



People in Warwickshire are safeguarded from harm,
receiving the services they need, at the right time,
effectively and efficiently.

WARWICKSHIRE

MULTI-AGENCY SAFEGUARDING HUB

Information Sharing Agreement

1. Introduction & Declaration of Intent to Share Information.

- 1.1. This information sharing agreement draws on established standards and principles of information sharing.
- 1.2. A number of serious case reviews have highlighted chronic organisational and inter-agency failures to safeguard vulnerable children and adults and demonstrated that effective and timely information sharing is fundamental.
- 1.3. The purpose of the Warwickshire Multi-Agency Safeguarding Hub (MASH) is to ensure all children and adults are safeguarded and, where possible, have one point of entry for safeguarding services and other key agencies such as the police and health.
- 1.4. Both children's and adults safeguarding services receive a high volume of enquires many of which do not meet the threshold for social care intervention. However, service pressures mean that resources are predominately directed at the most 'critical' cases. The challenge for all partners is to better manage referrals in a way that enables earlier engagement with service users, to increase work which is supportive and beneficial to them, to their families and is less investigative.
- 1.5. All cases will receive a consistent approach, in that multi-agency professionals will gather information, enabling decisions to be made in a timely way where possible, with the right information to ensure the help and support to be given is the appropriate support to meet the need.

- 1.6. The opportunity to develop a multi-agency approach via a MASH arrangement provides the opportunity to redesign services to better support those in need and identify and deliver earlier support to service users and families.
- 1.7. The MASH will bring together a team of multi-disciplinary professionals from partner agencies to deal with all safeguarding concerns. Within the MASH, information from partner agencies will be collated to assess risk, threat and harm and decide what action to take and, as a result, the agencies will be able to act quickly, in a coordinated and consistent way, and ensure vulnerable children and families are kept safe.
- 1.8. The MASH is designed to streamline the routes for contacts, MASH enquires and notifications of children and adults deemed vulnerable, or at risk, whilst providing better outcomes and care plans for service users and their families.
- 1.9. The MASH model was highlighted in the Munro Review of Child Protection May 2011 as a good example of practice in multi-agency partnership working because of how it improved information sharing between participating agencies.
- 1.10. In addition, the Secretaries of State of four Government departments sent a joint letter to all local authority chief executives and local safeguarding leads in March 2015 stating that they were “clear on the need for genuinely integrated multi-agency approaches to underpin information sharing...need for clarity and simple guidelines about when and how personal information should be shared...every agency should commit to this approach”. Therefore it is Warwickshire MASH and its partners intent to take the approach of sharing information with one another rather than not sharing, as long as there is a legal basis to do so in order to protection child and adults who are at risk of harm or in order to prevent or investigate a crime.
- 1.11. The vision of the MASH is as follows:

“People in Warwickshire are safeguarded from harm, receiving the services they need, at the right time, effectively and efficiently.”
- 1.12. The MASH aims to protect vulnerable people from harm through a joined up inter-agency approach by:
 - Speeding up safeguarding decision making.
 - Ensuring users of safeguarding services are quickly directed to the right service appropriate to need.
 - Reducing the number of inappropriate referrals into safeguarding functions and making the right onward referral decisions to the most appropriate agency as early as possible.
 - Reducing and managing demand and dependency on traditional methods of support for safeguarding related cases.
 - Ensuring a co-ordinated agency approach which allows early identification of threat, risk and harm and a focus on early intervention (preventative action) at the right level and at the right time.

- Ensuring that the business intelligence arising from the MASH helps services work together to improve consistency, to address gaps and duplication in service provision and to improve outcomes for those in need of services.
- Ensuring a person centred approach to managing individual need and improving the user experience of those receiving safeguarding services.
- Creating an environment which encourages feedback and shared learning across agencies to improve service provision.
- Providing a consultation service to professionals seeking safeguarding advice about thresholds, referrals and early help assessments and advice.

1.13. The parties to this agreement are as follows:

- *Warwickshire County Council*
- *Warwickshire Police*
- *Warwickshire Youth Justice Service*
- *National Probation Service*
- *Warwickshire & West Mercia Community Rehabilitation Company*
- *West Midlands Ambulance Service*
- *Clinical Commissioning Groups*
- *South Warwickshire Foundation Trust*
- *Coventry and Warwickshire Mental Health Trust*
- *George Eliot Hospital*
- *University Hospitals Coventry & Warwickshire*

2. Scope

2.1 This agreement sets out how, through the MASH, the partners to it will be able to share information lawfully about children and adults with care and support needs who have come to their attention and may be at risk.

2.2 It has been developed to:

- Define the purposes for which the partners have agreed to share information.
- Set out the legal gateways through which information will be shared.
- Describe how this arrangement will be managed.

2.3 This agreement does not cover other sharing arrangements between partners that are outside the scope of MASH.

3. Purpose

3.1 The purpose of this agreement is to provide a framework to facilitate the appropriate sharing of information between the partners signed up to it and enable them to carry out the following key objectives of the MASH:

- **Improved and informed decision making at the point of referral** as a result of increased information being available. By building a more accurate and collaborative picture the MASH will allow a more effective and targeted response resulting in better outcomes for children and adults.
- **Early Identification of threat, risk and harm** as the MASH creates an environment that enables the analysis and research of partnership information informed by professional opinion. This can be further developed using multiple risk factors to identify children and adults who are at risk of future harm.
- **Reduced repeat engagement with statutory services** as a result of improved early identification and targeted support, issues are resolved before they escalate.

4. Legal basis for sharing

4.1 The partners to this agreement 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 below as may be amended from time to time, in order effectively carry out the objectives of the MASH.

4.2 In sharing data pursuant to any applicable legal gateway the partners shall have due regard to any relevant statutory guidance that may be apply from time to time such as the HM Government's Working Together to Safeguard Children 2015 (A guide to inter-agency working to safeguard and promote the welfare of children).

4.3 For the avoidance of doubt, personal data should only be shared within the MASH for the purposes of safeguarding children's and adults and promoting the welfare of vulnerable children and adults with care and support needs.

4.4 The Children's Act 1989 section 47 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.

4.4.1 Section 47 states that unless in all the circumstances it would be unreasonable for them to do so, the following authorities must assist a local authority with these enquiries if requested, in particular by providing relevant information:

- any local authority;
- any local education authority;
- any housing authority;
- any health authority; and
- any person authorised by the Secretary of State.

4.4.2 A local authority may also request help from those listed above in connection with its functions under Part 3 of the Act. Part 3 of the Act, which comprises of

sections 17-30, allows for local authorities to provide various types of support for children and families. In particular, section 17 places a general duty on local authorities to provide services for children in need in their area. Section 27 enables the authority to request the help of one of those listed above where it appears that such an authority could, by taking any specified action, help in the exercise of any of their functions under Part 3 of the Act. Authorities are required to co-operate with a request for help so far as it is compatible with their own statutory duties and does not unduly prejudice the discharge of any of their functions.

4.4.3 In practice, when required to help under sections 17 or 47 of the Act, authorities may be approached by social services and asked to provide information about a child, young person or their family where there are concerns about a child's well-being, or to contribute to an assessment under section 17 or a child protection enquiry; undertake specific types of assessments as part of a core assessment or to provide a service for a child in need; provide a report and attend a child protection case conference.

4.5 The Children Act 2004 the Act emphasises the importance of safeguarding the welfare of children by stating that relevant partner agencies which include the Police, Children's Services Authorities and Primary Care Trusts (and CCGs from 1 April 2013) and other NHS statutory bodies, must ensure that functions are discharged having regard to the need to safeguard children.

4.5.1 Section 10 of the Act places a duty on each children's services authority to make arrangements to promote co-operation between itself and relevant partner agencies to improve the well-being of children in their area in relation to:

- Physical and mental health, and emotional well-being;
- Protection from harm and neglect;
- Education, training and recreation;
- Making a positive contribution to society;
- Social and economic well-being.

4.5.2 The relevant partners must co-operate with the local authority to make arrangements to improve the well-being of children. The relevant partners are district councils; the police; the probation service; youth offending teams (YOTs); strategic health authorities and primary care trusts; Connexions and the Learning and Skills Council.

4.5.3 The statutory guidance for section 10 of the Act states good information sharing is the key to successful collaborative working and arrangements under this section should ensure information is shared for strategic planning purposes and to support effective service delivery. It also states these arrangements should cover issues such as improving the understanding of the legal framework and developing better information sharing practice between and within organisations.

4.5.4 Section 11 provides a basis for processing and sharing data under schedule 2, 3, 4, 5(b), 5(d) and 6(1), and schedule 3: 3(a), 3(b) and 7(1)(b) by all of the public sector bodies that are partners to this agreement.

4.5.5 The Act, although amended by the Health and Social Care Act 2012, does not provide a basis for processing by non-Public Sector bodies, i.e. healthcare providers that are not NHS Trusts or NHS Foundation Trusts, charities, or private providers.

4.6 Children and Families Act 2014 places a strong emphasis on inter-agency cooperation. Part 3 of the Act deals with children and young people with special educational needs and disabilities.

4.6.1 Section 22 requires a local authority to exercise its functions with a view to securing that it identifies all the children and young people in its area who have or may have special educational needs and disabilities.

4.6.2 Section 23 places a duty on health bodies (a clinical commissioning group, NHS trust or NHS foundation trust) to bring certain children to the local authority's attention where the group or trust is of the opinion that a child has (or probably has) special educational needs or a disability.

4.6.3 The Act also sets out provisions for local partner cooperation and assistance to enable a local authority to discharge its functions under Part 3. In specific cases the authority may request the cooperation of another local authority, youth offending team, the person in charge of any relevant youth accommodation, the National Health Service Commissioning Board, a clinical commissioning group, a Local Health Board, an NHS trust or NHS foundation trust.

4.6.4 A local authority must consider whether to undertake an Education Health Care (EHC) assessment under Section 36 where a request is made by a child's parent, a young person or a representative of a school or post-16 institution. The Special Educational Needs and Disability Regulations 2014 govern the conduct and use of EHC assessments. This includes the information and advice a local authority must seek on the needs of the child or young person from professionals and the use of information obtained during the assessment for the purposes of other duties or assessments.

4.7 The Localism Act 2011 gives local authorities the power to do anything that individuals may generally do. Under section 1 of the Act local authorities have the power to do anything which they consider is for the benefit of the authority, its area or persons resident or present in its area.

4.8 Crime and Disorder Act 1998 section 115 provides a legal basis for sharing information for the prevention and detection of crime and disorder with: Police; Probation; Local Authorities; NHS Trusts; and, CCGs (from 1 April 2013).

4.9 Data Protection Act 1998 section 29, provides certain exemptions when personal information is used for the prevention and detection of serious crime and/or for the apprehension and prosecution of offenders if complying with fair processing conditions, i.e. telling individuals how their data will be processed/shared, would prejudice the purpose. Information processed for this purpose is exempted from disclosure in response to a subject access request.

4.10 Human Rights Act 1998 gives force to the European Convention on Human Rights and, amongst other things, places an obligation on public authorities to protect people's Article 2 right to life and Article 3 right to be free from torture or degrading treatment. There needs to be a balance between the intentions to share with a person's right to privacy under the Human Rights Act Article 8: (The right to respect for private and family life, home and correspondence). There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is necessary in the interests of national security, public safety or for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others.

4.11 The Mental Capacity Act 2005 requires staff to apply 5 principles in their assessments to decide whether to share information without consent in a person's best interests. As described in 2.4 of the MCA Code of Practice, "it is important to balance people's right to make a decision with their right to safety and protection when they can't make decisions to protect themselves". The starting assumption must always be that an individual has the capacity, until there is proof that they do not. Under the Mental Capacity Act 2005 there would have to be good reasons for not undertaking an assessment of mental capacity regarding the decision to share information without consent, and these would need to be documented carefully.

4.12 The Care Act 2014 creates a clear duty of co-operation: the statutory guidance states that, "Local Authorities must cooperate with each of their relevant partners, as described in section 6(7) of the Care Act, and those partners must cooperate with the local authority, in the exercise of their functions relative to care and support including those to protect adults" (para 14.51). The supply of information is integral to that co-operation and "early sharing of information is the key to providing an effective response where there are emerging concerns" (para 14.34). It is clear that agencies are expected to develop and be governed by confidentiality and information sharing agreement to ensure that information is only shared on a 'need to know' basis, and in accordance with data protection principles.

5. Information Standards

5.1 The Data Protection Act 1998 (DPA) is the legal framework for the 'processing' of personal data and is based around eight Data Protection Principles of good information handling. The partners to this agreement must be able to establish a legal basis to share information and ensure that the sharing complies with the requirements and standards set out below.

5.2 *First Principle: Personal data shall be processed fairly and lawfully and, in particular, shall not be processed unless:*

- (a) at least one of the conditions in Schedule 2 is met, and
- (b) in the case of sensitive personal data, at least one of the conditions in Schedule 3 is also met.

5.2.1 For the purpose of this agreement the relevant Schedule 2 conditions for sharing any personal data through the MASH are likely to be:

Condition 1 The data subject has given his consent to the processing.

Condition 3 The processing is necessary for compliance with any legal obligation to which the data controller is subject, other than an obligation imposed by contract.

Condition 4 The processing is necessary in order to protect the vital interests of the data subject.

Condition 5 The processing is necessary for (a) the exercise of any functions conferred on any person by or under any enactment or (d) for the exercise of any other functions of a public nature exercised in the public interest by any person.

Condition 6 The processing is necessary for the purposes of legitimate interests pursued by the data controller or by a third party or parties to whom the data are disclosed, except where the processing is unwarranted in any particular case by reason of prejudice to the rights and freedoms or legitimate interests of the data subject.

5.2.2 As it is likely that almost all of the data being shared through the MASH will fall in to the category of sensitive personal data, in addition to the Schedule 2 conditions above, the relevant Schedule 3 conditions for sharing sensitive personal data are likely to be:

Condition 1 The data subject has given explicit consent to the processing of the personal data.

Condition 3 The processing is necessary:-

- (a) in order to protect the vital interests of the data subject or another person, in a case where:
 - i. consent cannot be given by or on behalf of the data subject, or
 - ii. the data controller cannot reasonably be expected to obtain the consent of the data subject, or.
- (b) in order to protect the vital interests of another person, in a case where consent by or on behalf of the data subject has been unreasonably withheld.

Condition 6 The processing:-

- (a) is necessary for the purpose of, or in connection with, any legal proceedings (including prospective legal proceedings),
- (b) is necessary for the purpose of obtaining legal advice, or.
- (c) is otherwise necessary for the purposes of establishing, exercising or defending legal rights.

Condition 7 The processing is necessary:-

- (a) for the exercise of any functions conferred on any person by or under an enactment

Condition 8 The processing is necessary for medical purposes and is undertaken by:-

- (a) a health professional, or.
- (b) a person who in the circumstances owes a duty of confidentiality which is equivalent to that which would arise if that person were a health professional.

5.3 *Second Principle: Personal data shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes.*

5.3.1 Information shared through this agreement is obtained solely for the purpose of promoting the safety and welfare of children and adults with care and support needs.

5.3.2 Information shared through this agreement will not be processed in any manner contradictory to that purpose.

5.3.3 Each partner is a data controller and responsible for issuing privacy/fair processing notices which accurately reflect this purpose and are accessible to all data subjects.

5.3.4 A notice explaining the concept of MASH and how it works should be available on each partner's website/literature.

5.4 *Third Principle: Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.*

5.4.1 Due to the complexity of the MASH it is difficult to provide a prescriptive list of all data fields to be shared but examples include social care information, GP and health records, school and educational information, police intelligence, housing information.

5.4.2 Once a referral has been received by the MASH all partners will be under a duty to scrutinise their information systems and share any relevant information as necessary to achieve the aims of this agreement.

5.4.3 Once a referral has been received by the MASH, decisions on use and any further dissemination shall be considered and decided on a case by case basis.

5.4.4 Only relevant and proportionate information will be shared where a partner organisation has a 'need-to-know' basis.

5.5 *Fourth Principle: Personal data shall be accurate and, where necessary, kept up to date.*

5.5.1 The content and accuracy of shared information will be subject to each partner's quality control procedures and validation.

5.5.2 Each partner is responsible for ensuring the quality of data they are sharing.

5.5.3 Before sharing data, partners will check that the information being shared is accurate and up to date to the best of their knowledge.

5.6 ***Fifth Principle: Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.***

5.6.1 Data destruction at the end of its retention period must be undertaken in accordance with each partner's organisational disposal policies and the seventh principle (see below).

5.6.2 If a party leaves the agreement, decisions must be taken and followed through on what happens to:

- The information that has already been shared with the partners by the departing partner organisation.
- The information that has already been shared with the departing partner by the remaining partner organisations.

5.7 ***Sixth Principle: Personal data shall be processed in accordance with the rights of data subjects under this Act.***

5.7.1 Partners will respond to any notice from the Information Commissioner's Office that imposes requirements to cease or change the way in which data is processed.

5.7.2 Each partner as a data controller is responsible for responding appropriately to subject access requests addressed to them and to providing information to the data subject to enable them to make appropriate requests to other partners where appropriate.

5.7.3 Data subjects have the right to object to processing and how the data subject makes such objections should be detailed in each partner's privacy notice.

5.7.4 Data subjects have the right to correct inaccuracies in their record. Each partner must have policies and processes in order to comply with DPA principle 4. These should be employed in the event of such a notification and, where it relates to data obtained through the MASH, the originating partner should be notified.

5.8 ***Seventh Principle: Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.***

5.8.1 Measures to satisfy the seventh principle will be detailed in each partner's information security and governance arrangements and the MASH Security Protocol (Appendix 1), and shall include:-

- Recruitment and vetting of staff

- Training of staff
- Building, access and perimeter security
- Information risk classifications
- Storage of information (paper and electronic)
- Information handling procedures(paper and electronic)
- Business continuity
- Sanctions on breaches of security and incident reporting
- Retention of records and destruction procedures

5.9 ***Eighth Principle: Personal data shall not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data.***

5.9.1 MASH information will NOT under any circumstances be transferred overseas.

5.10 Notwithstanding the above, the partners acknowledge that information shared under this agreement should also comply with relevant non-statutory guidance or advice that may be issued from time to time such as:

- Caldicott Principles derived from the 1997 Caldicott Report and subsequent 2013 Caldicott Review and applicable to the use of patient identifiable and social care information;
- Seven 'golden' rules of information sharing as set out in HM Government's Information Sharing 2015 (Advice for practitioners providing safeguarding services to children, young people, parents and carers); and
- ICO's Information Sharing Code of Practice.

6 Consent

6.1 Processing by consent is the first option in both Schedule 2 and Schedule 3 under the DPA. A higher standard of consent is expected under Schedule 3 i.e. explicit consent whereas to satisfy Schedule 2 implied consent may be acceptable.

6.2 Where possible, consent should be obtained by the referring partner before individual cases are brought to the MASH. In these cases, individuals will have a legitimate expectation of how their data is going to be used and with whom it may be shared and why. Where consent has not been obtained there should be a clear rationale and the reasons for this should be documented by the referring partner.

6.3 In some cases, the aims of the MASH might be prejudiced if partners were to seek consent, but the information may still be required in which case there must be a legal basis for overriding consent.

6.4 It is possible to disclose personal information in the absence of consent where it is in the public interest (for e.g. where it is necessary to safeguard the welfare of a child or adult, in the event of a court order or for the prevention and detection of crime)

and not disclosing the information would prejudice the public interest (although the remaining Data Protection Principles would still apply).

6.4.1 The public interest criteria include the:

- Administration of justice
- Maintaining of public safety
- Apprehension of offenders
- Prevention of crime and disorder
- Detection of crime
- Protection of vulnerable members of the community

6.4.2 When judging the public interest, it is necessary to consider the following:

- Is the intended disclosure proportionate to the intended aim?
- What is the vulnerability of those who are at risk?
- What is the impact of disclosure likely to be on the individual to whom the shared information pertains?
- Is there another equally effective means of achieving the same aim?
- Is the disclosure necessary to prevent or detect crime and uphold the rights and freedoms of the public?
- Is it necessary to disclose the information, to protect others?

6.5 The rule of proportionality should be applied to ensure that a fair balance is achieved between the public interest and the rights of the individual. All disclosures must be relevant and proportionate to the intended aim of the disclosure and must be fully documented.

6.6 Information held by partners that will be shared with the MASH is likely to have been gathered where a duty of confidence is owed. This is not an absolute bar to disclosure, as information can be shared in the absence of consent, where there is a strong enough public interest to do so. When overriding consent it is the responsibility of the referring partner to ensure that the protection of the child or adult with care and support needs would favour the public interest before passing the information to the MASH. The partner may wish to seek specialist or legal advice if there is lack of clarity around justifiable disclosure of information.

6.7 Information may be shared initially within the MASH with or without consent where this is reasonable, necessary and proportionate in order to assess risk and determine the appropriate level of response that may be required, and providing the rationale is always recorded as soon as possible thereafter.

7 MASH Structure & Processes

- 7.1** The MASH has been established by co-locating a range of professionals from partner organisations with responsibilities for safeguarding children and adults into one central building led by a designated MASH Service Manager.
- 7.2** The MASH Service Manager will retain oversight of information governance matters appertaining to the MASH and report directly to the Head of Service for Safeguarding in Warwickshire County Council.
- 7.3** A secure IT system will be procured and hosted by Warwickshire County Council to manage, process and record information entering the MASH with restricted access to MASH staff and authorised operational partners subject to approved network connectivity only. The long term vision is for the system to integrate with other partner systems in order to facilitate the effective sharing of inter-agency information.
- 7.4** Each partner to this agreement will be a data controller in so far as any information they own and share into the MASH. Where information is shared with other partners to the MASH the receiving partner will become a data controller for their copy of the shared information, and where the MASH creates its own records that contain personal data to be used by all partners for the same purpose, the partners will be joint data controllers for these shared records.
- 7.5** The MASH will operate as a 'sealed envelope' where information will be shared with operational partners on a 'need to know' basis but not outside of the 'hub' unless agreed by the partners to inform an operational response or where the MASH Service Manager is required to share information with the Head of Service for Safeguarding for the purposes of management support and supervision.
- 7.6** There are documented processes and procedures for referrals into the MASH, the stages of assessment and evaluation, the gathering and dissemination of information, and the recording of safeguarding decisions and outcomes as set out in the MASH Standard Operating Procedure.
- 7.7** All partners are fully committed towards ensuring that adequate safeguards are in place to securely hold and share information pursuant to this agreement and shall abide by the security measures set out in the MASH Security Protocol at all times.

8 Complaints

- 8.1** Any complaint regarding the use of information shared under this agreement shall be brought to the attention of the relevant partner who is the focal point of the complaint and dealt with in accordance the relevant partner's own complaints procedure.
- 8.2** Other partners will be kept informed of developments following a complaint received, where relevant and appropriate, and if necessary, the complaint brought to the attention of the MASH Service Manager.

8.3 If the complaint relates to the operational use of information within the MASH then it shall be dealt with in accordance with the dispute and escalations processes set out in the MASH Standard Operating Procedure.

9 Access to Information

9.1 Under Section 7 of the DPA individuals have a right to access personal data about them subject to any applicable exemptions. If individuals wish to know what information is held about them then requests must be put in writing to the relevant partner organisation and processed in accordance with the partner organisations internal procedures.

9.2 All partners will respect their obligations under the Freedom of Information Act 2000 and Environmental Information Regulations 2004 (as applicable) and shall process any such request in accordance with their internal procedures.

9.3 The partners acknowledge that the MASH will often hold data which originates from a partner organisation or is otherwise created or actioned jointly. Any requests for information received by the MASH whether in relation to personal data or otherwise shall be handled by Warwickshire County Council as the holding authority but any originating partner(s) of the requested information shall be duly consulted and provide assistance with regard to the appropriate response.

10 Publication

10.1 This agreement may be published by each of the partners in accordance with their obligations under the Freedom of Information Act 2000.

11 Monitoring and Reporting

11.1 All partners are responsible for ensuring lead officers are nominated to maintain oversight of this agreement and ensure that it is kept under review, initially after 6 months, and annually thereafter unless new or revised legislation or national guidance necessitates an earlier review.

11.2 Any changes to this agreement must be agreed in writing by all the partners.

11.3 Any security breaches shall be reported and dealt with in accordance with the MASH Security Protocol.

12 Indemnity

12.1 Each partner will keep each of the other partners fully indemnified against any and all costs, expenses and claims arising out of any breach of this agreement and in particular, but without limitation, the unauthorised or unlawful access, loss, theft, use, destruction, or disclosure by the offending partner or its sub-contractors, employees, agents or any other person within the control of the offending partner of any data obtained in connection with this agreement.

13 Signatories

13.1 All partners agree that this agreement provides a secure framework for the sharing of information to achieve the functions of the MASH and as such shall work in good faith and collaboration to implement and adhere to the procedures and structures set out herein.