

# MAISP Tier 2 - Agreement for data sharing for social care related activity undertaken within Surrey

## INTRODUCTION

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## 2. DATA PROCESSING AND IMPACT ASSESSMENTS (DPIA)

A single DPIA has not been carried out that covers all of the processing under this agreement. Individual DPIAs have been carried out for various processing and data sharing under this agreement, and there are Tier 3 protocols for specific activities. These DPIAs detail the safeguards to be implemented to ensure that the sharing of data is fair and lawful.

## 3. LEGAL BASIS

Each signatory agency to this Protocol undertakes to co-operate fully with each-other within the parameters of the following legislative instruments:

- Data Protection Act 2018
- UK General Data Protection Regulation (UK GDPR)
- Human Rights Act 1998
- Common Law Duty of Confidentiality

### Legal basis for processing

Each signatory agency shall ensure that it processes shared personal data fairly and lawfully and on the basis of one of the following six legal grounds:

Consent	Vital interests
Contract	Public task
Legal Obligation	Legitimate interests

For multi-agency working for the purposes of social care, the lawful bases which are likely to be the most relevant are public task and legal obligation, as organisations have statutory duties which require co-operation and information sharing.

For special category data, the lawful bases which are likely to be most relevant are:

Article 9(2)(b) '...is necessary for the purposes of carrying out the obligations and exercising the specific rights of the controller or of the data subject in the field of ...social protection law in so far as it is authorised by Union or Member State law'

Article 9(2)(g) Substantial public interest and Schedule 1, Part 2 (18): Safeguarding of children and of individuals at risk

Article 9(2)(h) "processing is necessary for the provision of health or social care or treatment or the management of health or social care systems and services"

Relevant legislation includes, but is not limited to:

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should consider a process for issues arising from any partner receiving inaccurate data and ensure corrections are documented and cascaded to all Parties without delay.

## 10. SECURITY

All signatories will apply the appropriate technical and organisational security measures needed for the volume and sensitivity of the personal data being processed in accordance with the requirements of the DPA and UK GDPR and/or local practice commitments, such as the NHS Data Security and Confidentiality Policy (2019).

- You agree to share this ISP with staff as necessary
- Privacy notices will be updated to include details of this data sharing
- Relevant written data protection and security policies are in place and regularly reviewed
- By signing you agree to the ISP being published (or a contact where the ISP can be easily requested).

#### 14. WITHDRAWAL FROM THIS AGREEMENT

Any organisation can withdraw from the MAISP Tier 2 by writing to each partner organisation and giving 40 days' notice.

All information that has been shared or gathered under the Protocol will either be securely destroyed or will continue to be held in accordance with the Protocol agreement they were collected under.

It remains each organisations responsibility that the personal data is held in accordance with the law.

#### AGREEMENT

This agreement commences from the date it is signed.