



GREAT YARMOUTH
BOROUGH COUNCIL

Policy and Resources Committee

Date: Monday, 25 January 2021
Time: 15:30
Venue: Virtually
Address: [Venue Address]

AGENDA

Open to Public and Press

1 APOLOGIES FOR ABSENCE

To receive any apologies for absence.

2 DECLARATIONS OF INTEREST

You have a Disclosable Pecuniary Interest in a matter to be discussed if it relates to something on your Register of Interests form. You must declare the interest and leave the room while the matter is dealt with.

You have a Personal Interest in a matter to be discussed if it affects

- your well being or financial position
- that of your family or close friends
- that of a club or society in which you have a management role
- that of another public body of which you are a member to a greater extent than others in your ward.

You must declare a personal interest but can speak and vote on the matter.

Whenever you declare an interest you must say why the interest arises, so that it can be included in the minutes.

- 3** **MINUTES** **3 - 7**
- To confirm the minutes of the meeting held on the 15 December 2020.
- 4** **FORWARD PLAN** **8 - 8**
- Report attached.
- 5** **FUTURE HIGH STREETS FUND TECHNICAL UPDATE PROCESS** **9 - 13**
- Report attached.
- 6** **NORFOLK OVERARCHING INFORMATION SHARING** **14 - 28**
PROTOCOL
- Report attached.
- 7** **ANY OTHER BUSINESS**
- To consider any other business as may be determined by the Chairman of the meeting as being of sufficient urgency to warrant consideration.
- 8** **EXCLUSION OF PUBLIC**
- In the event of the Committee wishing to exclude the public from the meeting, the following resolution will be moved:-
- "That under Section 100(A)(4) of the Local Government Act 1972, the public be excluded from the meeting for the following item of business on the grounds that it involved the likely disclosure of exempt information as defined in paragraph 1 of Part I of Schedule 12(A) of the said Act."
- 9** **CONFIDENTIAL APPENDIX - FUTURE HIGH STREETS FUND**
TECHNICAL UPDATE PROCESS
- Details
- 10** **CONFIDENTIAL MINUTES**
- Details

Policy and Resources Committee

Minutes

Tuesday, 15 December 2020 at 18:00

PRESENT:-

Councillor Smith (in the Chair); Councillors P Carpenter, Flaxman-Taylor-Grant, P Hammond, Myers, Plant, B Walker, C M Walker, Wells Wainwright, Williamson & A Wright.

Ms S Oxtoby (Chief Executive Officer), Ms K Sly (Finance Director), Mrs P Boyce (Strategic Director), Mrs M Burdett (Head of Inward Investment), Mr D Barker (Heritage & Conservation Manager), Mr D Wiles (Communications & Media Manager), Mrs L Barker (Strategic Director), Mr J Gibbs (Tenancy Services Manager), Mr J Wedon (Senior Performance & Data Protection Officer), Ms C Whatling (Monitoring Officer), Mr A Quinton (IT Manager) & Mrs S Wintle (Corporate Services Manager).

Mr J Newman (Town Centre Manager).

1 APOLOGIES FOR ABSENCE

The Corporate Services Manager reported that there were no apologies for

absence.

2 DECLARATIONS OF INTEREST

The Chairman and Councillor Plant declared a personal interest in item 5 as they were members of the GYTCP Board.

Councillors Wells and Williamson declared a personal interest in item 11 as they were members of the GYPT Board.

However, in accordance with the Council's Constitution, they were allowed to both speak and vote on the items.

3 MINUTES

The minutes of the meeting held on 17 November 2020 were confirmed by assent.

4 FORWARD PLAN

The Committee received and considered the Forward Plan.

RESOLVED:-

That the Committee note the Forward Plan.

5 GREAT YARMOUTH TOWN CENTRE PARTNERSHIP BID - PROPOSED FOURTH BID TERM

The Committee received and considered the report from the Strategic Director.

Councillor Plant reported that the BID renewal would come at a really difficult time for retail which was struggling more than ever, due to the pandemic. However, the BID renewal was vital to help secure the future of the Town Centre and he therefore, fully supported the report.

Councillor P Hammond asked whether the Landlords of empty premises had to pay the BID levy. The Town Centre Manager reported that Landlords of empty premises were not exempt from the BID levy and that this encouraged them to find tenants for empty premises in the longer term.

RESOLVED:-

(i) That the Committee notes that the information had been supplied by the Great Yarmouth Town Centre Partnership Business Improvement District (TCP/gyBID) to the Council as Billing Authority in respect to the information listed under Regulation 4, Schedule 1 of the Business Improvement Districts (England) Regulations 2004,

(ii) That the Committee approves the draft Business Plan proposed by TCP/gyBID as described in the Annual Report and gyBID Renewal Prospectus at Appendix 1; and

(iii) That the Committee approves the Council's support for the TCP/gyBID in relation to its ballot for a fourth BID term.

6 2020-21 TREASURY MANAGEMENT MID-YEAR REPORT

The Committee received and considered the report from the Finance Director.

The Finance Director reported the salient areas of the report including

- the mid-year position for treasury management,
- the borrowing requirement and debt for the current financial year; and
- the mid-year borrowing position compared with the Treasury Management Strategy.

The Chairman thanked the Finance Director for her comprehensive report.

RESOLVED:-

That the Committee approve the Treasury Management half-yearly report for 2020/21.

7 KEY SAFE AND SUITED LOCKS

The Committee received and considered the report from the Tenancy Team Manager.

The Tenancy Services Manager reported the work required to upgrade the Council's Sheltered Housing offer to promote independence through providing key safes and suited locks for all residents at a cost of £168,577.

Councillor Plant reported that he welcomed this report as it would help to keep our vulnerable, sheltered housing residents safe and secure in their own

homes.

RESOLVED:-

That the Committee agree and approve the cost of the works to install Key Safes to all sheltered housing properties and complete the installation of suited locks in sheltered housing schemes at a cost of £168,577.

8 QUARTER 2 PERFORMANCE REPORT

The Committee received and considered the report from the Senior Performance & Data Protection Officer.

The Senior Performance & Data Protection Officer gave an update on current performance for the second quarter of 2020/21 which covered July to September 2020, whereby progress was assessed against targets which were set at the start of the financial year. The report also provided an update on the position of key projects which were linked to the corporate priorities from "The Plan 2020-2025". A summary of progress for the key projects and individual highlight reports for each key project are contained in Appendix 1 of the report. The performance measures, contained in Appendix 2, gave a comprehensive overview of how the Authority, as a whole, was performing and covered most Council functions.

Councillor Williamson informed the Committee that the Wintergardens Member Working Group had met, at his request, on 3 November 2020 and had received an update on the project. He requested that the report be amended to reflect this.

Councillor Flaxman-Taylor asked whether the vacant post of Housing Growth Manager had been filled. The Strategic Director reported that the post was out to advert.

The Chief Executive Officer requested that the status of the North Quay project be amended from green to amber, as the project had been put on hold due to the pandemic and green was not a true reflection of the project status.

RESOLVED:-

That the Committee agree that all measures to be monitored during the next quarter and all key projects would continue to be monitored during the next quarter, with the aim of maintaining a green status, and where possible, attain a green status for those key projects which were currently amber.

9 ANY OTHER BUSINESS

The Chairman reported that there was no other business being of sufficient urgency to warrant consideration at the meeting.

The Chairman thanked the Corporate Services Manager and the IT Department for their hard work to ensure essential Council business could be conducted safely and effectively during the pandemic.

The Chairman wished the Committee a very Happy Christmas and a safe, healthy New Year.

10 EXCLUSION OF PUBLIC

RESOLVED:-

That under Section 100(A)(4) of the Local Government Act 1972, the public be excluded from the meeting for the following item of business on the grounds that it involved the likely disclosure of exempt information as defined in paragraph 3, of Part I of Schedule 12(A) of the said Act.

11 LOAN TO THE GREAT YARMOUTH PRESERVATION TRUST

(Confidential Minute on this Item)

12 CONFIDENTIAL MINUTES

(Confidential Minute on this Item)

The meeting ended at: 20:00

Forward Plan for Policy & Resources Committee

	URN	Matter for Decision	Report by	Pre Agenda Meeting (PAM)	Policy & Resources
1	21-010	Future High Streets Fund Technical Update process	Regeneration and Funding Manager	14/01/21	25/01/21
2	21-005	Norfolk Overarching Information Sharing Protocol	Strategic Director (PB)	14/01/21	25/01/21
3	20-155	Flexible Working Policy	Head of Organisational Development	28/01/21	08/02/21
4	20-181	Budget 2021/22	Finance Director	28/01/21	08/02/21
5	20-183	Treasury Management Strategy 2021/22	Finance Director	28/01/21	08/02/21
6	20-184	Q3 Performance Report - Policy and Resources	Senior Information and Data Protection Officer	28/01/21	08/02/21
7	20-194	St George's Trust - SLA funding paper	Head of Inward Investment	28/01/21	08/02/21
8	20-144	Acquisitions and Disposals Policy	Housing Director	28/01/21	08/02/21
9	20-188	James Paget Hospital - Infrastructure Funding	Head of Property & Asset Management	28/01/21	08/02/21
10	20-009	Revenues Write Off Report	Head of Customer Services	25/02/21	08/03/21
11	20-155	Flexi time Policy	Head of Organisational Development	25/02/21	08/03/21



URN: 21-010

Subject: Future High Streets Fund Technical Update process

Report to: Policy and Resources Committee – 25 January 2021

Report by: Simon Best, Regeneration & Funding Manager

SUBJECT MATTER / RECOMMENDATIONS

On 26 December 2020, GYBC was formally advised that it had been awarded £13,774,430 – or 69% of total Future High Streets funding sought. This report provides more detail on the current *Technical Update* process required by MHCLG before the Funding Agreement is issued and sets out proposals to realise the overall ambition in line with the value of the funding award.

Members are asked to:

- 1) Review the content of the report, noting the provisional offer of funding, conclusions set out in Section 5 and the appended confidential annex;**
- 2) Approve the update to the capital programme as detailed within the report to reflect the provisional Future High Streets funding award of £13,774,730.**

1. BACKGROUND AND CONTEXT

- 1.1 The Future High Streets Fund (FHSF) prospectus was launched in December 2018 as part of a package of measures to support local areas to prepare strategies for their high streets and town centres. The fund will provide co-funding for capital projects – until March 2024 – that bring about transformative local change; longer-term evolution and adaptation to technological changes and consumer preferences/expectations, including residential densification and digital transformation.
- 1.2 A Future High Streets Fund expression of interest for the adopted Great Yarmouth Town Centre was submitted to the Ministry of Housing, Communities & Local Government (MHCLG) on 22 March 2019.
- 1.3 On 5 July 2019, Great Yarmouth was announced as one of 51 locations invited to submit a Treasury *Green Book*-compliant full business case (FBC) as part of a competitive funding process.
- 1.4 Amion Consulting was procured to assist the Council to further develop the ambition set out in the expression of interest as a programme of distinct ‘interventions’ comprising individual projects. The full business case brought together a range of commentary, intervention logic, deliverability analyses, co-funding streams, impact assessments and tests to ensure that the headline *benefit:cost ratio* (a Government measure of the relative costs and benefits of a proposed project) met the required threshold.

- 1.5 Reports were presented to the Policy and Resources Committee in June 2020 and Council in July 2020, outlining the bid and the overall programme costs. Council approved the earmarking of £24.6m for the project within the capital programme to be funded by borrowing and the release of the funding to be supported by business cases for each of the interventions. A FHSF funding ‘ask’ was attached to each project, as summarised in the following table:

	Overall cost	FHSF ask	GYBC/Partner
Intervention 1:			
Residential densification	£12,052,455	£5,620,771	£6,431,684
Comprising a) re-purposing vacant retail space and upper floors to drive local demand in Town Centre enterprises and address the high vacancy rates, b) Conversion of 14 King Street as a Heritage Centre.			
Intervention 2:			
Enhancement of historic marketplace	£17,542,354	£11,102,762	£6,439,592
Comprising a) revitalisation of the historic covered market and event space within the historic Market Place, low carbon and digital transformation initiatives and c) relocation of the Library into the Town Centre			
Intervention 3:			
Redevelopment of The Conge	£19,675,636	£3,203,695	£16,471,941
Comprising development of a new residential quarter on this key gateway site, linking the rail station and Town Centre			
Totals	£49,270,445	£19,927,228	£29,343,217

- 1.6 The overarching business case for the interventions assumed a level of future revenue income following redevelopment, along with capital receipts to offset the revenue associated costs of the borrowing.
- 1.7 The full business case was submitted to MHCLG on 5 June 2020. On 26 December 2020, MHCLG announced that 15 locations had been awarded full funding of between £9.6m and £25m each. Great Yarmouth was one of 57 locations awarded 69% of the funding that they had sought, amounting to £13,774,430. It’s noted that some towns were unsuccessful in securing any FHSF funding.

2. FUTURE HIGH STREETS FUND TECHNICAL UPDATE PROCESS

- 2.1 The competitive phase of the process is complete. MHCLG is providing guidance and £5,000 additional funding to enable GYBC to re-engage Amion and revise the FHSF ‘ask’ to a maximum of £13,774,430.
- 2.2 MHCLG has stated that this exercise is a *Technical Update* to ensure headline *benefit:cost ratios* aren’t eroded by this revision, that there aren’t material changes to deliverability, co-funding etc. It has signalled its intent to sign funding agreements as quickly as possible and we are encouraged to come forward with proposals in January, if we are ready, with first payments technically possible in February.

- 2.3 The Officers Working Group met with Amion on 11 January to review the programme within the funding that has been allocated. In order to maintain the *benefit:cost ratio* and strategic impact, it was agreed to revisit those individual projects that a) have the lowest individual *benefit:cost ratios*, b) have less secure co-financing already in place, c) exhibit more scope to secure co-financing from other sources, and d) have fewer co-dependencies with other projects (for example, the establishment of a University Learning Centre outlined in the new Town Investment Plan is co-dependent upon the relocation of the library).
- 2.4 It was determined that the purchase of Town Centre freeholds/leaseholds and their residential conversion (under Intervention 1) and residential redevelopment of The Conge (Intervention 3) presented the lowest *benefit:cost ratios*. Furthermore, the former was considered less deliverable within the prescribed timeframes – relative to other projects – in terms of the complexity of securing the 38 freeholds/leaseholds. Redevelopment of The Conge could potentially be progressed through alternative external funds, e.g. Homes England funding.
- 2.5 On this basis, it was proposed that the scope of residential densification under Intervention 1 be refocused on the creation of 19 units within existing, underutilised Town Centre commercial property and the FHSF ‘ask’ revised to £1,665,435. It was also proposed that the scope of the residential redevelopment of The Conge for the purposes of the Future High Streets programme be refocused on 32 homes on the southern side of the site, only, with the FHSF ‘ask’ revised to £444,727.
- 2.6 A modest increase in the FHSF ‘ask’ for the library relocation project was also included, to reflect the most recent cost projections, as summarised in the following table:

	Overall cost	FHSF ask	Co-financing	FHSF change
Intervention 1:				
Residential densification	£5,224,056	£2,010,800	£3,213,256	–£3,609,971
Comprising a) selective re-purposing of underutilised Town Centre commercial property to drive local demand in Town Centre enterprises and address the high vacancy rates, b) Conversion of 14 King Street as a Heritage Centre				
Intervention 2:				
Enhancement of historic marketplace	£17,542,354	£11,318,903	£6,223,451	+£216,141
Comprising a) revitalisation of the historic covered market and event space within the historic Market Place, low carbon and digital transformation initiatives and c) relocation of the Library into the Town Centre				
Intervention 3:				
Redevelopment of The Conge	£5,277,891	£444,727	£4,833,164	–£2,758,968
Comprising development of the first phase of a new residential quarter on the south side of this key gateway site, linking the rail station and Town Centre				
Totals	£28,044,301	£13,774,430	£14,269,871	–£6,152,798

2.7 This structure would a) enable drawdown of the maximum FHSF funding award of £13,774,430, b) maintain the headline *benefit:cost ratio* requirement, and c) focus on those projects that could be delivered at pace with the minimum co-dependencies.

3. FINANCIAL IMPLICATIONS

3.1 The report to Council in July 2020 approved the earmarking of £24.6 million for the overall programme to be funded from borrowing. The overarching business case assumes a mix of future revenue income from properties, along with capital receipts from asset disposals to offset the revenue impact of the associated borrowing costs to the revenue account.

3.2 The proposals outlined in Paragraph 2.6 revise Future High Streets funding from £19,927,228 to £13,774,430, in line with the funding award value. Alternative co-financing for the wider residential redevelopment of The Conge would need to be sought, separately, through funders such as Homes England. As part of the revisions to the overall programme, the total project costs have reduced to £28,044,301.

3.3 After allowing for partner co-funding (which remains at the previous level) this report is seeking approval for a revision to the capital programme to reflect the the revised Future High Street funding offer of £13,774,430, which will then require GYBC capital funding of £8,119,972. This is after allowing for the approved capital scheme for the market place re-development, which is included in the current capital programme.

4. RISK IMPLICATIONS

4.1 The proposals outlined in Paragraph 2.6 focus on those projects that have a higher *benefit:cost ratio* and are more ‘deliverable’. Delivery risks are, therefore, considered to be lower.

5. CONCLUSIONS

5.1 On 26 December 2020, GYBC was formally advised that it had been awarded £13,774,430 – or 69% of total Future High Streets funding sought. This report provides more detail on the current *Technical Update* process required by MHCLG before the Funding Agreement is issued and sets out proposals (in Paragraph 2.6) to realise the overall ambition in line with the value of the funding award.

6. BACKGROUND PAPERS

- Confidential Annex: Future High Streets Fund (FHSF) Technical Update process

Area for consideration	Comment
Monitoring Officer Consultation:	As part of the ELT process
Section 151 Officer Consultation:	As part of the ELT process
Existing Council Policies:	The Great Yarmouth Town Centre Regeneration Framework and Masterplan (2017)
Financial Implications:	As outlined in the Report

Legal Implications (including human rights):	None
Risk Implications:	As identified in report
Equality Issues/EQIA:	None
Crime & Disorder:	None
Every Child Matters:	Not applicable



URN: 21-005
Subject: Norfolk Overarching Information Sharing Protocol
Report to: Policy & Resources Committee
Report by: Senior Performance & Data Protection Officer

SUBJECT MATTER

This report is written to introduce the Norfolk Overarching Information Sharing Protocol, which has been produced by Norfolk County Council. This Protocol is designed to enable the safe and secure sharing of data between signatories in compliance with the UK General Data Protection Regulations and the Data Protection Act 2018.

RECOMMENDATION

That Committee be advised that the Council will become a signatory to the Norfolk Overarching Information Sharing Protocol.

1. Introduction

Data Protection Officers from all Norfolk District Councils along with the County Council have come together to form the Norfolk Data Governance Group, this group meet monthly with the following terms of reference:

- Ensure that throughout the COVID-19 crisis, data being shared between Norfolk authorities is managed in line with the UK General Data Protection Regulations and the Data Protection Act 2018
- Explore the ability to share local authority data when appropriate and lawful to do so
- Assess the opportunities for ongoing data sharing between Local Authorities and Voluntary Sector Organisations after the COVID-19 crisis, and management of appropriate exit strategies.
- To provide Data Protection guidance to enable decision making on use and sharing of personal information, including:
 - establishing and reviewing Information Sharing Agreements (ISA)
 - supporting Data Protection Impact Assessments (DPIA) to enable information to be shared.
- Offer peer support to each other in terms of problem solving, sharing best practice, and awareness of local practices
- Ensure adherence to the Government Digital Service Memorandum of Understanding (MOU)

As part of the work of this group Norfolk County Council's Data Protection Officer has suggested that the District Councils sign up to the Norfolk Overarching Information Sharing Protocol, as this provide a mechanism to safely and legally shared data between trusted partner organisations.

2. Work to Date

In order to ensure data sharing is conducted in a lawful, proportionate, controlled and necessary manor Norfolk County Council have drafted the attached Norfolk Overarching Information Sharing Protocol, this protocol sets out the principles that the signatories agree to when sharing data with each other.

The Protocol covers obligations of the Data sharer and receiver, Data Accuracy, Data Security and Data Retention. In addition, responsibilities for Freedom of Information Requests, Subject Access Requests, Complaints and Employee conduct are also set out.

Signing up to this Protocol ensures that the above protections are applied to all data sharing agreements between the signatories.

Signatories to this Protocol are then required to complete the Information (Data) Sharing Agreement shown at Appendix 2 before any data sharing can commence.

These Data Sharing Agreements are based on the principles laid out in the Protocol, but are specific to each instance of data sharing and provide the detail regarding the purpose of sharing data, the scope of data to be shared, legal gateways, lawful processing grounds and process for sharing.

It is important to note that signing up to the Protocol does not provide unrestricted access to each of the signatories' data but rather sets out the boundaries for safe and secure data sharing.

3. Next Steps

The Protocol has been thoroughly reviewed by the Executive Leadership Team (ELT) and the Data Protection Officer and has found to be compliant with all the requirements of the Councils Data Protection Policy.

ELT have decided that it would be in the Council's interest to become a signatory to the Protocol.

The Strategic Director will now sign the Protocol and return the signed copy to Norfolk County Council's Data Protection Officer, while also providing a copy to Great Yarmouth Borough Council's Data Protection Officer.

Great Yarmouth Data Protection Officer will then monitor the Protocol and work with any of the other signatories to agree and sign off Information (Data) Sharing Agreement(s), that are based on this Protocol, whenever there is a new requirement or opportunity to share data.

4. Financial Implications

None

5. Risk Implications

None

6. Legal Implications

None

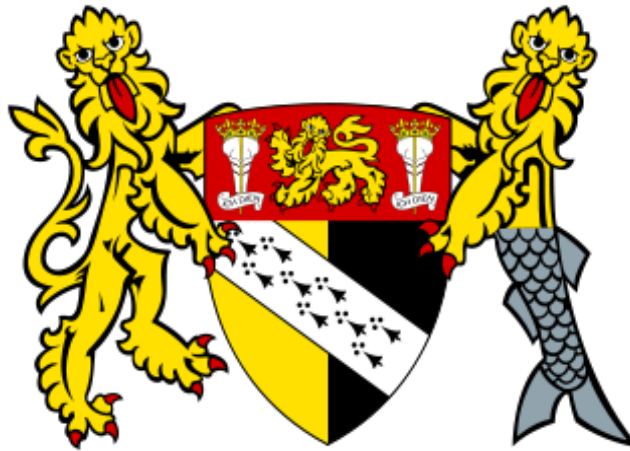
7. Conclusion

Signing up to the Protocol will enable the safe and secure sharing of data with trusted partners and will aid the combined response to the current pandemic as well as providing future opportunities that will benefit the residents of the Borough.

8. Background Papers

Areas of consideration: e.g. does this report raise any of the following issues and if so how have these been considered/mitigated against?

Area for consideration	Comment
Monitoring Officer Consultation:	Completed
Section 151 Officer Consultation:	N/A
Existing Council Policies:	Data Protection Policy
Financial Implications (including VAT and tax):	None
Legal Implications (including human rights):	Ensure compliance with UK General Data Protection Regulations and the Data Protection Act 2018
Risk Implications:	None
Equality Issues/EQIA assessment:	None
Crime & Disorder:	None
Every Child Matters:	None



NORFOLK
OVERARCHING INFORMATION
SHARING PROTOCOL

Introduction

1. This document is the Norfolk Overarching Information Sharing Protocol (the Protocol). Its purpose is to ensure that the sharing of personal information between parties for a range of purposes including the provision of services is lawful, proportionate and necessary.
2. Laws relating to data handling, including but not limited to the General Data Protection Regulation (GDPR) Data Protection Act 2018 (the DPA), the Freedom of Information Act 2000 (the FOIA) and the Human Rights Act 1998, are available to view online at www.legislation.gov.uk in detail. The aim of this Protocol is to summarise the obligations and provide practical advice on compliance.

Aims and Objectives

3. The aim of this Protocol is to remove any potential barriers to and uncertainty regarding the sharing of personal information at both operational and managerial levels by ensuring requirements and ethical standards are satisfied. But for sake of clarity, this Protocol does not give licence to unrestricted access to the personal information held by the parties to the Protocol but sets out the boundaries for safe and secure sharing.
4. These aims include:
 - To guide the Parties on how to share personal information lawfully
 - To establish the principles for information sharing
 - To increase awareness and understanding of the key issues
 - To emphasise the need to develop and use Information Sharing Agreements (ISAs) in accordance with this Protocol
 - To encourage flows of data and support processes which will monitor and review data sharing
5. The principles for the sharing of personal information between the Parties are set out in this Protocol. The objectives are also incorporated into the template ISA which is attached at Appendix A to this Protocol. The template ISA should be used whenever relevant Parties engage in specific agreed data sharing activities.
6. By signing this Protocol, the Parties agree to:
 - comply with the terms and conditions of this Protocol;
 - comply with all relevant legislation;
 - apply the Information Commissioner's Data Sharing Code of Practice;
 - apply NHS and social care confidentiality standards where required by law (including those recommended by the Caldicott reports and the Department of Health 'Striking the Balance' guidance) and strive to adopt them as good practice where not required by law;
 - enter into local ISAs using the ISA template; and
 - train staff in information sharing and publish/update guidelines on intranet sites and/or other appropriate formats.

Data covered by this Protocol

7. This Protocol applies to personal information as described below held manually or electronically, in audio, e.g. telephone recordings or visual formats.
8. Personal information is 'personal data' as defined by the GDPR i.e. *"any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person"*.

Terms and Conditions

9. The Parties agree to comply with the terms and conditions of this Protocol.
10. The Parties must only share personal information if:
 - 10.1 there is consent from the data subject or one of the other conditions set out in Article 6 of the GDPR (for ordinary personal data), Article 9 of the GDPR (for special categories of data) and Schedule 1 Parts 1, 2 and 3 of the DPA for personal information relating to criminal convictions/offences is met and
 - 10.2 this is reflected in the Parties' privacy notices or
 - 10.3 there is a relevant legal exemption under the DPA enabling the sharing of information
11. The Parties must be responsible for maintaining the accuracy of the data. The Party sharing the information must therefore ensure that the data is accurate and up to date before the data is disclosed. If any party becomes aware of any inaccuracies in shared data, they should inform the other party immediately for the data to be corrected or recalled.
12. The information shared by the Parties must be retained for only as long as is necessary and in accordance with its internal retention policies. The information must then be destroyed in a secure and confidential manner and the parties will notify each other when this is done.
13. The Parties must ensure appropriate security levels for personal information and handle the information accordingly. The information will be transferred securely between parties by whatever method chosen. The Parties will mark information according to whichever classification scheme it falls under and keep it securely (e.g. in a locked cabinet or secure shared areas)
14. The Parties must adopt good internal data management practice in respect of specific information sharing arrangements. The ISA for these arrangements will include the following expectations of the Parties to the ISA:

Subject Access Requests

- 14.1 The Parties will provide access to individual's personal information under Article 15 and the DPA in accordance with the subject access request procedures of the Parties and specifically the Party to whom a request has been made.

FOIA requests

- 14.2 The Parties acknowledge that their dealings may become the subject of FOIA requests and recognise that the legal time limit for providing information is 20 working days. The Parties will work together in dealing with any requests they receive by notifying the other Parties as soon as they receive a request and providing all necessary assistance, cooperation and information to handle the request. Where the Party receiving the request is not the party that should respond, they shall not respond directly to the request unless authorised to do so.

Breaches of confidentiality/security

- 14.3 The relevant Parties must report all breaches of confidentiality/information security to the information governance leads of the Parties.
- 14.4 Examples of breaches include:
- Unauthorised disclosure of personal information
 - Inadequate security arrangements and/or the inappropriate use of such arrangements
 - Data loss
- 14.5 Each breach must be investigated in line with the relevant Party's incident/data breach management policy/procedure.
- 14.6 The breaching Party must inform the information governance leads of the other relevant Parties of the progress of the investigation and the outcome.

Complaints

- 14.7 All complaints and the nature of the complaint must be reported to the appropriate representative of the relevant Parties. The Party receiving the complaint should deal with it in accordance with its complaints policy/procedure. The Party subject to a complaint will inform other relevant Parties of the progress of the investigation and the outcome of the complaint.
- 14.8 In respect of a complaint to more than one Party, the relevant Parties must agree a joint process for handling the complaints including arrangements and timescales.
- 15.** Where appropriate, the Parties must ensure that their staff observe the relevant statutory and professional codes of conduct
- 16.** The Parties must ensure that only staff who need to have access to the information will have access to it.
- 17.** All staff of the Parties who have access to the personal information must maintain the security and confidentiality of the information and these obligations should be incorporated into their contracts of employment, so that any breach would have disciplinary consequences.
- 18.** All staff employed by the Parties with access to the information must:
- uphold the general principles of confidentiality,
 - follow this Protocol and seek advice when necessary;

- share information in accordance with the relevant ISA;
- take responsibility for safekeeping any information they handle;
- know how to handle information safely and securely including requesting proof of identity or taking steps to validate the authorisation of another before disclosing any information;
- understand that any breach of privacy or confidentiality is unlawful and a disciplinary matter that could lead to their dismissal and, in certain cases, criminal proceedings.

- 19.** The Parties must enter into formal ISAs for specific information sharing arrangement setting out the terms of the arrangements in accordance with Appendix A of this Protocol
- 20.** No sharing of personal information should go ahead without an ISA in place, unless there are exceptional circumstances that prevent this and the requirements of the ISA are met.
- 21.** The Parties agree that a record and copies of ISAs should be maintained by the Norfolk Information Governance Peer Group (NIGPG) where the Parties to the ISA agree to this.

Legal Status

- 22.** This Protocol is not intended to be legally binding between the parties.

Review Arrangements

- 23.** The NIGPG shall maintain a channel of liaison with Norfolk wide personal information sharing initiatives and any NHS and local authority national initiatives.
- 24.** The Parties may request an extraordinary review of the Protocol at any time where a joint discussion or decision is necessary to address local service developments.
- 25.** No variation, waiver or modification of any of the terms of this Protocol shall be valid unless in writing and signed by or on behalf of the authorised representatives of the Parties

Signatories to and data of the Agreement

- 26.** The Parties may enter in to this Protocol by signing the Protocol below at paragraph 27 or by email with electronic signature from the signatory to the Protocol to the Chair of the Norfolk Information Governance Peer Group stating:
- The title and version number and date of this Protocol
 - The appointment held by the signatory
 - Their address (postal and email) and telephone numbers
 - They are duly authorised to enter into this Protocol on behalf of their organisation
 - The organisation agrees to implement the terms of this Protocol
 - The date that compliance with the Protocol will commence
- 27.** The undersigned agree to implement the terms of this Protocol and each person signing this Protocol represents and warrants that he or she is duly authorised to sign and deliver this Protocol:

Party/ Organisation	Name of signatory (Caldicott guardian* if social care information)	Signature	Date

28. The Protocol is dated 24th January 2019

Appendix A

Template Information Sharing Agreement

1.	Introduction												
	<p>1.1 This Information Sharing Agreement (ISA) facilitates the lawful, safe and secure sharing of information in accordance with the General Data Protection Regulation (GDPR), Data Protection Act 2018 (the DPA), the Freedom of Information Act 2000 (the FOIA) and the Human Rights Act 1998 . For the purposes of this Agreement, <i>[name the party]</i> shall own the data and act as Data Controller(s).</p> <p>1.2 The parties to this ISA are the parties set out in paragraph 2 below (the Parties)</p> <p>1.3 This ISA sets out the roles and responsibilities of the Parties in relation to the information that is to be shared.</p>												
2.	Parties to the Agreement												
	<table border="1"><thead><tr><th data-bbox="193 1037 248 1133"></th><th data-bbox="248 1037 571 1133">Organisation</th><th data-bbox="571 1037 914 1133">Address</th><th data-bbox="914 1037 1262 1133">Contact Name and Details</th></tr></thead><tbody><tr><td data-bbox="193 1133 248 1491"></td><td data-bbox="248 1133 571 1491">Norfolk County Council</td><td data-bbox="571 1133 914 1491">County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DH</td><td data-bbox="914 1133 1262 1491">(The Discloser/Recipient) <i>[They might be both i.e. both parties are imparting data]</i></td></tr><tr><td data-bbox="193 1491 248 1592"></td><td data-bbox="248 1491 571 1592"></td><td data-bbox="571 1491 914 1592"></td><td data-bbox="914 1491 1262 1592">(The Discloser/Recipient)</td></tr></tbody></table>		Organisation	Address	Contact Name and Details		Norfolk County Council	County Hall, Martineau Lane, Norwich, Norfolk, NR1 2DH	(The Discloser/Recipient) <i>[They might be both i.e. both parties are imparting data]</i>				(The Discloser/Recipient)
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			(The Discloser/Recipient)										
3	Purpose of the Agreement												
	<p>3.1 The ISA is necessary to:</p> <p><i>[List – examples are set out below:</i></p> <ul style="list-style-type: none"><i>improve the life circumstances and outcomes of children, young people and their family members;</i><i>reduce the number of children and young people whose life circumstances and experiences make them at risk of harm;</i><i>reduce anti-social behaviour and crime.</i>												

	<ul style="list-style-type: none"> • <i>increase school attendance</i> <p>3.2 The risk(s) of not sharing this information is/are:</p> <p><i>[List - examples are set out below:]</i></p> <ul style="list-style-type: none"> • <i>Failure to detect or prevent a crime;</i> • <i>Failure to provide adequate health, education or social work services with the consequences of this for individuals</i>
4.	Agreement
	<p>4.1 The Parties agree to the terms of this ISA.</p> <p>4.2 This ISA incorporates the terms of the Norfolk Information Sharing Protocol dated [] (the Protocol) including the arrangements for subject access requests, freedom of information requests, complaints and data breaches.</p> <p>4.3 For the sake of clarity, if the ISA and the Protocol are not compatible or contradict each other in any way, this ISA will take precedence over the Protocol.</p>
5.	Information to be shared
	<p>5.1 The personal data to be shared by the Discloser to the Recipient will be as follows</p> <ul style="list-style-type: none"> • <i>[List personal data items to be shared, e.g. name, dob, service details, etc]</i> <p>5.2 The personal data will include special categories of personal data as follows:</p> <ul style="list-style-type: none"> • <i>[List]</i> <p>5.3 The personal data will include criminal convictions personal data as follows:</p> <ul style="list-style-type: none"> • <i>[List]</i> <p>5.4 The personal data listed at paragraphs 5.1, 5.2 and 5.3 above will be referred to as “the Information.”</p>
6.	Lawful basis for sharing
	<p>6.1 The sharing of the Information meets one of the conditions for processing under the GDPR and DPA as follows:</p> <p>6.1.1 For ordinary personal data the relevant lawful processing condition under Article 6 of the GDPR is: <i>[set out the condition]</i></p> <p><i>If Art 6 (1) (e) is being used - i.e. necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller – set out the relevant statutory functions of the parties below</i></p>

	Party	Statutory Function
6.1.1		
6.1.2		

6.1.2 For special category data the relevant lawful processing condition under Article 9 of the GDPR is: *[set out the condition]*

If Article 9(1) (g) GDPR and s10 and Sched 1 and part 2 DPA is being used –i.e. necessary for exercise of a function conferred by an enactment or rule of law and necessary for reasons of substantial public interest set out the relevant statutory functions of the parties below or refer to the functions above

6.1.3 For criminal convictions data set out one or more conditions under Schedule 1 Part 3 of the DPA.

If paragraph 36 is being used –i.e. necessary for exercise of a function conferred by an enactment or rule of law and necessary for reasons of substantial public interest set out the relevant statutory functions of the parties below or refer to the functions above

6.2 The Information will be relevant to the stated purpose(s) of this agreement and the minimum necessary to achieve the purpose(s).

6.3 In all other respects the Discloser has concluded that the sharing of the Information is fair and lawful. In assessing this, the Discloser has considered the GDPR, the DPA, the common law duty of confidentiality and the Human Rights Act 1998. *[NB The Discloser must set out these considerations in writing in a separate internal note to show a documented trail of decision-making if challenged]*

7 Process for sharing

7.1 The Information will be shared in accordance with the following process: *[set out the how the sharing will take place if necessary]*

8. Information security

8.1 Each Party must ensure that they have appropriate security arrangements in place and take all reasonable steps to adequately protect the Information from both a technological and physical point of view

8.2 The Information will be transferred securely by the *[Discloser to the Recipient by way of [e.g. post, fax, e-mail, electronic transfer, etc]* including taking measures where necessary to ensure that only the intended recipient can view it, either through personal signing for post or encryption technology

8.3 The Recipient *will* mark the Information according to whichever classification scheme it falls under and as confidential and keep it securely in [e.g. *locked cabinets, secure shared areas, etc*]

8.4 [*Restrictions on making of copies of the Information*]

8.5 The Information or any part of it will not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data. Should any Party(ies) wish to transfer information to a country outside the EEA they must liaise with their Data Protection Officer/Information Compliance Manager who will consult with the other Party(ies) prior to the release of any information provided by those Party(ies). In order to facilitate this, information should be clearly labelled to identify the source Party

9. Access to personal information

9.1 The Recipient will ensure that only the following staff will have access to the Information:

[*List of roles that will have access to the shared information and include levels of access .*]

9.2 Each Party will ensure that all individuals likely to come in contact with the Information are trained in the terms of this ISA and their obligations under the GDPR and DPA

10. Information accuracy, use, retention and deletion

10.1 The accuracy of the Information will be the responsibility of the Discloser. The Discloser will therefore ensure that the Information is accurate and up to date before the data is disclosed. If the Discloser becomes aware of any inaccuracies in the Information, it should inform the other Party or Parties immediately in order for the data to be corrected or recalled.

10.2 The Recipient must only use the Information for the purposes set out in the Agreement at paragraph 3.1 above.

10.3 The Recipient must not share the Information with any third party without the written consent of the Discloser and subject to entering into an Information Sharing Agreement the terms of which must be approved by the Discloser.

10.4 The Information will be retained by the Recipient for [*set of the timescales that this information will be required for OR in accordance with retention schedules*]. The information will then be destroyed by the Recipient in a secure and confidential manner and the Recipient will notify the Discloser that this has been done.

11.	FOIA Requests/Breaches/Complaints/Subject Access Requests
	<p>11.1 For the sake of clarity this Agreement incorporates paragraph 9 of the Protocol in relation to:</p> <ul style="list-style-type: none"> • Subject access requests • FOIA requests • Data breaches • Complaints
12.	Status
	<p>12.1 The Parties acknowledge that to the extent it shares with or receives Information from other Parties and either does not adhere to the terms of this ISA and the Act in the way it shares, receives or subsequently processes such personal data then the other Parties may incur liability</p> <p><i>[It is assumed that the ISA will not be legally binding but, in the exceptional cases where the parties agree that the ISA will be binding (because, for example, because of the sensitivity of the information and/or the amount of information to be shared), the following clauses may be used:</i></p> <ul style="list-style-type: none"> • <i>This ISA is intended to be legally binding between the Parties</i> • <i>To the extent any Party (“the Indemnified Party”) incurs legal liability to a third party because a Party (“the Indemnifying Party”) has not complied with the terms of this ISA, the GDPR or the DPA, the Indemnifying Party will indemnify the Indemnified Party or Parties to the extent of the loss incurred, subject to all reasonable steps having been undertaken to mitigate that loss</i> <p><i>N.B. To create a legally binding agreement, it must be either by deed or there has to be consideration, usually derived from the reciprocal obligations of the parties. It is arguable either way whether there is sufficient consideration in this type of agreement, so if the Parties want to be sure, this ISA could be made into a deed.]</i></p>
13.	Review/termination of the agreement
	<p>13.1 This ISA will be reviewed by the Parties on</p> <p>13.2 This ISA will end on or by notice in writing by one party to the other</p> <p>13.3 A Party may suspend these arrangements in writing with immediate effect, in order to investigate and resolve any serious breach of this ISA</p> <p>13.4 The obligations of confidentiality imposed on the Parties by this ISA shall continue in full force and effect after the expiry or termination of this ISA</p> <p>13.5 <i>[Describe what happens to the information etc. on termination i.e. how it will be destroyed]</i></p>

14 Information Governance Leads

14.1 The Information Governance Leads for the parties will be the governance leads assigned by each Party to have oversight of the Protocol.

15. Signatories to Agreement and Date

15.1 The undersigned agree to implement the terms of this ISA and each person signing this ISA represents and warrants that he or she is duly authorised to sign and deliver this ISA:

Party	Name of signatory	Post	Signature

15.2: This ISA is dated: