Data Sharing Agreement between [Video Interaction Guidance (VIG) Supervisor] and [?? NHS Trust]

1. *Introduction*

Information sharing is a key enabler for the provision of effective services to individuals particularly where a co-ordinated approach across agencies is required.

If poorly managed this contributes to a failure to provide effective services, the potential to suffer a damaging loss of data, confidentiality breaches and privacy concerns for individuals.

This has been validated by the Health and Social Care Act 2012, the duty to share information held by a relevant health or adult social care commissioner or provider to persons working for the relevant person and any other relevant health or adult social care commissioner or provider to facilitate the provision of health or social care and in the individual's best interests.

2. *Date Effective*

This Data Sharing Agreement is made on [DATE] (the "Effective Date") between [?? NHS Trust], whose principal place of residence is at [address] and [VIG Supervisor as Data Processor]

Length of Agreement

This agreement will commence [DATE] this agreement will remain in place and will end when terminated by either party.

3. *Parties to this Agreement*

a) [?? NHS Trust]

[?? NHS Trust] is a significant provider of high quality mental health services across a core catchment area covering […].

b) [VIG Supervisor Name]

[VIG Supervisor Name] is an accredited VIG Supervisor and member of AVIGuk. [VIG Supervisor Name] adheres to the code of conduct and ethical practice specified by AVIGuk, and is registered with the Information Commissioner's Office (ICO).

4. *Purpose for sharing personal and special category information*

This sharing agreement is to allow for [?? NHS Trust] VIG trainees to use audio and video recordings of [?? NHS Trust] service users as part of their VIG training.

5. *Legal basis for processing personal and special category information*:

The legal basis use as defined in Article 6 of the General Data Protection Regulation ('GDPR') as enacted in the Data Protection Act 2018 are as follows:

a) The data subject has given consent to the processing of his or her personal data for one or more specific purposes	X
b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract	

c)	processing is necessary for compliance with a legal obligation to which the controller is subject	
d)	processing is necessary in order to protect the vital interests of the data subject or of another natural person	
e)	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	
f)	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	

Under the Data Protection Act 2018, information that will be shared will be adequate, relevant and limited.

The information that will be shared will be personal and special category data in accordance with the principles above.

6. Data Controller

[?? NHS Trust]

7. Information that will be shared

Under the Data Protection Act 2018 information that will be shared will be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.

8. Fair processing/privacy notice

Each organisation will provide its own fair processing/privacy notice to service users at the point of first contact or subsequent contact that satisfies the requirements of the GDPR.

9. Transferring information

Information will only be transferred using secure methods that include, but is not limited to, encrypted email and secure file transfer.

10. Security of information

Each organisation shall ensure that there are appropriate organisational and technical measures in place to ensure only appropriate access is granted and to keep information secure at all times.

11. Third party processing

Each organisation shall ensure that any third party processing will be under contract, for specific purposes and with an information sharing agreement in place if necessary.

12. Subject access requests

Each organisation is responsible for managing subject access requests they receive and will engage with the other as necessary.

[?? NHS Trust]
address

[VIG Supervisor's postal address and email address]

13. Staff training

Each organisation shall ensure that its staff receive relevant data security and protection training on commencement of employment and regular updates in accordance with NHS Digital requirements (the data security and protection toolkit.

14. Incidents

Each organisation shall ensure there are procedures in place to report and investigate incidents in accordance with NHS Digital requirements.

15. Complaints

Each organisation shall ensure there are effective complaints procedures in place and shall co-operate with each other as necessary.

16. Retention

Each organisation shall ensure that information is only keep for the required retention period defined by NHS Digital and will destroy securely.

17. Monitoring

Each organisation shall complete the relevant NHS Digital assessment to the required standards.

18. Subject matter of the sharing

Video recording of service users.

19. Categories of Data Subjects

Category	Data type	Yes/ No
	Service user	Yes
	Customers	
	Employees	
	Pupils	
	Elected officials	
	Students/Trainees	Yes
	System users	
	Convicted service users	
	Shareholders	
	Others	
	Please state which others:	

20. Type of Personal Data

Demographic information

Clinical information

21. Transfer Schedule

Real time as and when necessary.

22. Transfer Method

?? secure file transfer server.

Signatures

For [?? NHS Trust]

Signature	
Job title	
Date	
Full Business Name	[?? NHS Trust]
ICO Registered Address	
ICO Registration Number	