



Personal Information Sharing Agreement (PISA Template)

Lead Partner/Organisation	
Technical Author	
Version	
Date	
Review date	



Associated Documentation

This Personal Information Sharing Agreement (PISA) is made under, (name of over-arching Information Sharing Protocol/s that apply)

For example:

(i) Wiltshire information Sharing Charter

1. Parties to the Personal Information Sharing Agreement

Note: Organisations who are signing up to the Personal Information Sharing Agreement must also be signatories to one of the over-arching information sharing protocols as listed above. See ICO guidance on [Controllers and Processors](#) if you are in any doubt

Organisation Name:
Organisation Address:
ICO Data Controller Registration Number:
Role of organisation: Data Controller/Joint Data Controller/Lead Controller *delete as applicable

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Organisation Address:
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2. Purpose of the Personal Information Sharing Agreement

(This statement should explain the purpose and why there is a need share information between organisations)

For example:

(i) To reduce the risk of crime.

(ii) To enable improved decision making

3. Lawful basis for information sharing

(State details of the legal basis for information sharing as set out in Article 6 GDPR)



NOTE: If special category data is to be shared, then a further legal basis will be required from Article 9 GDPR

For example:

Article 6 Basis

Legal basis for sharing personal information are found in Articles 6 & 9 GDPR.

Processing shall be lawful only if and to the extent that at least one of the following applies:

- a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes;
- 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; Includes
- 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. (This basis is not available for public authorities performing their tasks)

Where processing involves special category data one of the following will also apply:

Article 9 Basis

- a) the data subject has given explicit consent to the processing of those personal data for one or more specified purposes, except where Union or Member State law provide that the prohibition referred to in paragraph 1 may not be lifted by the data subject;
- b) processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law in so far as it is authorised by Union or Member State law or a collective agreement pursuant to Member State law providing for appropriate safeguards for the fundamental rights and the interests of the data subject;
- c) 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;
- d) processing is carried out in the course of its legitimate activities with appropriate safeguards by a foundation, association or any other not-for-profit body with a political, philosophical, religious or trade union aim and on condition that the processing relates solely to the members or to former members of the body or to persons who have regular



- contact with it in connection with its purposes and that the personal data are not disclosed outside that body without the consent of the data subjects;
- e) processing relates to personal data which are manifestly made public by the data subject;
 - f) processing is necessary for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity;
 - g) processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject;
 - h) processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of Union or Member State law or pursuant to contract with a health professional and subject to professional confidentiality obligations;
 - i) processing is necessary for reasons of public interest in the area of public health, such as protecting against serious cross-border threats to health or ensuring high standards of quality and safety of health care and of medicinal products or medical devices, on the basis of Union or Member State law which provides for suitable and specific measures to safeguard the rights and freedoms of the data subject, in particular professional secrecy;
 - j) processing is necessary for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes in accordance with Article 89(1) based on Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject

4. Data Description / Data set to be routinely shared

(Provide details of the information that will be routinely shared under this agreement)

For example:

- (i) Personal details – name, address and DOB
- (ii) Financial details
- (iii) Physical or mental health

5. How information will be shared and how frequently

(Statement defining the methods that will be used to ensure a safe and secure exchange of information)



For example:

Methods to ensure safe secure sharing such as encryption/password protection; personal delivery; secure postal delivery etc... ..

If sharing is done by access to database via a portal, then role based 2 stage ID verification to gain access...

- Secure email
- Single View application

6. Restrictions on the use of shared information

(if one of the organisations requires specific restrictions on the use of the information, these should be indicated clearly and specifically in this section of the agreement)

NOTE – any different use from the above will either require written authority from the donor organisation or an overriding legal basis for change of use

For example:

- (i) Safeguarding Information only accessible for Senior Management
- (ii) Information received cannot be copied into other documents

7. Upholding the Rights of the Data Subject

Requests to access data or implement other data rights will be met by the receiving data controller, who will if necessary inform and liaise with partner controllers who shall assist in retrieving information where necessary. Complaints will be processed by the party that receives the complaint. All parties to the agreement shall assist in retrieving information where necessary.

The right to be informed – All parties will ensure that privacy notices are kept up-to-date and data subjects are made aware of how their data is being used.

The right to rectification – Each party acting as data controller, or acting as joint data controller will correct any inaccurate data if notified by the data subject. Controllers rectifying data should inform data source and other controllers to whom data has been shared of the substance of the correction.

Data rights do not apply as absolute rights nor to every legal basis for processing. They need to be considered with a case by case approach.



8. Breaches of confidentiality

(Statement defining how breaches of confidentiality by any organisation signed up to the agreement will be monitored and dealt with) Any partner organisation that discovers a privacy breach relating to data received as part of this agreement MUST notify the donor partner within 24hrs of discovery, and co-operate in any post breach actions required.

9. Point of contact for parties to this Personal Information Sharing Agreement

(Single point of contact for each organisation that has signed the agreement)

Organisation name:
Point of contact name:
Role:
Contact details:

Organisation name:
Point of contact name:
Role:
Contact details:

10. Personal Review and Termination

(Who will review the PISA, how often and by what method can the PISA be terminated)

For example: (i) Reviewed on a yearly basis by all organisations who have signed the PISA (ii) To terminate involvement, 4 weeks' notice is required in writing to the overarching governing board and each organisation partyed to the PISA. (iii) The Partner reserves the right to seek assurance from the other parties' compliance with this agreement, by way of being provided with documentation or through site inspection with reasonable notice. This agreement will be reviewed by the persons listed at point (9) above annually. Any partner wishing to, may terminate inclusion in this agreement in writing with no less than 4 weeks' notice.

11. Signatories to the Personal Information Sharing Agreement

(Signatures required from each organisation to formally agree the principles and practices of this agreement and this could be the **Information Asset Owner, Operations Lead, Head of Service, Caldicott Guardian or SIRO – someone of similar status**. PISA should not normally be signed by the IG lead/DPO. Sign off should not take place unless and until advice sought from IG/DPO

Organisation Name:
Position (see examples above):
Name:
Signature:



Contact details:			
Date:	IG/DPO consulted	Yes/No	*delete as applicable

Organisation Name:			
Position (see examples above):			
Name:			
Signature:			
Contact details:			
Date:	IG/DPO consulted	Yes/No	*delete as applicable

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