations of confidentiality, human rights law and consent, when sharing Information under this Protocol.

For the avoidance of doubt - staff should not hesitate to share personal information in order to prevent abuse or serious harm, in an emergency or in life-or-death situations. If there are concerns relating to child protection issues, the relevant organisational procedures must be followed immediately.

8 Transparency

- 8.1 Partnership Organisations who process personal data under UK GDPR have an obligation to be transparent about the way they process it.
- 8.2 Each Partnership Organisation will ensure that sufficient information is provided to Individuals about whom data is shared under this Protocol to comply with relevant transparency requirements under Data Protection legislation. For each Partnership Organisation, this means detailing where necessary in relevant privacy notices, where they do (or are likely to) disclose or receive Information under this Protocol.
- 8.3 Partnership Organisations will be mindful of ensuring that transparency information or privacy notices which relate to Children and Young People are drafted and communicated in an appropriate way for the age and needs of the Children or Young People affected.

9 Information which may be shared

Lawful, Necessary and Proportionate Information

- 9.1 In all cases, Partnership Organisations will ensure that Information shared under this Protocol is limited to what is necessary and proportionate to the purpose of the sharing.
- 9.2 In all cases, Partnership Organisations will ensure that where sharing of Information has been deemed necessary and proportionate to the purpose, the minimum necessary Information is shared, and that care is taken to share Information only with appropriate people within the relevant Partnership Organisation on a need-to-know basis.
- 9.3 The decision about what Information to share with a Partnership Organisation will often depend on the circumstances of a Child or Young Person. When making operational sharing decisions on a case-by case basis, Officers within Partnership Organisations will have reference to the Grampian Practitioner Guidance on Information Sharing, Confidentiality & Consent, which is designed to support practitioners across Partnership Organisations to make good operational decisions about information sharing under this Protocol, and to supplement guidance on sharing

contained within the National Child Protection Guidance 2021 and the Getting Information Sharing Right for Every Child Guidance.

- 9.4 Prior to entering specific time-bound or routine information sharing arrangements under this Protocol, Partnership Organisations will follow their own processes for assessing the lawfulness, necessity and proportionality of the proposed arrangement in accordance with data protection legislation, and where necessary, the conducting of Data Protection Impact Assessments.

Types of Information Partner Organisations may share

- 9.5 The types of information shared under this Protocol are likely to include:

Demographic and Contact Information

Where relevant:

- Names
- Addresses
- Email Addresses
- Telephone Numbers
- Identifiers (including Social Care Reference Numbers, Scottish Candidate Reference Numbers, Community Health Index Numbers)

Information relating to Education

Where relevant:

- Information on attendance, attainment, and educational needs, or any other relevant Information held within Education records. In certain circumstances, whole education records may be transferred from one local authority Partnership Organisation to another.

Information relating to social work involvement

This may include child protection registration status or other present or past legal status of an Individual, including past or present Looked After status; Information relating to relationships and family circumstances, or any other relevant Information held within Social Work records. In certain circumstances, whole social work records may be transferred from one local authority Partnership Organisation to another.

Information relating to Health

This may also include, where relevant, Information relating to health.

Information relating to Criminal Convictions or reported crime

This may also include, where relevant, Information relating to criminal convictions, reported crime, or intelligence, where this suggests significant and immediate risk to a Child or Young Person.

Information relating to Financial Situation

This may include financial support made available to, or benefits received by a Child or Young Person. It may also include information relating to debt, outstanding rent or other liabilities.

Data Accuracy

- 9.6 Partnership Organisations shall take all reasonable measures to ensure that the Information shared is accurate. Where any Partnership Organisation becomes aware of inaccuracies in Information, they will notify the other Partnership Organisations with which Information has been shared.

10 How Information may be shared

Meetings

- 10.1 Information may be shared by officers or professionals from Partnership Organisations at multi-agency meetings, such as Interagency Referral Discussions or other planning meetings relating to Children and Young People.
- 10.2 Information may be shared by officers or professionals from Partnership Organisations at multi-agency meetings relating to appropriate planning, quality assurance, review, audit, learning, debriefing and inspection processes in relation to Children and Young People.

Use of approved video conferencing platforms: no recordings and no use of chat function

- 10.3 Where such meetings are held virtually, Partnership Organisations will use approved organisational video conferencing platforms only. Chat functionality shall not be used to share Information. Recordings will not be made of meetings, if held virtually.
- 10.4 The Partnership Organisation responsible for leading/arranging and/or chairing the meeting shall ensure that the meeting is arranged and conducted in such a way as to support proportionate relevant sharing of Information, in accordance with the data protection principles. This shall include:
- ensuring that only people with a clear role to play are invited or permitted to attend
 - ensuring that, where meetings include Children and Young People or their families or other relevant people in their lives, meeting invitations communicated by email are sent in such a way as not to reveal the email addresses of the other attendees, where email addresses of attendees are subject to a Non-Disclosure Order or other relevant restrictions
 - ensuring that where attendees are only required for part of a meeting, that the meeting is structured and managed in such a way as to facilitate this
 - ensuring that all attendees are clear about the purpose and aims of the meeting
 - ensuring that, where appropriate, confidentiality statements are communicated and understood by all attendees at the start of the meeting
 - ensuring that, where appropriate, privacy notices are communicated and understood by all attendees
 - ensuring that, where appropriate, names, email addresses, postal addresses or other relevant contact details of attendees are checked at an appropriate point in the meeting to ensure that decisions and minutes are sent to accurate and up to date addresses. Care shall be taken to ensure that this is done in such a way as not to disclose to other attendees inappropriately any information subject to a Non-Disclosure Order or other relevant restriction
 - ensuring that any records produced of the meeting are created, prepared and distributed in such a way as to ensure Information is shared appropriately and recipients do not receive information they do not need to know. This is especially important when managing meetings where attendees are only required for part of a meeting, or where a meeting involves Information which is subject to a Non-Disclosure Order or other relevant restriction.
- 10.5 Each Partnership Organisation's staff in attendance at multi-agency meetings shall be

responsible for ensuring that Information disclosed by them is limited to what is relevant and necessary for the purpose.

Email

- 10.6 Information may be shared from a secure email to a receiving secure email. Partnership Organisations will use approved corporate email systems only for sharing Information under this Protocol.
- 10.7 Partnership Organisations shall maintain the security of their corporate email systems and will ensure that, where using email to share Information, appropriate methods of securing email communications between the Partnership Organisation domains are in place. These may include the use of enforced Transport Layer Security, Secure Email Services (such as Egress) or password protection.
- 10.8 Each Partnership Organisation shall ensure that staff follow its own policies and procedures in relation to the safe and secure use of email. Partnership Organisations recognise that mis-directed email is a common cause of Personal Data breaches, and therefore commit to ensuring as a minimum that each Partnership Organisation has appropriate procedures or guidance in place for staff covering safe use of email which include:
- Ensuring that where Information is shared by email, that unnecessary email trails are not included
 - Ensuring that where email address auto-populate features are turned on, staff have clear procedures or guidance in place for checking email addresses are correct prior to sending emails where Information is shared
 - Ensuring that out of office messages are used where necessary, and that these contain up to date and appropriate alternative contact details
 - Ensuring that all emails between Partnership Organisations include an email signature or otherwise include the full name, job title and organisational contact details of the person
 - Documenting circumstances where Information shared by email should be password protected, and how this process should be carried out.
- 10.9 Each Partnership Organisation will have procedures in place to ensure prompt communication with other relevant Partnership Organisations in the event of any changes to key email contact addresses used to share Information.
- 10.10 Each Partnership Organisation will keep other relevant Partnership Organisations promptly updated of any relevant changes to their corporate email systems used to share Information under this Protocol.

Sharing Information via Telephone

- 10.11 Where necessary for Partnership Organisations to share Information under this Protocol by telephone, Partnership Organisations will ensure appropriate verification checks are undertaken prior to any Information being disclosed by telephone, to ensure that Information is only disclosed to an appropriate person within a Partnership Organisation.
- 10.12 Where a Partnership Organisation considers it necessary to request disclosure of Information by telephone, it will comply with reasonable steps requested by the disclosing Partnership Organisation to ensure the appropriate verification of requester identity and security of the disclosure.
- 10.13 For incoming telephone calls, verification will include establishing the identity of the caller – including a job role and contact in Partnership Organisation. Verification may also include requesting that an email be sent from the Partnership Organisation's corporate email system

confirming the job title(s) of the requester(s), the requirement for telephone disclosure and the relevant organisational telephone number to be used for the disclosure.

- 10.14 Where a Partnership Organisation has assessed that it is appropriate to disclose Information by telephone, Information should be disclosed on a separate returned telephone call made to a recognised telephone number belonging to the Partnership Organisation – this is important in order to confirm the stated identity of the caller. A telephone number may be confirmed to belong to the Partnership Organisation by going via the Organisation's published switchboard number or using a number confirmed via an email sent from the Partnership Organisation's corporate email system.

Hand Delivering Information

- 10.15 Sometimes it may be appropriate to hand deliver Information in person. Where the intention is to hand deliver Information, the covering envelope should be addressed to a named person in the Partnership Organisation. The name and role of the person the envelope has been handed to must be obtained and recorded, along with time and date of delivery. Envelopes used should be sufficiently robust, securely sealed, and if necessary double enveloped.

Posting Information

- 10.16 If the Information is to be sent by post, this should be by way of first-class Special Delivery post so that it is traceable. Envelopes used should be sufficiently robust, securely sealed and if necessary double enveloped. Partnership Organisations should follow any organisational policies and procedures in place for posting special category personal data. The covering envelope should be addressed to a named person in the Partnership Organisation and should include their job title.

Fax

- 10.17 The Partnership Organisations agree that Fax shall not be used for sharing Information under this Protocol as its security cannot be guaranteed. The only exception to this shall be where fax is required to ensure the continuity of a business-critical function in the event of a major business continuity incident.

Access to systems

- 10.18 The Partnership Organisations recognise there are occasions when the nature of multi-agency working arrangements will mean that data is most effectively and securely shared by one Partnership Organisation granting limited, proportionate access to data within a system to relevant Officers within another Partnership Organisation(s).
- 10.19 Partnership Organisations who are granted access to another Partnership Organisation's system or application (including access to Microsoft O365 environments) will agree between them such additional arrangements as the two Partnership Organisations consider reasonable and proportionate in the circumstances of each case, but agree as a minimum:
- To ensure that the system owning Partnership Organisation is promptly notified in the event of staff with access to the system leaving their employment or, where relevant changing their role
 - That the accessing Partnership Organisation assist the system owning Organisation in any investigation into potential instances of inappropriate or unauthorised access of the system
 - That the accessing Partnership Organisation participate in any audit or review of system access or use deemed necessary by the system owning Partnership Organisation
 - That staff within the accessing Partnership Organisation do not share system log-ins and

- only access the system from an employer provided encrypted device
- That the accessing Partnership Organisation will handle any issues which arise in relation to their staff's access or use of the system owning Partnership Organisation's system under appropriate HR policies and procedures.

Provision of data sets or feeds

- 10.20 The Partnership Organisations recognise there are occasions when the nature of multi-agency working arrangements will mean that data is most effectively and securely shared by one Partnership Organisation by the provision of regular feeds of Information. Partnership Organisations will use secure methods of transfer only, with the level of security being appropriate to the nature and sensitivity of the data being shared.
- 10.21 Secure File Transfer Protocol (SFTP), File Transfer Protocol over SSL (FTPS) or site-to-site VPN connection may all be used. The Partnership Organisation who is disclosing Information will have the final decision on the transfer method, in accordance with its organisational policies on Information Security.

11 Accountability and Record Keeping

- 11.1 Partnership Organisations have responsibilities in relation to demonstrating compliance with Data Protection legislation. Partnership Organisations agree that each will keep accurate and up to date records of sharing carried out under this Protocol.
- 11.2 Whether such sharing comprises routine or regular sharing of a specific data set or sets or sharing on a case-by-case basis, each Partnership Organisation will ensure that this data flow is recorded to an appropriate level of detail within Organisational Records of Processing Activities.
- 11.3 In addition, Partnership Organisations shall ensure that a record is made in respect of individual decisions in relation to Information shared under this Protocol.
- 11.4 When a decision has been made by a Partnership Organisation to share Information, a record of the disclosure will be kept by that organisation, which shall include:
- the Information disclosed
 - person (including role and organisation) to whom the disclosure was made
 - date of the disclosure
 - reason for the disclosure
 - lawful basis for the disclosure
 - signature of person making the disclosure, where appropriate
 - whether the disclosure was made with or without consent of the Child, Young Person, or (where appropriate) their parent / carer, and where a disclosure has been made without consent, the reasons for this
 - whether the disclosure was made with or without the knowledge of the Child, Young person, or (where appropriate) their parent / carer, and where a disclosure has been made without their knowledge, the reasons for this
- 11.5 When a decision has been made by a Partnership Organisation not to share Information, a record of the decision not to disclose Information will be kept by that Organisation, which shall include:
- the Information requested
 - the person (including role and organisation) making the request
 - the reason for refusal
 - the name and role of the person who took the decision to refuse the request.

12 Data Protection Rights Requests

- 12.1 Individuals have the right to make Subject Access Requests. Individuals may also request rectification, erasure, or restrictions in relation to the processing of their personal data. Partnership Organisations agree that the responsibility for responding to these requests shall rest on the Partnership Organisation who has received the request. Each Partnership Organisation confirms it has procedures in place to inform any recipient Partner Organisations if it
- rectifies any data it has shared with them
 - erases any data it has shared with them
 - restricts any data it has shared with them
- and will ensure these procedures are followed where relevant.
- 12.2 Each Recipient Partnership Organisation will be individually responsible for addressing its own obligations to rectify, erase or restrict data as relevant when it is notified of a required rectification, erasure or restriction by another Partnership Organisation.
- 12.3 Partnership Organisations agree to notify relevant Partnership Organisations of any Subject Access Requests received in relation to Information disclosed under this Protocol as soon as is reasonably possible and give relevant Partnership organisations the opportunity to make representations regarding disclosures and /or exemptions. The final decision on disclosure, or the application of exemptions, will rest with the Partnership Organisation who received the request.
- 12.4 Partnership Organisations agree, when given notification of any relevant Subject Access Request received as outlined at 12.3 above, to respond promptly with any representations regarding disclosures and /or exemptions, or, where a Partnership Organisation has no representations to make, to confirm this fact.

13 Restrictions on the Use of Information

- 13.1 Information disclosed under this Protocol may be disclosed, or a secondary use made of that data by third parties, where any Partnership Organisation is obliged to disclose such Information as a result of a Court Order, or because the recipient of the Information has a statutory duty obliging the disclosure. Each Partnership Organisation shall notify the Disclosing Partnership Organisation of the Information of any third-party disclosure it is required to make in terms of this paragraph.
- 13.2 Other than under the conditions outlined at 13.1, above, any Information disclosed under this Protocol must not be disclosed by any Partnership Organisation to any Third Party or used for any incompatible purpose without the written consent of the Partnership Organisation(s) that provided the Information.

14 Security, Retention & Disposal

- 14.1 Partnership Organisations agree to store Information securely, in accordance with their organisational policies relating to Information Security, Data Protection and Records Management.
- 14.2 All Partnership Organisations shall ensure that instances or alleged instances of unauthorised access or use of Information will be investigated and managed in accordance with relevant organisational policies, with appropriate action taken where necessary.
- 14.3 Partnership Organisations shall retain and dispose of Information shared under this Protocol in accordance with their organisational retention schedules, and policies and procedures relating to

the secure disposal of information.

- 14.4 Partnership Organisations shall ensure that records kept of decisions to share or not to share Information, in accordance with Section 11.4 and 11.5 above, are retained in accordance with their organisational retention schedules, and policies and procedures relating to the secure disposal of information.

15 Training, Communication and Awareness

- 15.1 Each Partnership Organisation shall ensure that their staff members are appropriately trained to handle and process Information in accordance with this Protocol, and that training is refreshed on a regular basis.
- 15.2 Each Partnership Organisation shall ensure that this Protocol and the supporting Practitioner Guidance on Information Sharing, Confidentiality & Consent is published on their organisational intranet or otherwise made easily available to all relevant staff with a role to play in sharing Information under this Protocol.

16 Personal Data Breaches

- 16.1 All known or suspected Personal Data Breaches in relation to Information shared or created under this Protocol shall be reported to the respective Partnership Organisation's Information Security Officer, Data Protection Officer or equivalent within the timescales described in the respective organisation's Data Protection and Information Security policies and the DPA 2018 / UK GDPR.
- 16.2 Once notified of a Personal Data Breach the relevant officers and staff will undertake an investigation to identify, where possible, the causes or contributing factors to the Personal Data Breach, what Information has been affected and whether the integrity of any systems has been compromised.
- 16.3 Relevant Partnership Organisations will be provided with a full report of the circumstances of the Personal Data Breach and, if relevant, the Information affected along with sufficient details to enable them to retain assurance in the confidentiality, integrity and availability of the Information and the processes for sharing Information, and to undertake their own risk assessments.
- 16.4 Where the Personal Data Breach meets the relevant conditions for reporting to the Information Commissioner's Office (ICO), the ICO will also be notified and the Partnership Organisations will consider, on a case-by-case basis, whether to notify the affected individuals of the Personal Data Breach.

17 Roles and Responsibilities

- 17.1 Each Partnership Organisation has identified a single point of contact (SPOC) who will have responsibility for compliance with this Protocol within their organisation. This should also be the person to participate in the annual review of the Protocol and act as a contact if there are any issues which arise with the Protocol.
- 17.2 The SPOC will also be responsible for ensuring that there is a regular review of the effectiveness of this Protocol. The review of the effectiveness of this Protocol shall:
- Assess whether the Agreed Purposes for sharing Information are still applicable and up to date
 - Assess whether the Information is being shared in accordance with the standards outlined at Section 9 of this Protocol (Information which may be shared)
 - Assess whether the Information is being shared in accordance with the standards outlined at Section 10 of this Protocol (How Information may be shared)

- Assess the extent to which Partnership Organisations are keeping records of Information shared as outlined in Section 11 of this Protocol (Accountability & Record Keeping)
- Identify any issues arising with the management of relevant Data Subject Rights Requests as outlined in Section 12 of this Protocol (in particular 12.3 and 12.4)
- Whenever there is a Personal Data Breach, assess the adequacy of this Protocol in preventing similar breaches in future
- Identify any new training and/ or awareness requirements for the Partnership Organisations arising from the review and agree appropriate actions to address these.

17.3 The following individuals are the SPOCs in relation to this Agreement:

POST	PARTNERSHIP ORG.	TELEPHONE NUMBER	EMAIL ADDRESS
North East Division Concern Hub Manager	Police Scotland	01224 301111	NorthEastConcernHub@scotland.police.uk
Graeme Simpson Chief Social Work Officer	Aberdeen City Council	07776161929	gsimpson@aberdeencity.gov.uk
Laurence Findlay Director Education & Children's Services	Aberdeenshire Council	01467538579	laurence.findlay@aberdeenshire.gov.uk
Tracy Stephen Interim Head Children & Families and Justice Social Work	Moray Council	01343 563608 / 07890 623456	tracy.stephen@moray.gov.uk
	NHS Grampian		
LSO	Scottish Fire and Rescue Service	01224 728600	Chay.Ewing@firescotland.gov.uk
	Scottish Ambulance Service		
Nick Edwards, Deputy Director of People	University of Aberdeen	01224 272963	n.edwards@abdn.ac.uk
	Robert Gordon University		
Associate Vice Principal	North East Scotland College	07983329140	a.duplessis@nescol.ac.uk

17.4 Aberdeen City Council shall have responsibility for leading the review of the Protocol and making

any amendments to the Protocol which are deemed necessary by the Partnership Organisations.

18 Withdrawal from the Protocol

- 18.1 Any Partnership Organisation may withdraw from this Protocol on giving one month's written notice to the others of their intention to do so.
- 18.2 This Protocol may be varied only by the written agreement of all of the Partnership Organisations.
- 18.3 This Protocol shall terminate on the execution by the Partnership Organisations (or their successors) and coming into force of another protocol on sharing personal data which is expressly stated to supersede this Protocol.

19 Counterparts

- 19.1 This Protocol may be executed in any number of counterparts and by each of the Partnership Organisations on separate counterparts, all as permitted by The Legal Writings (Counterparts and Delivery) (Scotland) Act 2015. The Partnership Organisations agree that this Protocol will take effect from 1 April 2022.

20 Signatories

- 20.1 By signing this Protocol, all signatories accept responsibility for its implementation.

Signatories to Version 1.0

CHILDREN AND YOUNG PEOPLE INFORMATION SHARING PROTOCOL

On behalf of Aberdeen City Council by (Authorised Signatory) Name: Steven Inglis Position: Team Leader Date: 24 November 2022
On behalf of Aberdeenshire Council by (Authorised Signatory) Name: Laurence Findlay Position: Director of Education and Children's Services Date: 5 April 2022
On behalf of Moray Council by (Authorised Signatory) Name: Roddy Burns Position: Chief Executive Date: 6 April 2022
On behalf of Grampian Health Board by (Authorised Signatory) Name: Nick Fluck Position: Medical Director / Caldicott Guardian Date: 15 April 2022

<p>On behalf of Police Scotland by</p> <p>(Authorised Signatory) Name: Kate Stephen Position: Chief Superintendent Date: 15 April 2022</p>
<p>On behalf of Scottish Fire and Rescue Services by</p> <p>(Authorised Signatory) Name: Stephen Wood Position: Deputy Assistant Chief Officer Date: 8 June 2022</p>
<p>On behalf of Scottish Ambulance Service by</p> <p>(Authorised Signatory) Name: Jayne Scaife Position: Head of Public Protection Date: 16 January 2023</p>
<p>On behalf of The University of Aberdeen by</p> <p>(Authorised Signatory) Name: Debbie Dyker Position: Director of People Date: 8 April 2022</p>
<p>On behalf of Robert Gordon University by</p> <p>(Authorised Signatory) Name: Steve Olivier Position: Principal and Vice Chancellor Date: 12 April 2022</p>
<p>On behalf of North-East Scotland College by</p> <p>(Authorised Signatory) Name: Neil Cowie Position: Principal and Chief Executive Date: 19 May 2022</p>

Appendix 1: Grampian Children & Young People Information Sharing Agreement



This Information Sharing Agreement sets out specific sharing arrangements agreed between the Partnership Organisations under the terms of the Grampian Children & Young People Information Sharing Protocol. It has been developed in accordance with the framework and standards set out in Grampian Children & Young People Information Sharing Protocol agreed between the Partnership Organisations and must be read in conjunction with it.

Name of service, project, process, or proposal	
ISA Review Date	

The Information Asset Owner shall be responsible for ensuring that all sharing of data is being carried out in accordance with purpose and processes outlined in this agreement. They shall be the point of contact for any queries or complaints within their organisation in relation to any data shared under this agreement.

Roles and Responsibilities		
	Disclosing Partnership Organisation(s)	Receiving Partnership Organisation(s)
Partnership Organisation		
Information Asset owner Name		
Information Asset Owner Job Role		
Information Asset Owner Email Address		

Purpose and Scope	
Data to be shared	Outline dataset/ describe data types which will be shared
Purpose of the sharing	Describe the reason for sharing and what function or service this data sharing supports
Consequences of not sharing	Describe what the consequences of not sharing this data will be for Children or Young People
Duration of the sharing	Will this sharing be time bound (for a project or proposal) or will it be ongoing to support delivery of a service
Agreed processes for sharing data	Describe how the data will be shared

Compliance and controls	
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	Disclosing Partnership Organisation(s)	Receiving Partnership Organisation(s)
Lawful Basis Article 6		
Lawful Basis Article 9		
Lawful Basis Article 10		
Privacy Notice		
Staff Procedures		
Accuracy checks prior to sharing		
Process for updating inaccurate data after sharing		
Details of who will have access to shared data		
Details of any further proposed sharing		
Process for securing the sharing of data		
Storage location of data once shared		
Security controls to protect data once shared		
Retention period for shared data		
Process for deleting data shared		

Advice and Authorisation		
	Disclosing Partnership Organisation(s)	Receiving Partnership Organisation(s)
Data Protection Officer		
Name		
Date		
Comments		
Authorising Officer		
Name		
Job Role		
Date		
Signing Officer		
Name		
Job Role		
Date		
Signature		