



Foreign, Commonwealth
& Development Office

Data Sharing Agreement

This Agreement is made between

The Foreign, Commonwealth and Development Office (FCDO)

And

[THE PARTNER]

Together 'the Parties'

1. Purpose of this data sharing agreement:

The purpose of this agreement is to address the sharing of Personal Data between the Parties. It sets out the categories of Personal Data that will be shared and the purposes for sharing. It also documents the responsibilities of the Parties regarding the processing of Personal Data shared under this agreement and the way Data Protection compliance will be ensured in practice.

2. Definitions:

Unless otherwise stated, the words and expressions listed below shall have the following meanings:

GDPR: The UK General Data Protection Regulation, being the retained version of Regulation (EU) 2016/679 as it forms part of the law of the United Kingdom, 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).

LED: Law Enforcement Directive (*Directive (EU) 2016/680*) as translated into English law.

DPA 2018: Data Protection Act 2018.

Data Protection Legislation: (i) the GDPR, the LED and any applicable national implementing Law as amended from time to time (ii) the DPA 2018 as amended from time to time (iii) all applicable Law about the processing of personal data and privacy as amended from time to time.

Controller, Processor, Processing, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer, Data Protection Impact Assessment: take the meaning given in the GDPR or, in respect of processing of personal data for a law enforcement purpose to which Part 3 of the DPA 2018 applies (the LED), the meaning in that part if different.

Data Protection Principles: means the principles set out in Article 5 of the GDPR.

Data Subject Rights: means those rights set out in Chapter III of the GDPR.

Subject Access Request: means the rights of data subjects set out in Article 15 of the GDPR.

Law: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, , regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Parties are bound to comply.

Personnel: means all directors, officers, employees, agents, consultants and contractors engaged in the Processing of Personal Data.

PMCS D: means Parliamentary Ministerial and Central Services Directorate which handles Subject Access Requests for the FCDO.

DPO: Data Protection Officer.

DPIA: Data Protection Impact Assessment.

Protective Measures: means appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be

restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures.

3. Relationship:

- a) For this Partnership, it is agreed that the relationship between the FCDO and [THE PARTNER] shall be controller to controller.
- b) The FCDO will discuss with an individual (such as a next of kin, relative or close partner, or in some cases additional family) of an affected person (missing person) the additional support services that are available from [THE PARTNER].
- c) FCDO will obtain consent from an individual to make a referral to [THE PARTNER] and record confirmation of consent on the FCDO case file.
- d) [THE PARTNER] will then make contact with the individual to discuss the services that can be provided in more detail.
- e) The individual can then make an informed decision as to whether they would like to receive support services from [THE PARTNER].
- f) Following an individual agreeing to [THE PARTNER'S] services, in some cases, FCDO and [THE PARTNER] will continue to collaborate following the referral to ensure the individual or family receive co-ordinated and joint up support from both parties.

4. What personal data will be shared:

- a) The personal data to be shared initially from FCDO to [THE PARTNER] will include the name and contact details of the individual seeking support, and a brief description of the details surrounding the case. This may also include personal data related to the affected person.
- b) In cases where FCDO and [THE PARTNER] continue to provide joint up support following a referral, the parties will share personal data related to the individual/family and affected person. Personal data being shared will be considered on a case-by-case basis and may include special category and criminal offence data.
- c) In such cases, the individual/family will be informed that their personal data will be shared between the parties. This will give individuals the opportunity to object to continued sharing of their personal data.
- d) Personal data shared will be subject to handling measures in line with the UK GDPR and the Data Protection Act 2018.

5. The purpose of the sharing:

Personal Data is being shared between the parties for the following purpose:

- a) FCDO to share Personal Data with [THE PARTNER] to enable [THE PARTNER] to provide essential emotional and practical support to [PARTNERSHIP PURPOSE].
- b) [THE PARTNER] to share data with FCDO to enable the joint discussion of cases for the purpose of co-ordination of services to provide the best support to the individual/family and affected person.

6. Lawful basis for the data sharing:

The lawful bases for the sharing of this data are;

- a) Article 6(1)(a) GDPR that the data subject has given consent to the processing of his or her personal data for one or more specific purposes.
- b) In exceptional circumstances, the following lawful basis may also apply. Article 6(1)(d) GDPR that the processing is necessary in order to protect the vital interests of the data subject or of another natural person.
- c) Article 6(1)(e) GDPR that the sharing is necessary for the purposes of the performance by the FCDO of its functions as a government department.
- d) Article 6(1)(f) that the processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

7. Special category data being shared:

Special category data being shared will be reviewed on a case-by-case basis and in line with addition measures outlined in paragraph 4 d).

8. Additional conditions for the processing of special category data:

The additional condition(s) that is met to justify the sharing of personal data under this Agreement is that:

- a) The data subject has 'Explicitly Consented' to the sharing of their personal data for the above purposes in accordance with Article 9(2)(a) of the GDPR.
- b) The processing is necessary to protect the 'Vital Interests' of the data subject or of another natural person where the Data Subject is physically or legally incapable of giving consent in accordance with Article 9(2)(c) of the GDPR.
- c) The processing is necessary to protect the public in accordance with Para 11 Schedule 1 of DPA 18.
- d) The processing is necessary for the safeguarding of children or individuals at risk in accordance with Para 18 Schedule 1 of DPA 18.

9. Criminal data

Details of criminal offences or alleged offences including details of an arrest may be shared in addition to the personal data described above. Article 10 of Schedule 1 of the DPA 2018 sets out specific conditions for processing this data.

10. Appropriate policy document:

The Parties confirm that in so far as they are sharing special category or criminal data they have an appropriate policy document in place in accordance with paragraph 5 of Part 2 of Schedule 1 and paragraphs 38-40 of Part 4 of Schedule 1 of the Data Protection Act 2018.

11. Compliance with the Data Protection Legislation:

The Parties agree that Personal Data shared under this Agreement shall be processed in accordance with the Data Protection Legislation.

12. Compliance with the Data Protection Principles:

Save to the extent that an exemption applies to limit or exclude any of them, compliance with the Data Protection Legislation shall include (but is not limited to) compliance with the Data Protection Principles as described in Article 5 of the GDPR.

Personal Data shall therefore be –

- a) processed lawfully, fairly and in a transparent manner ('lawfulness, fairness and transparency');
- b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes ('purpose limitation');
- c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation');
- d) accurate and, where necessary, kept up to date and that every reasonable step is taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy');
- e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed ('storage limitation');
- f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality').

13. Protective Measures and Personal Data Breaches:

- a) The Parties shall ensure that they have Protective Measures in place that are appropriate to protect against a Personal Data Breach, taking account of

- i. the nature of the data to be protected
 - ii. the harm that might result from a Personal Data Breach
 - iii. the state of technological development and
 - iv. the cost of implementing any such measures.
- b) Each Party shall notify the other, via the designated Relationship Manager from FCDO and [THE PARTNER], in the event of a Data Protection Breach in respect of Personal Data shared under this Agreement.
- c) The Parties agree that where appropriate, they will work together regarding the handling of such a breach.

14. Data Subject Rights:

The Parties will comply in full with the rights of Data Subjects in Chapter III of the GDPR.

- a) Save where they are limited or excluded by an exemption these include the right to-
- i. Right to be informed - Individuals have the right to be informed about the collection and use of their personal data. This is a key transparency requirement under the UK GDPR.
 - ii. Access - the right of the Data Subject to request access to information about how their Personal Data is processed and to request a copy of that personal data.
 - iii. Rectification - the right of the Data Subject to request that any inaccuracies in their Personal Data are rectified without delay. Request that any incomplete personal data is completed, including by means of a supplementary statement.
 - iv. Erasure - the right of the Data Subject to request that their Personal Data is erased where one of the statutory grounds applies.
 - v. Restrict processing - the right of the Data Subject to request that the processing of their Personal Data is restricted in certain circumstances (for example, where accuracy is contested.)
 - vi. Data portability – the right of the Data Subject to obtain Personal Data and reuse their Personal Data for their own purposes across different services in certain circumstances.
- b) In this regard, each Party shall notify the other if it receives a Subject Access Request, relating to Data Protection shared under this Agreement and shall consult each other on their response. They shall also notify each other via in the event that a Data Subject exercises any of the other rights described above as well as any instance of the Data Subject withdrawing their Consent for processing. Notification will be via and between the designated Relationship Managers provided by the FCDO and [THE PARTNER] respectively.

15. Data Protection Impact Assessments (DPIA):

The Parties are aware of the need to and (where appropriate) have undertaken a DPIA prior to entering into this Agreement. Where a DPIA was undertaken it took account of the necessity and proportionality of the data sharing, the risks to the rights

and freedoms of Data Subjects the measures in place to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data shared under this Agreement.

16. Data Protection Audits:

Where it is necessary and proportionate, the Parties will, at appropriate intervals, undertake data protection audits to ensure that they have appropriate processes and procedures in place to ensure compliance with Data Protection Legislation. The Parties will assist each other where necessary with the conduct of such audits.

17. Integrity and training of Personnel:

The Parties will ensure that they take all reasonable steps to ensure the reliability and integrity of its Personnel who have access to Personal Data, that they are aware of their obligations under the Data Protection Legislation and in particular that they have had appropriate training on the handling of Personal Data.

18. International Transfers of Data:

The Parties are aware of the prohibition in Article 44 of the GDPR against the transfer of Personal Data shared under this Agreement to 'third countries' (as described in that Article) unless certain conditions are met. In the event that either is in any doubt about the legality of an international transfer of data, it shall consult the other as appropriate.

19. External Transfers of Data:

The parties will ensure that all GDPR and DPA 2018 requirements are met should there be the need for any onward sharing of personal data following data sharing under this agreement. [THE PARTNER] accepts full responsibility for any onward sharing of data with other parties. FCDO will not accept any responsibility for any data shared by [THE PARTNER] to other parties; and vice versa

20. Additional notification requirements:

The Parties shall notify the other without delay in the event that it –

- a) Receives any communication from the Information Commissioner or any other regulatory authority;
- b) Receives a request from any third party for disclosure of Personal Data shared under this Agreement where compliance with such request is required or purported to be required by Law;
- c) Receives a letter before action or other communication indicating an intention to commence legal proceedings in respect of Personal Data shared under this Agreement.

21. Complaints/legal action:

The Parties shall work together regarding the response to any complaint, communication or request from the Information Commissioner or other regulatory authority or any threatened litigation by a third party.

22. Classification of the data:

The highest classification of the data shared will be OFFICIAL; the vast majority of data will be UNCLASSIFIED.

23. Transmission of the data:

Data will be transmitted securely through electronic channels, using TLS 1.2(+) software on mail servers. FCDO will share referral information via email to Brake's CJSM account (Criminal Justice Secure Management)

24. Privacy Notices:

The Parties' Privacy Notices shall reflect the data sharing activities established under this Agreement.

25. Record keeping:

The Parties shall maintain complete and accurate records to demonstrate their compliance with the Data Protection Legislation.

26. Retention and Deletion of Personal Data:

In accordance with the principle of data minimisation, the Parties shall adhere to their retention policies regarding the retention and deletion of Personal Data shared under this Agreement.

27. Dispute resolution:

If either the Parties has any issues, concerns or complaints about this Agreement, it shall notify the other and they shall, acting in good faith, seek to resolve the issue by negotiations between themselves.

28. Variation:

This policy document may only be varied by written agreement between the Parties.

29. Data Review:

Data sharing will be reviewed every 6 months; and as necessary when a change in circumstances or in the rationale for the data sharing arises. The data sharing agreement will be reviewed and updated accordingly to reflect any changes. If there is a significant complaint, or a security breach, this will also trigger a review of the arrangement.

30. Data Protection Officers (DPO):

The contact details of the FCDO DPO are:

Data Protection Officer
Foreign, Commonwealth and Development Office
King Charles Street
London
SW1A 2AH
Email: data.protection@fcdo.gov.uk

The contact details of [THE PARTNER] are:

Email:
Tel:

31. SIGNATURES:

- a) The signatories agree that the procedures laid down in this Agreement provide an acceptable framework for the sharing of information between themselves, and that it is in a manner compliant with their statutory and professional responsibilities.
- b) By signing this agreement, the signatories undertake to accept responsibility for implementation of the terms of this Agreement within their own organisations.
- c) Signatories must also ensure that they comply with all relevant legislation.

Signed for on behalf of The Foreign,
Commonwealth and Development Office

Name:

Job:

Date:

Signed for on behalf of [THE
PARTNER]

Name:

Job:

Date: