

# WEISF INFORMATION SHARING PROTOCOL

## SUMMARY SHEET



**Title of Agreement: BEST/BES/K&M Growth Hub Data Sharing Protocol to support the Local Enterprise Partnership**

Organisation Name	Head Office Address	Phone	Email	Named Data Protection Officer	ICO Notification reference
<b>Essex County Council (for BEST)</b>	County Hall, Chelmsford, CM1 1QH	0345 743 0430	<a href="mailto:DPO@essex.gov.uk">DPO@essex.gov.uk</a>	Paul Turner	<b>Z6034810</b>
<b>Kent County Council (FOR K&amp;M)</b>	Sessions House, County Road, Maidstone, Kent, ME14 1XQ	03000 416814	<a href="mailto:dpo@kent.gov.uk">dpo@kent.gov.uk</a>	Benjamin Watts	<b>Z5297748</b>
<b>East Sussex County Council (for BES)</b>	East Sussex County Council, County Hall, St Anne's Crescent, Lewes, East Sussex BN7 1UE	0345 608 0190	<a href="mailto:DPO@eastsussex.gov.uk">DPO@eastsussex.gov.uk</a>	Sarah Turner	<b>Z5664005</b>
<b>Essex County Council (for SELEP)</b>	County Hall, Chelmsford, CM1 1QH	0345 743 0430	<a href="mailto:DPO@essex.gov.uk">DPO@essex.gov.uk</a>	Paul Turner	<b>Z6034810</b>

### Version Control

Date Protocol comes into force	11 October 2023
Date of next Protocol review	2 years after signing
<b>Protocol Lead Organisation</b>	Essex County Council
Protocol drawn up by (Author(s))	Jo Simmons
Status– DRAFT/FOR APPROVAL/APPROVED	FOR APPROVAL
Version	3.0

## Wider Eastern Information Stakeholder Forum

This Information Sharing Protocol is designed to ensure that information is shared in a way that is fair, transparent and in line with the rights and expectations of the people whose information you are sharing.

This protocol will help you to identify the issues you need to consider when deciding whether to share personal data. It should give you confidence to share personal data when it is appropriate to do so but should also give you a clearer idea of when it is not acceptable to share data.

Specific benefits include:

- minimised risk of breaking the law and consequent enforcement action by the Information Commissioner's Office (ICO) or other regulators;
- greater public trust and a better relationship by ensuring that legally required safeguards are in place and complied with;
- better protection for individuals when their data is shared;
- increased data sharing when this is necessary and beneficial;
- reduced reputational risk caused by the inappropriate or insecure sharing of personal data;
- a better understanding of when, or whether, it is acceptable to share information without people's knowledge or consent or in the face of objection; and reduced risk of questions, complaints and disputes about the way you share personal data.

Please ensure all sections of the template are fully completed with sufficient detail to provide assurance that the sharing is conducted lawfully, securely and ethically.

<b>Item</b>	<b>Name/Link /Reference</b>	<b>Responsible Authority</b>
<b>Data Protection Impact Assessment (DPIA)</b>		Essex County Council East Sussex County Council Kent County Council
<b>Supporting Standard Operating Procedure</b>		N/A
<b>Associated contract</b>	Grant Agreements	Essex County Council
<b>Associated Policy Documents</b>		N/A
<b>Other associated supporting documentation</b>		N/A

# 1 – Purpose

The South East Business Hub – the Growth Hub – supports all business in the area to receive the support they need to start, grow and prosper.

The Hub provides free and impartial business support, such as for planning, funding, networking, scaling up, pre-start-ups and start-ups, upskilling and adapting. Business navigators and advisors collect information for the business, to achieve to achieve the following aims:

- i. To facilitate the delivery and management of business support services to SMEs in the East Sussex, Essex, Kent, Medway and Thurrock, provided by the South East Local Enterprise Partnership (SELEP) under the auspices of the BEST, BES and K&M Growth Hubs; supported by delivery partner Kent Invicta Chamber of Commerce (for K&M) and Colbea (for BEST).
- ii. To report effectively on the performance of the BEST/BES/K&M Growth Hubs to the funding body, the Department for Business and Trade (DBT).
- iii. To enable SELEP to report key metrics back to DBT in relation to evaluating customer satisfaction, demonstrating value for money of the service, and for monitoring performance for diversity and inclusion purposes.
- iv. To enable SELEP to report business data to the funders, DBT, as set out in the grant funding agreements and the Monitoring and Evaluation Framework as a requirement of the funding awarded to deliver the service.
- v. To enable SELEP, Lead Local Authorities and any contractors contracted to deliver the Growth Hub service to undertake statistical analysis and/or compile reports of the business support services provided by the BEST/BES/K&M Growth Hubs.
- vi. To allow BEST/BES/K&M Growth Hubs to track the progress of relevant SMEs who have received business support services.

## 2 – Information to be shared

Agency Name	Data field/description
<b>East Sussex County Council</b> <b>Essex County Council</b> <b>Kent County Council</b>	<ul style="list-style-type: none"> <li>Contact name and address details including post code and local authority located in (both individuals and businesses)</li> </ul>
	<ul style="list-style-type: none"> <li>Contact details including phone numbers and emails (both individuals and businesses)</li> </ul>
	<ul style="list-style-type: none"> <li>Gender</li> </ul>
	<ul style="list-style-type: none"> <li>Ethnicity</li> </ul>
	<ul style="list-style-type: none"> <li>Disability</li> </ul>
	<ul style="list-style-type: none"> <li>Business name, business registration date, legal status and ownership details</li> </ul>
	<ul style="list-style-type: none"> <li>Description of the business, maturity of the business, sector and SIC code</li> </ul>
	<ul style="list-style-type: none"> <li>Website address</li> </ul>
	<ul style="list-style-type: none"> <li>Reason for contacting the Growth Hub, how they heard about the Growth Hub / source of referral</li> </ul>
	<ul style="list-style-type: none"> <li>Companies house number, VAT registration number, HMRC unique taxpayer reference (UTR), HMRC employers PAYE reference number</li> </ul>
	<ul style="list-style-type: none"> <li>Evidence of its eligibility as an SME to receive support, including turnover and number of employees</li> </ul>
	<ul style="list-style-type: none"> <li>Length of interaction</li> </ul>
	<ul style="list-style-type: none"> <li>Narrative details of each instance of support provided by the Growth Hub, including but not limited to details of the support the SME is seeking, business objectives, area of growth identified, barriers to growth, cost to the business, referrals made and support received, and outcome of that support.</li> </ul>
<ul style="list-style-type: none"> <li>Satisfaction rating with the Growth Hub service</li> </ul>	

### 3. Legal basis

The identified conditions for processing under the Data Protection Act 2018:

Personal Data (identifiable data)	Special Categories of Data (Sensitive identifiable data – if applicable)	Law Enforcement data (if applicable e.g. community safety)
Article 6:	Article 9: (if appropriate):	DPA Part 3 (not applicable):
Public Task	Substantial Public Interest	Choose an item.

Please list below relevant legislation or statute empowering this sharing activity:

Local Government Act 1972
Localism Act 2011
The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012.
HM Local Enterprise Partnership governance and transparency – best practice guidance

### 4. Responsibilities

For the purposes of this Protocol the responsibilities are defined as follows: For help go to <a href="#">Controllers and processors   ICO</a>	Tick box	Organisation Name(s)
The Sole Data Controller for this sharing is:	<input type="checkbox"/>	
The Joint Data Controllers for this sharing are:	<input checked="" type="checkbox"/>	All Partners party to the protocol
In the case of Joint Data Controllers, the designated single contact point for Individuals is:	<input checked="" type="checkbox"/>	Essex County Council
Data Processors supporting the processing carried out under this protocol are (please list names):	<input checked="" type="checkbox"/>	Kent Invicta Chamber of Commerce Colbea Alcium (Evolutive)

This Protocol will be reviewed two years after it comes into operation, or sooner should a breach occur or circumstances change, to ensure that it remains fit for purpose. The review will be initiated by the Lead Organisation (see page one).

## 5. Data Subject Rights

It is each Partner's responsibility to ensure that they can comply with all of the rights applicable to the sharing of the personal information. Partners will respond within one month of receipt of a notice to exercise a data subject right. It is for the organisation initiating this ISP to identify which rights apply, and then each Partner has a legal responsibility to ensure they have the appropriate processes in place.

<b>Data Subject Rights</b> Select the <b>applicable rights</b> for this sharing according to the legal basis you are relying on	<b>Check box to confirm processes are in place</b>
<b>UK GDPR Article 13 &amp; 14 – Right to be Informed</b> – Individuals must be informed about how their data is being used. This sharing must be reflected in your privacy notices to ensure transparency.	<input checked="" type="checkbox"/>
<b>UK GDPR Article 15 – Right of Access</b> – Individuals have the right to request access to the information about them held by each Partner	<input checked="" type="checkbox"/>
<b>UK GDPR Article 16 – Right to Rectification</b> – Individuals have the right to have factually inaccurate data corrected, and incomplete data completed.	<input checked="" type="checkbox"/>
<b>UK GDPR Article 17 (1) (b) &amp; (e) – Right to be forgotten</b> – This right may apply where the sharing is based on Consent, Contract or Legitimate Interests, or where a Court Order has demanded that the information for an individual must no longer be processed. Should either circumstance occur, the receiving Partner must notify all Data Controllers party to this protocol, providing sufficient information for the individual to be identified, and explaining the basis for the application, to enable all Partners to take the appropriate action.	<input checked="" type="checkbox"/>
<b>UK GDPR Article 18 – Right to Restriction</b> – Individuals shall have the right to restrict the use of their data pending investigation into complaints.	<input checked="" type="checkbox"/>
<b>UK GDPR Article 19 – Notification</b> – Data Controllers must notify the data subjects and other recipients of the personal data under the terms of this protocol of any rectification or restriction, unless it involves disproportionate effort.	<input checked="" type="checkbox"/>
<b>UK GDPR Article 21 – The Right to Object</b> – Individuals have the right to object to any processing which relies on Consent, Legitimate Interests, or Public Task as its legal basis for processing. This right does not apply	<input checked="" type="checkbox"/>

where processing is required by law (section 3). Individuals will always have a right to object to Direct Marketing, regardless of the legal basis for processing.	
<b>UK GDPR Article 22 – Automated Decision-Making including Profiling</b> – the Individual has the right to request that a human being makes a decision rather than a computer, unless it is required by law. The individual also has the right to object to profiling which places legal effects on them.	Not applicable
<b>Freedom of Information (FOI) Act 2000 or Environmental Information Regulations (EIR) 2004 relates to data requested from a Public Authority by a member of the public.</b> It is best practice to seek advice from the originating organisation prior to release. This allows the originating organisation to rely on any statutory exemption/exception and to identify any perceived harms. However, the decision to release data under the FOI Act or EIR is the responsibility of the agency that received the request.	<input checked="" type="checkbox"/>

## 6. Security of Information

The Partners to this protocol agree that they will apply appropriate technical and organisational security measures which align to the volume and sensitivity of the personal data being processed in accordance with article 32 of the UK GDPR as applied by the Data Protection Act 2018.

Personal information will be securely shared via a secure CRM system which has ISP white-listing implemented.

Partners receiving information will:

- Ensure that their employees are appropriately trained to understand their responsibilities to maintain confidentiality and privacy
- Protect the physical security of the shared information
- Restrict access to data to those that require it, and take reasonable steps to ensure the reliability of employees who have access to data, for instance, ensuring that all staff have appropriate background checks
- Maintain an up-to-date policy for handling personal data which is available to all staff
- Have a process in place to handle any data breaches involving personal data, including notifying relevant third parties of any breach
- Ensure any 3<sup>rd</sup> party processing is agreed as part of this protocol and governed by a robust contract and detailed written instructions for processing.

## 7. International Transfers (Not applicable – all data processing is in the UK)

## 8. Format & Frequency

- The format the information will be shared in is daily via the secure CRM
- The frequency with which the information will be shared is as and when required to support businesses

If a shared system is being used by partners:

- What system is being shared? Evolutive provided by Alcium
- Who is the owner of the system? Essex County Council as Accountable Body for the South East Local Enterprise Partnership (SELEP)

## 9. Data Retention

Information will be retained in accordance with each partners' published data retention policy available on their websites, and in any event no longer than is necessary for the purpose of this protocol. All data beyond its retention will be destroyed securely.

## 10. Data Accuracy

Please check this box to confirm that your organisation has processes in place to ensure that data is regularly checked for accuracy, and any anomalies are resolved

## 11. Personal Data Breach Notifications

Where a data breach linked to the sharing of data under this protocol is likely to adversely affect an Individual, all involved Partners must be informed within 48 hours of the breach being detected. The email addresses on page 1 should be used to contact the



Partners. The decision to notify the ICO can only be made after consultation with all other affected Partners to this protocol, and where notification to the ICO is required, it must be made within 72 hours of the breach being detected. Where agreement to notify cannot be reached within this timeframe, the final decision will rest with the Protocol Lead Organisation as depicted on page one.

All involved Partners should consult on the need to inform the Individual, so that all risks are fully considered, and agreement is reached as to when, how and by whom such contact should be made. Where agreement to notify cannot be reached, the final decision will rest with the Protocol Lead Organisation as depicted on page one.

All Partners to this protocol must ensure that robust policy and procedures are in place to manage data breaches, including the need to consult Partners where the breach directly relates to information shared under this protocol.

## 12. Complaint Handling

Partner agencies will use their standard organisational procedures to deal with complaints from the public arising from information sharing under this protocol.

## 13. Commencement of Protocol

This Protocol shall commence upon date of the signing of a copy of the Protocol by the signatory partners. The relevant information can be shared between signatory partners from the date the Protocol commences.

## 14. Withdrawal from the Protocol

Any partner may withdraw from this protocol upon giving 4 weeks written notice to the Protocol Lead Organisation stated on page one, who will inform other partners to the protocol. The leaving Partner must continue to comply with the terms of this Protocol in respect of any information that the partner has obtained through being a signatory. Information, which is no longer relevant, should be returned or destroyed in an appropriate secure manner.

# 15. Agreement

This Protocol must be approved by the responsible person within each organisation (DPO/SIRO/Caldicott Guardian/Chief Information Officer). Signed copies should be retained by the Lead Organisation for the lifetime of the Protocol plus two years.

<b>Protocol Lead Organisation</b>	
<b>Lead Organisation</b>	
<b>Role of Lead Signatory</b>	
<b>Name of Lead Signatory</b>	
<b>Date</b>	
<b>Protocol Partner Organisation</b>	
<b>Partner Organisation</b>	
<b>Role of Partner Signatory</b>	
<b>Name of Partner Signatory</b>	
<b>Date</b>	

Signed Protocols, or emails of approval should be sent to the Lead Organisation at:

[DPO@essex.gov.uk](mailto:DPO@essex.gov.uk)