Docusign Envelope ID: 3E390723-16D7-48A9-A396-A94E9CD44470

Warwickshire Safeguarding Children Partnership (WSCP)

Information Sharing Agreement

Revised: December 2024

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This agreement is dated 08/04/2025 ……..

1. Parties to the Agreement

1.1 Warwickshire Safeguarding Children Partnership **("WSCP")** is a multi-agency partnership between:

1.1.1 **Warwickshire County Council** of Shire Hall, Warwick CV34 4RL;
1.1.2 **Warwickshire Police** of Warwickshire Police Headquarters, PO Box 4, Leek Wootton, Warwickshire, CV35 7QB; and
1.1.3 **Coventry and Warwickshire Integrated Care Board** of Westgate House Warwick, CV34 4DE.

Each a "**Partner Agency**" and together the "**Partner Agencies**".

2. Background and Term

2.1 The Partner Agencies within Warwickshire Safeguarding Children Partnership have a shared and equal duty to make arrangements to work together to safeguard and promote the welfare of all children in Warwickshire.
2.2 A wider group of relevant safeguarding partner agencies across Warwickshire are directly engaged with the work of the Warwickshire Safeguarding Children Partnership through membership of its subgroups. The following safeguarding partner agencies are:

a) Warwickshire Fire and Rescue Service;
b) NHS England;
c) West Midlands Ambulance Service;
d) Coventry and Warwickshire Partnership NHS Trust;
e) George Eliot Hospital NHS Trust;
f) University Hospitals Coventry and Warwickshire NHS Trust;
g) South Warwickshire NHS Foundation Trust;
h) North Warwickshire Borough Council;
i) Nuneaton and Bedworth Borough Council;
j) Rugby Borough Council;
k) Stratford-on-Avon District Council;
l) Warwick District Council;
m) National Probation Service;
n) Barnardo's;
o) Children and Family Court Advisory and Support Service (CAFCASS);
p) Office of the Police and Crime Commissioner for Warwickshire ("OPCC");
q) Equip (Equality & Inclusion Partnership);
r) Third Sector
s) Warwickshire Community and Voluntary Action (WCAVA);
t) Healthwatch; and
u) Other strategic partnerships and organisations that have responsibilities to address issues relevant to safeguarding children.

2.3 The six subgroups are Safeguarding Practice Review, Assurance and Review, Education, Learning and Development, Adolescent Safeguarding and Multi-agency Leadership Group of Families First which report to the WSCP Executive Group and Warwickshire Safeguarding Children Partnership Accountability Partnership Group.

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2.4 To support early identification, prevention, and intervention with children in need of support or at risk of harm, the WSCP is heavily reliant on all Partner Agencies sharing a variety of relevant information. Effective, lawful and structured sharing of information between Partner Agencies will inform planning, allow for an understanding of trends and patterns of activity to be developed, to respond to emergencies appropriately, and to intervene and support the wellbeing and safety of children, young people, families, and communities.

2.5 WSCP has agreed to this Information Sharing Agreement to ensure that information is shared effectively between the Partner Agencies to protect children from harm. This Information Sharing Agreement sets out the principles for using and sharing personal information amongst all the Partner Agencies of WSCP.

2.6 This Information Sharing Agreement shall be deemed to have commenced on 1 December 2024 and shall continue for four (4) years until 30 November 2028 (the **"Term**").

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3 Agreed Purposes & Types of Shared Personal Data

3.1 The "**Agreed Purposes**" of this Information Sharing Agreement is to:

(a) provide a framework to facilitate the appropriate sharing of information between the Partner Agencies to safeguard and promote the welfare of children in Warwickshire and to protect them from harm.

(b) facilitate the collaboration between Partner Agencies to achieve improved outcomes for vulnerable children.

(c) facilitate the identification and analysis of new safeguarding issues and emerging threats.

(d) facilitate the promotion and embedding of learning.

(e) facilitate the commissioning and publication of child safeguarding practice reviews; and

(f) facilitate rapid reviews of cases, local and national child safeguarding practice reviews, and any other reviews to aid local learning and improvement in safeguarding services; and

(g) conduct Multi-Agency Audits.

3.2 This Information Sharing Agreement recognises that the UK General Data Protection Regulation (**"UK GDPR")** and the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), and all other applicable laws and regulations relating to data protection and privacy (collectively "**Data Protection Legislation**") are not barriers to justified information sharing but rather ensure that information sharing is necessary, proportionate, relevant, adequate, accurate, timely and secure.

3.3 This Information Sharing Agreement recognises that information sharing decisions should be recorded by the disclosing Partner Agency.

3.4 In relation to children and young people, this Information Sharing Agreement:

3.4.1 Recognises that nothing is more important than children's welfare.

3.4.2 Recognises that information sharing is essential for effective safeguarding and promoting the welfare of children and young people.

3.4.3 Recognises that Child Safeguarding Practice Reviews (**CSPR's)** (formerly known as Serious Case Reviews ("**SCRs**")) carried out following the death or serious injury of a child have repeatedly highlighted that missed opportunities to record, understand the significance of and share information in a timely manner can have severe consequences for the safety and welfare of children.

3.4.4 Recognises that the timely and effective sharing of information can improve decision-making and protect the best interests of a child.

3.4.5 Has regard to the seven golden rules to sharing information set out in HM Government's Information Sharing Advice to practitioners providing safeguarding services to children, young people, parents, and carers May 2024 which are:

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3.4.5.1 The Data Protection Legislation and human rights laws are not barriers to justified information sharing but a framework to ensure it is shared appropriately.

3.4.5.2 Be open and honest with the individual (and/or their family where appropriate) from the outset about why, what, how and with whom information will, or could be, shared, and seek their agreement, unless it is unsafe or inappropriate to do so.

3.4.5.3 Seek advice where in any doubt about sharing the information concerned.

3.4.5.4 It is important to maintain transparency and work collaboratively with the child and their carers and where possible obtain consent and take their objections into account. However, if necessary to protect the child, objections may be overridden. Consent is not required to share personal information if there is a risk of harm, and in such cases, consent may not be the appropriate basis for information sharing. A lawful basis under Data Protection Legislation must still be established when sharing information to safeguard the child.

3.4.5.5 Consider safety and wellbeing: base information-sharing decisions on considerations of the safety and wellbeing of the person and others who may be affected by their actions.

3.4.5.6 Necessary, proportionate, relevant, accurate, timely and secure: ensure that the information shared is necessary for the purpose for which it is shared, is shared only with those people who need to have it, is accurate and up to date, is shared in a timely fashion, and is shared securely.

3.4.5.7 Keep a record of the decision and the reasons for it – whether it is to share information or not. If information is shared, then record what was shared, with whom and for what purpose.

3.5 The Partner Agencies shall not process the Personal Data in a way that is incompatible with the Agreed Purposes. The term ("**Personal Data"**) shall have the meaning as defined under the applicable Data Protection Legislation.

3.6 The following types of Personal Data may be shared between the Partner Agencies as Shared Personal Data during the Term of this Information Sharing Agreement:

(a) name;
(b) address/postcode;
(c) age / date of birth;
(d) contact information (email / telephone number);
(e) family details;
(f) student and pupil records;
(g) NHS numbers;
(h) employment history;
(i) social relationships;
(j) personal history including behaviour that may cause concern relating to the safeguarding of children and young people; and
(k) professional opinions and analysis.

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3.7 The following types of Special Category Data may be shared between the Partner Agencies as Shared Personal Data during the Term of this Information Sharing Agreement:

(a) racial or ethnic origin;
(b) political opinions;
(c) religious or philosophical beliefs;
(d) genetic or biometric data used to uniquely identify a natural person; and
(e) data concerning a natural person's physical or mental health or condition, sex life or sexual orientation.

3.8 Personal Data relating to criminal convictions and offences or related security measures in accordance with section 11(2) of the Data Protection Act 2018 ("**Criminal Offence Data**") may be shared between the Partner Agencies as Shared Personal Data during the Term of this Information Sharing Agreement.

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4 Legislative Framework and Legal Basis for Sharing Information

4.1 The lawful bases for processing Shared Personal Data are set out in:

a) Article 6(1)(e) of the 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);
b) Article 6(1)(c) of UK GDPR (processing is necessary for compliance with a legal obligation to which the Controller is subject); and
c) Article 6(1)(d) of UK GDPR processing is necessary in order to protect the vital interests of the Data Subject or of another natural person.

4.1A For the purpose of this Information Sharing Agreement, the term ("**Data Subject**") shall have the meaning as defined under the applicable Data Protection Legislation.

4.2 The condition for processing any Shared Personal Data that comprises of Special Category Data is set out in Article 9(2) (b) (c), (g) and (h) of the UK GDPR:

4.2.1 processing is necessary for carrying out obligations in the field of social protection law, in conjunction with the relevant sections of the Children Act 1989 and 2004, and the Care Act 2014.

4.2.2 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;

4.2.3 processing is necessary for reasons of substantial public interest, on the basis of domestic law and which shall be proportionate to the aim pursued, the relevant domestic law is section 10(3) of the Data Protection Act 2018 and Schedule 1 Part 2 paragraphs 6, 10 and 18 of the Data Protection Act 2018; and

4.2.4 processing is necessary for the purposes of the provision of health or social care or treatment or the management of health or social care systems and services on the basis of domestic law. The relevant law is Schedule 1 paragraph 2 of the Data Protection Act 2018.

4.3 The condition for processing any Shared Personal Data that comprises of Criminal Offence Data is set out in Article 10 UK GDPR which states that processing of Personal Data relating to criminal convictions and offences, or related security measures based on Article 6(1) UK GDPR shall be carried out only under the control of official authority or when the processing is authorised by domestic law providing for appropriate safeguards for the rights and freedoms of Data Subjects. Schedule 1 Part 3 of the Data Protection Act 2018 sets out the additional conditions relating to Criminal Offence Data, the relevant conditions are:

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(a) Schedule 1 Part 3 paragraph 30 of the Data Protection Act 2018 protecting individual's vital interests; and
(b) Schedule 1 Part 3 Paragraph 36 of the Data Protection Act 2018 extension of conditions in Part 2 referring to substantial public interest.

4.4 The Information Sharing Agreement is underpinned by the following legislation, statutory and policy guidance:

4.4.1 The Children and Social Work Act 2017, under which the local authority, the Chief Officer of Police for an area, any part of which falls within the local authority area and an Integrated Care Board (formerly known as a Clinical Commissioning Group) for an area, any part of which falls within the local authority area health have an equal and shared duty to work together (in partnership with other relevant agencies) to make arrangements to safeguard and promote the welfare of all children in a local area;
4.4.2 The Children Act 2004, sections 11 and 16E;
4.4.3 The Care Act 2014 (including statutory guidance to the Care Act 2014)
4.4.4 The Children Act 1989, section 47 of which places a duty on local authorities to make enquiries where they have reasonable cause to suspect that a child in their area may be at risk of suffering significant harm and a duty on other authorities to assist with these enquiries, and section 27 of which provides for co-operation between authorities;
4.4.5 The Children and Families Act 2014 which places a strong emphasis on inter-agency co-operation, including section 2, section 23, section 36 and Part 3;
4.4.6 The Data Protection Act 2018;
4.4.7 The UK General Data Protection Regulation;
4.4.8 Crime and Disorder Act 1998, section 115;
4.4.9 The Human Rights Act 1998;
4.4.10 Health and Care Act 2022;
4.4.11 The Criminal Justice Act 2003, section 325;
4.4.12 Domestic Violence, Crime and Victims Act 2004;
4.4.13 Working Together to Safeguard Children statutory guidance December 2023;
4.4.14 Information Sharing Advice to practitioners providing safeguarding services to children, young people, parents, and carers May 2024;
4.4.15 Improving multiagency information sharing- Government policy on information sharing and the use of a consistent child identifier, July 2023; and
4.4.16 Caldicott Review of Information Governance 2013.

4.5 The Partner Agencies have a range of statutory duties between them and typically will be able to lawfully share Personal Data based on (but not limited to) the legal gateways set out above in clause 4.4.

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5 Data Protection

5.1 This Information Sharing Agreement sets out the framework for the sharing of Personal Data, Special Category Data and Criminal Offence Data between the Partner Agencies as **Controllers** (within the meaning of the Data Protection Legislation). The Partner Agencies acknowledge that each Partner Agency will regularly disclose to another Partner Agency or the other Partner Agencies Personal Data, Special Category Data and Criminal Offence Data for the Agreed Purposes of this Information Sharing Agreement ("**Shared Personal Data**").

5.2 Each Partner Agency shall comply with all the obligations imposed on a Controller under the Data Protection Legislation.

5.3 Each Partner Agency shall:

5.3.1 process Shared Personal Data fairly, lawfully, and transparently.

5.3.2 process the Shared Personal Data only for the Agreed Purposes of this Information Sharing Agreement.

5.3.3 ensure that Personal Data to be shared is accurate and up to date.

5.3.4 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Shared Personal Data and against accidental loss or destruction of, or damage to, Shared Personal Data. Without limitation to this clause 5.3.4, this shall include ensuring that any information shared via email is shared in an encrypted attachment, shared between secure email domains or shared using an encrypted email service.

5.3.5 ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the technical and organisational security measures set out in 5.3.4.

5.3.6 ensure that individuals are informed about the collection and use of their Personal Data and are provided with the privacy information required by the Data Protection Legislation.

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5.3.7 respect its obligations to comply with data subject access requests under the Data Protection Legislation and information requests under the Freedom of Information Act 2000 subject to clause 5.3.8 (or Environmental Information Regulations 2004 as applicable) and provide reasonable assistance to each other Partner Agency to comply with their obligations.

5.3.8 acknowledge that WSCP is a statutory partnership set up under the Children Act 2004 and is not a public authority for the purposes of the Freedom of Information Act 2000 **("FOI")**. WSCP is therefore exempt from the duty to provide information under the FOI. However, a FOI request may be made directly to any Partner Agency of the WSCP if a WSCP Partner Agency is deemed to be a public authority under the FOI and holds information for its own purposes.

5.3.9 not transfer any Shared Personal Data received from another Partner Agency outside the European Economic Area.

5.3.10 follow its own internal procedures for reporting and escalating any data breach of Shared Personal Data and shall promptly report such breaches to the Information Commissioner and (where applicable) Data Subjects under Article 33 of the UK GDPR.

5.3.11 notify the other Partner Agencies without undue delay on becoming aware of any breach of the Data Protection Legislation and provide reasonable assistance to each Partner Agency as is necessary to facilitate the handling of any Personal Data breach in an expeditious and compliant manner.

5.3.12 provide the other Partner Agencies with contact details of at least one employee as a single point of contact ("**SPoC**") and responsible manager for all issues arising out of the Data Protection Legislation.

5.3.13 keep a record of what Shared Personal Data has been shared, with which Partner Agency and/or Partner Agencies and the reasons or Agreed Purposes why it was shared and keep a record of decisions not to share information and the reasons why it was not shared; and

5.3.14 keep the Shared Personal Data for no longer than is necessary for the Agreed Purposes or that Partner Agency's statutory functions.

5.4 The Partner Agencies acknowledge that the Shared Personal Data will regularly be Special Category Data within the meaning of the Data Protection Legislation. Special Category Data will be shared only where there is an additional Special Category Data condition within the meaning of the Data Protection Legislation. That special category condition is likely to be one of those set out in clause 4.2.

5.5 The Partner Agencies acknowledge that the Shared Personal Data will regularly be Criminal Offence Data. Criminal Offence Data will be shared only where there is an additional Criminal Offence Data condition within the meaning of Data Protection Legislation. That Criminal Offence Data condition is likely to be one of those set out in clause 4.3.

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5.6 In the event of a dispute or claim brought by a Data Subject or the Information Commissioner concerning the processing of Shared Personal Data against either or all Partner Agencies, the Partner Agencies will inform each other in writing about any such disputes or claims and will co-operate with a view to settling them amicably in a timely fashion.

5.7 On receipt of a request from a Data Subject for Shared Personal Data, the Partner Agency in receipt may contact the other Partner Agency or Partner Agencies to this Information Sharing Agreement through the SPoC to notify them of receipt of such a request. The Partner Agency who receives the request shall have overall responsibility for responding to the request unless more than Partner Agency has received an identical or similar request from the same Data Subject. In those circumstances, the relevant SPoCs shall promptly discuss and implement the most effective way of discharging their responsibilities under the Data Protection Legislation to the Data Subject who has made the request(s). Where applicable, a Partner Agency may signpost the Data Subject to another Partner Agency that holds the requested information.

6 Monitoring, review, and indemnity

6.1 Each Partner Agency shall ensure that its lead officer or SPoC maintains oversight of this Information Sharing Agreement.

6.2 The content of this Information Sharing Agreement will be reviewed every six (6) months by the Partner Agencies to ensure compliance with legislation and to review the effectiveness of this data sharing initiative. The Partner Agencies shall continue, amend or terminate this Information Sharing Agreement with immediate effect, depending on the outcome of this review.

6.3 Any changes to this Information Sharing Agreement must be agreed in writing by all the Partner Agencies.

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6.4 Where a Partner Agency has decided not to share information that has been requested by another Partner Agency, that Partner Agency shall notify the other Partner Agency within one (1) day of the request and will provide its record of the reasons for the decision not to share the information, including the consideration of the safety and well-being of the affected individual. If the other Partner Agency considers the information essential for the safety and welfare of a child, the matter shall be promptly escalated to the SPoC's or lead officers for a decision.

6.5 Each Partner Agency undertakes and agrees to pursue a positive approach towards resolving any dispute which maintains a strong working relationship between the Partner Agencies. Each Partner Agency's SPoC or lead officer will use all reasonable endeavours to identify a mutually acceptable solution.

6.6 Each Partner Agency will keep each of the other Partner Agencies fully indemnified against any and all costs, expenses and claims arising out of any breach of this Information Sharing Agreement.

6.7 Each Partner Agency shall arrange appropriate insurance cover for the Term and six years after the expiry of the Term as part of this Information Sharing Agreement to cover any risks and liabilities that may arise from their obligations within this Information Sharing Agreement.

7 Governing Law and Jurisdiction

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

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This agreement has been entered into on the date stated at the beginning of it.

Signed by an authorised signatory
for and on behalf of Warwickshire County Council

DocuSigned by:
Nigel Minns
7074956EG25F4B1...

Name: Nigel Minns

Position: Executive Director for Children and Young People

Signed by an authorised signatory for and on behalf of Warwickshire Police

Signed by:
.....

Name: Alexander Franklin-Smith

Position: Chief Constable

Signed by an authorised signatory for and on behalf of Coventry & Warwickshire Integrated Care Board

Signed by:
Philip Johns
CCAB76GE1341499...

Name: Philip Johns

Position: Chief Executive