

Overarching Information Sharing Protocol

Between



Transport for London

and

[Insert name of partner]

[insert partner's logo]

CONTENTS

	Page number
Definitions	3
Introduction	6
Aims and objectives	6
General principles	7
Governance arrangements	12
Information security	13
Review and monitoring	14
Freedom of information and transparency	15
Termination	15
Signatories	17
Template Information Sharing Procedure	18

DEFINITIONS

Term	Acronym	Description
Anonymised Information		Information in a form that cannot identify individuals and where any subsequent identification through its combination with other information is not likely to take place
Data Controller		Has the same meaning as defined in Data Protection Legislation, that is, the person who determines the manner in which and purposes for which Personal Data is or is to be processed either alone, jointly or in common with other persons
Data Processor		Has the same meaning as defined in Data Protection Legislation, that is, any person who processes data on behalf of the Data Controller (other than an employee)
Data Protection Impact Assessment	DPIA	A tool that can be used to identify and reduce the privacy risks of any activity where personal data is processed (including Information Sharing)
Data Protection Legislation		<p>(a) any legislation in force from time to time in the United Kingdom which implements the European Community's Directive 95/46/EC and Directive 2002/58/EC, including but not limited to the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003;</p> <p>(b) from 25 May 2018 only, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the General Data Protection Regulation);</p> <p>(c) any other legislation in force from time to time in the United Kingdom relating to privacy and/or the processing of Personal Data; and</p> <p>(d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation</p>
Data Subject		Has the same meaning as defined in the Data Protection Legislation, being an individual who is the subject of Personal Data
Freedom of Information Act 2000	FOIA	Includes the Environmental Information Regulations 2004 and any other subordinate legislation made under the Freedom of Information Act 2000 from time to time as well as all associated statutory codes

		of practice
General Data Protection Regulation	GDPR	Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data
Human Rights Act 1998	HRA	Includes all subordinate legislation made under the HRA from time to time
Information		Any information however held and includes Personal Data, Sensitive Personal Data, Non-personal Information and De-personalised Information. May be used interchangeably with 'Data'
Information Commissioner's Office	ICO	The office of the Information Commissioner, the independent regulator appointed by the Crown who is responsible for enforcing the provisions of Data Protection Legislation and FOIA
Information Sharing		The disclosure, exchange or transfer of Information by TfL to [NAME OF PARTNER] or vice versa
Information Sharing Procedure		A Procedure which is agreed and signed by [NAME OF PARTNER] and TfL for each category of data which will be shared or purpose specific Information Sharing activity and is in the format of the Template Information Sharing Procedure attached as Schedule 1 to this Protocol
Non-personal Information		Information that has never referred to an individual and cannot be connected to an individual. Examples include: <ul style="list-style-type: none"> - Statistics or analyses relating to passenger volumes at a particular station - Traffic flow data or analyses
Notification		The Data Controller's entry in the public register maintained by the ICO pursuant to Data Protection Legislation
Personal Data		Has the same meaning as defined in Data Protection Legislation, that is, data which relates to a living individual, who can be identified from it, or data that can be put together with other information to identify an individual and includes expressions of opinion and intentions. It covers data held in any format. Examples include: <ul style="list-style-type: none"> - CCTV images - Oyster journey history - Bank account or payment card information - Vehicle Registration Marks - Information relevant to Criminal Behaviour Orders

Process/Processed/ Processing		Have the same meaning as defined in Data Protection Legislation and includes collecting, recording, storing, retrieving, amending or altering, disclosing, deleting, archiving and destroying Personal Data
Protocol		This Protocol including the Template Information Sharing Procedure and any specific Information Sharing Procedures which are attached to the Protocol from time to time
Pseudonymised Information		Information where a unique identifier is used to replace/substitute any Personal Data, so as not to reveal an individual's 'real world' identity - and which can only be reversed by the Data Controller
Sensitive Personal Data		The special categories of Personal Data specified in Data Protection Legislation
Surveillance Camera Code of Practice		The Code of Practice made under the Protection Of Freedoms Act 2012
Template Information Sharing Procedure		The template document to be used to draft an Information Sharing Procedure as set out in Schedule 1 of this Protocol
Transport for London	TfL	Transport for London and its wholly owned subsidiaries, including but not limited to: London Underground Limited; Docklands Light Railway Limited; Rail for London Limited; Tramtrack Croydon Limited; London Buses Limited; London River Services Limited; Victoria Coach Station Limited and London Transport Museum Limited

INTRODUCTION

1. TfL and [NAME OF PARTNER] are committed to working in partnership to [insert high level reasons/purposes for partnership working, e.g. 'detect and prevent crime and anti-social behaviour on and in relation to London's Transport Infrastructure'.] To further these purposes, TfL and [NAME OF PARTNER] may share Information with each other.
2. TfL and [NAME OF PARTNER] recognise the importance of having clear guidelines to follow when sharing Information and of ensuring that Information is shared with appropriate safeguards and in accordance with the law.
3. This Protocol sets out the overarching principles that TfL and [NAME OF PARTNER] will follow when sharing Information with each other.
4. As Information Sharing is a reciprocal arrangement between TfL and [NAME OF PARTNER], the requirements contained in this Protocol shall equally apply to both TfL and [NAME OF PARTNER] unless otherwise specified.

AIMS AND OBJECTIVES

5. Organisations which share Information, particularly Personal Data, have a legal responsibility to ensure that the disclosure and use of such Information is both lawful and is subject to adequate controls.
6. This Protocol aims to:
 - 6.1 Define the overarching purposes for which TfL and [NAME OF PARTNER] have agreed to share Information;
 - 6.2 Set out general principles that will govern the sharing of Information including the secondary disclosure of Personal Data;
 - 6.3 Describe the processes, structures and roles that will support the exchange of Information between TfL and [NAME OF PARTNER];
 - 6.4 Set out the legal responsibilities which apply to disclosure and use of Information having regard to the Data Protection Legislation, HRA and, where applicable, the common law duty of confidence;
 - 6.5 Describe the data security procedures necessary to ensure compliance with the Data Protection Legislation and any other specific security requirements;
 - 6.6 Describe the process for managing unauthorised disclosures or loss or damage to Information; and
 - 6.7 Describe the process for monitoring and reviewing the use of this Protocol.

GENERAL PRINCIPLES

General

7. TfL and [NAME OF PARTNER] will cooperate in good faith to fulfil the purposes of this Protocol and any Information Sharing Procedures made under it.
8. TfL and [NAME OF PARTNER] will ensure that their Notifications to the Information Commissioner's Office encompass the purposes for which Personal Data and/or Sensitive Personal Data is shared.
9. TfL and [NAME OF PARTNER] will make a Privacy Notice readily available to Data Subjects which refers to the organisations with whom Personal Data may be shared unless exempt from the requirement to do so under the Data Protection Legislation. TfL and [NAME OF PARTNER] will make reasonable endeavours to ensure that Information is checked before disclosure for accuracy and relevance.
10. In the event that a party becomes aware of any inaccuracy or other defect in Information which has been disclosed it will notify the party which disclosed it.
11. TfL and [NAME OF PARTNER] accept that they shall become a Data Controller of Personal Data received pursuant to this Protocol either alone, jointly with the disclosing party or in common with the disclosing party.
12. Where Anonymised Information, Pseudonymised Information or Non-Personal Data is shared, the recipient of that Information will not attempt to re-identify any individual by analysing or combining it with other information which is in its possession at the time of receipt or subsequently comes into its possession.

Information Sharing Procedures

13. TfL and [NAME OF PARTNER] will agree and sign an Information Sharing Procedure for either, i) each category of data which will be shared or, ii) for each purpose specific activity.
14. The Information Sharing Procedures will be in the form set out in the Template Information Sharing Procedure attached to this Protocol as Schedule 1. They will incorporate the terms of the Protocol and will include:
 - 14.1 The purpose of the sharing e.g. to facilitate TfL or [NAME OF PARTNER] to carry out their statutory and/or regulatory functions or obligations;
 - 14.2 A statement of the benefits of the arrangement for each organisation;

- 14.3 A statement of the reasons why it is necessary to share (particularly Personal) Information in each case;
 - 14.4 The duration of the Procedure and termination/review date;
 - 14.5 The precise categories of the Information to be shared for each disclosure e.g. evidence collected by TfL of anti-social behaviour on public transport, details of oyster card ownership, taxi or private hire information;
 - 14.6 The identity of the party sharing the data;
 - 14.7 How it will be shared e.g. by secure email;
 - 14.8 The powers of the parties to disclose and receive the data;
 - 14.9 The appropriate data security measures to be adopted where those go beyond or are different to those required by this Protocol; and
 - 14.10 Provisions for data handling.
15. When completing and implementing the Information Sharing Procedures, regard must be had to the following:

Powers to share Information

- 15.1 As public authorities, TfL and [NAME OF PARTNER] may only share information when it is consistent with their powers to do so. Each Information Sharing Procedure will identify the disclosing party's power to share the Information and the receiving party's power to receive and further Process the Information.

Data Protection Legislation

- 15.2 Personal Data must be shared and further Processed in accordance with the principles defined in Data Protection Legislation. They can be summarised as follows:
- Personal data should be processed fairly, lawfully and in a transparent manner.
 - Personal data shall be obtained only for one or more specified and legitimate purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes.
 - Personal data shall be adequate, relevant and limited to what is necessary for the purpose or purposes for which they are processed.
 - Personal data shall be accurate and, where necessary, kept up to date.

- Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.
- Personal data shall be processed in accordance with the rights of data subjects under the Data Protection Legislation.
- 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.
- 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.

15.3 Both partners shall ensure that before any Information sharing takes place under this Overarching Protocol, consideration is given as to whether a Data Protection Impact Assessment should be carried out. This will identify relevant legal powers and assess the benefits of the Information sharing, as well as identifying any privacy risks and how they might be mitigated.

HRA

15.4 If TfL and [NAME OF PARTNER] are to share Information that relates to a person's private or family life, the right to privacy in article 8 of the European Convention on Human Rights will be engaged. While this right is not absolute, TfL and [NAME OF PARTNER] must be able to demonstrate that any interference is justified and is:

15.4.1 in pursuit of a legitimate aim (in the interests of national security, public safety or the economic well-being of the country, 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);

15.4.2 proportionate to the legitimate aim pursued; and

15.4.3 necessary and appropriate.

Common Law Duty of Confidentiality

15.5 When the Information to be shared has originally been provided to the disclosing party in circumstances that give rise to an obligation of confidence, a continuing duty of confidence may be owed.

15.5.1 The duty does not give rise to an absolute right and an obligation of confidence can be overridden where it can be

demonstrated that it is in the greater public interest to disclose the information.

- 15.5.2 In any circumstance where this is applicable, the Information Sharing Procedure will demonstrate how a disclosure is considered to be in the public interest.

Secondary disclosures of Personal Data

16. Where TfL or [NAME OF PARTNER] retain any Information which has been shared pursuant to this Protocol, secondary disclosures of that Information to third parties will only be permitted if they are connected with the stated purpose of a relevant Procedure, or made with the consent of the party who originally shared it, unless:

- 16.1 The secondary disclosure is required by law;
- 16.2 The secondary disclosure is required under a Court Order;
- 16.3 The relevant Information Sharing Procedure states that the Information can be shared without the permission of the party who originally shared it; or
- 16.4 Permission cannot be sought and the following apply:
 - 16.4.1 There is an overriding interest in disclosure in the public interest;
 - 16.4.2 The further disclosure meets all legal tests under Data Protection Legislation, the HRA, common law and any other relevant provisions; and
 - 16.4.3 The party wishing to make the secondary disclosure is satisfied that adequate security arrangements are in place with the receiving organisation and/or a separate information sharing agreement/protocol is in place with that organisation.

17. A full record must be made of any secondary disclosure unconnected with the stated purpose of any Procedure concluded under this Protocol, including:

- 17.1 Date;
- 17.2 Details of requesting organisation;
- 17.3 Reason for request;
- 17.4 What type(s) of data has been requested;
- 17.5 Details of authorising person; and

17.6 Means of transfer.

18. The party which was the original source of the information must be informed of the fact that a secondary disclosure unconnected with the stated purpose of any Procedure concluded under this Protocol has been made without their consent within five working days of the secondary disclosure - unless the act of notification itself would, or would be likely to, prejudice national security, the prevention or detection of crime, or the apprehension of offenders.
19. The restrictions on secondary disclosures unconnected with the stated purpose of any Procedure concluded under this Protocol as set out in clause 16 apply equally to third party recipients based in the UK and third party recipients based outside the UK such as international law enforcement agencies.

Compliance with National Guidance and Codes of Practice

20. Where appropriate, TfL and [NAME OF PARTNER] will take steps to ensure compliance with relevant Codes of Practice or other recognised industry standards where they are relevant to the Information Sharing arrangements under this Protocol. Such documents may include (but are not limited to):
 - 20.1 Codes of Practice and guidance issued by the Information Commissioner;
 - 20.2 Surveillance Camera Code of Practice;
 - 20.3 BSI Standards relating to Data Protection, CCTV, and Information Security Management standards, such as the ISO 27000 series;
 - 20.4 Local Government data sharing standards;
 - 20.5 The Government Security Controls Framework, including the Government Security Classifications Policy;
 - 20.6 The statutory Code of Practice on the Management of Police Information (MoPI) issued by the Home Office and supported by detailed guidance published by the College of Policing.
21. Where appropriate, compliance requirements will be included in specific Information Sharing Procedures

Data Subjects' Rights

22. TfL and [NAME OF PARTNER] shall respond to requests from data subjects exercising their right of subject access and/or their right to request the cessation of processing, in accordance with the requirements of Data Protection Legislation.

Confidential Information

23. Each party will make it a condition of employment that employees will abide by their rules and policies in relation to the protection and use of confidential information.
24. Any failure by an individual to follow these rules and policies will be dealt with in accordance with that organisation's disciplinary procedures.

GOVERNANCE ARRANGEMENTS

Accountability

25. The individuals responsible for this Protocol are the Head of Privacy and Data Protection for TfL and the [DATA PROTECTION OFFICER OR EQUIVALENT JOB TITLE] for [NAME OF PARTNER].
26. Each Information Sharing Procedure will include details of the named points of contact for that specific Information Sharing arrangement.

Receipt of Disclosures

27. TfL and [NAME OF PARTNER] will ensure that all Information that has been disclosed to them pursuant to this Protocol will be recorded accurately.
28. TfL and [NAME OF PARTNER] will put in place procedures to maintain a record of each disclosure that includes the:
 - 28.1 Date on which a transfer took place;
 - 28.2 Details of the Information transferred;
 - 28.3 Means by which the Information was transferred;
 - 28.4 Details of who requested the Information; and
 - 28.5 The source of the Information (ie TfL or [NAME OF PARTNER]).

Register of Information Sharing Procedures

29. TfL and [NAME OF PARTNER] will each maintain a register of Information Sharing Procedures entered into pursuant to this Protocol. The register will specify:
 - 29.1 The purpose specific activity which is the subject of the Information Sharing Procedure;
 - 29.2 The party disclosing the data and who the recipient is; and

29.3 Date the Information Sharing Procedure was signed by the parties.

Retention and Deletion of Information

30. TfL and [NAME OF PARTNER] will have documented policies for retention, disposal and secure waste destruction for both electronic and manually held Information. Such policies will be available for inspection by either party.

Complaint Handling Procedure

31. Complaints about the use of Personal Data in relation to this Protocol should be dealt with under the relevant complaints procedure of the organisation whose actions are the subject of complaint.

32. TfL and [NAME OF PARTNER] shall respond to any notices from the ICO that require the cessation or change in the way Personal Data is Processed in relation to this Protocol.

33. TfL and [NAME OF PARTNER] agree to cooperate with the other Party in the investigation of any complaint or other investigation about the use of personal information if they hold Information that may be relevant.

34. The outcome/resolution of any complaint will be notified to the other Party to this Protocol.

INFORMATION SECURITY

35. Each Information Sharing Procedure to this Protocol will specify the means by which the Information will be shared by TfL with [NAME OF PARTNER] or vice versa.

36. Appropriate measures will be taken to prevent unauthorised access to Information as well as loss or damage of that Information. Such measures shall include, but are not limited to:

36.1 Information should not be transferred or stored on any type of portable device unless absolutely necessary, and if so, it must be encrypted and password protected to an agreed standard.

36.2 Information should not be transferred by email or other form of electronic communication unless adequate security measures are in place to preserve the security and confidentiality of that information, e.g. secure encrypted emails, end to end, with secure data storage.

36.3 TfL and [NAME OF PARTNER] will have in place policies and procedures governing the secure storage of Information for both electronic and manual systems.

- 36.4 TfL and [NAME OF PARTNER] will take steps to ensure that all staff are adequately trained and are aware of their responsibilities under Data Protection Legislation and this Protocol.
 - 36.5 Access to Information received by TfL and [NAME OF PARTNER] pursuant to this Protocol must be restricted to employees on a legitimate need-to-know basis, and with security clearance at the appropriate level.
 - 36.6 TfL and [NAME OF PARTNER] will comply with the Government Security Classifications Policy and Government Security Policy Framework where applicable.
37. Where the recipient of Information disclosed under this Protocol experiences a security incident, data breach or identifies a new security vulnerability which relates to or affects such Information, they shall inform the disclosing party within 24 hours of becoming aware. The recipient will investigate these security incidents, breaches, or vulnerabilities and provide a report of their findings to the party who shared the Information.

REVIEW AND MONITORING

38. This Protocol and the Information Sharing Procedures made under it will be reviewed biennially on the anniversary of the signing of the Protocol by both TfL and [NAME OF PARTNER] unless new or revised legislation or national guidance necessitates an earlier review.
39. The review process will focus on:
- 39.1 Confirming whether the Protocol and Information Sharing Procedures include the correct contact details for key personnel;
 - 39.2 Whether the Protocol and Information Sharing Procedures are still useful and fit for purpose;
 - 39.3 Whether the existing arrangements should be extended, amended or terminated.
40. A record of the review will be created and retained by each partner.
41. TfL and [NAME OF PARTNER] will independently or jointly audit their compliance with the Information Sharing Procedures as and when required, or in the event of a security incident, loss or unauthorised disclosure. This is in addition to the requirement to review the overarching Protocol and each Information Sharing Procedure on a biennial basis.

FREEDOM OF INFORMATION AND TRANSPARENCY

Either:

42. TfL and [NAME OF PARTNER] are both public authorities for the purposes of the FOIA. This means that any information held by TfL and its subsidiary companies and by [NAME OF PARTNER] is accessible by the public on written request, subject to certain limited exemptions.
43. TfL and [NAME OF PARTNER] shall demonstrate a commitment to openness and transparency regarding information sharing arrangements under this Protocol, subject to any limitations posed by security or confidentiality requirements.
44. In the event that an information access request relating to Information Sharing activities under this Protocol is received, both parties agree to consult with the other in line with the Code of Practice as implemented by section 45 of FOIA.

Or: (where partner is not a public authority)

45. TfL is a public authority for the purposes of the FOIA. This means that any information held by TfL and its subsidiary companies is accessible by the public on written request, subject to certain limited exemptions.
46. TfL shall demonstrate a commitment to openness and transparency regarding information sharing arrangements under this Protocol, subject to any limitations posed by security or confidentiality requirements.
47. In the event that an information access request relating to Information Sharing activities under this Protocol is received, TfL shall consult with the other in accordance with the Code of Practice as implemented by section 45 of FOIA.]

TERMINATION

48. This Protocol may be terminated by three months' notice by either party. The termination of this Protocol shall automatically terminate Procedures made under this Protocol.
49. Procedures made under this Protocol may be terminated:
- 49.1 In the event of a serious breach of the terms of this Protocol or any Procedure forthwith by either party; or
- 49.2 By three months' notice by either party.
50. Where a Procedure has been terminated the parties shall follow any procedure set out in the Procedure in relation to the handling of Information. If no specific provisions are agreed the parties shall co-operate to determine

how Information disclosed under the Procedure is handled but in case of dispute the party which disclosed the data shall be entitled to determine how the Information shall be handled.

51. In extreme circumstances, non-compliance with the terms of this Protocol may result in specific Information Sharing Procedures being suspended or terminated.

SIGNATORIES

This Protocol is signed on behalf of:

TRANSPORT FOR LONDON

Signature: _____

Print name: _____

Position: _____

Date: _____

[NAME OF PARTNER]

Signature: _____

Print name: _____

Position: _____

Date: _____

SCHEDULE 1:

TEMPLATE INFORMATION SHARING PROCEDURE

**Information Sharing Procedure relating to
[subject matter]**

Between



Transport for London

and

[NAME OF PARTNER]

[INSERT PARTNER LOGO]

INFORMATION SHARING PROCEDURE

ISP Ref:	ISP-TFL-[NAME OF PARTNER]-[SEQUENTIAL NUMBER]
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Version Control:

Version	Partner Authorisation	TfL Authorisation
[XX]	[Name and position]	[Name and position]

INTRODUCTION

1. This is a purpose specific Information Sharing Procedure made under the Overarching Information Sharing Protocol between Transport for London (TfL) and [NAME OF PARTNER].
2. This Procedure shall be entered into by the specific business units/legal entities within TfL and [NAME OF PARTNER] that are responsible for the purpose specific activity to which the information sharing relates.

EFFECTIVE DATE

3. [Insert start date here]

DESIGNATED POINTS OF CONTACT

4. [Provide details of TfL's designated point(s) of contact for the day-to-day operation of the arrangements, plus a deputy contact in the event of absence etc. State job roles/position rather than individual names]
5. [Provide details of the partner's designated point(s) of contact for the day-to-day operation of the arrangements, plus a deputy contact in the event of absence etc. State job roles/position rather than individual names]

PURPOSE AND BENEFITS

Purpose

6. [Insert the purpose of this information sharing arrangement and what it is intended to achieve. If the arrangement is reciprocal you should state this here]

Benefits

7. [Summarise the benefits of this information sharing arrangement. These should include the benefits to:
- TfL, its employees and/or customers and/or other stakeholders
 - [NAME OF PARTNER], its employees and/or other stakeholders
 - the general public]

Reliance on personal information

8. [If Personal Data or Information which relates to a person's private or family life is being shared, provide an outline of why there is no alternative to sharing this data. Include as much detail as possible]

DESCRIPTION OF INFORMATION TO BE SHARED

Categories of information

9. [Insert a full description of the types/categories of data to be disclosed by each party]

Source(s) of the information

10. [State the source(s) of the information (i.e. from which systems, databases, etc.). If CCTV data is to be shared via a direct feed, state the number of cameras and the areas in which they are located]

Frequency

11. [The anticipated frequency of the information sharing should be specified here, e.g. on a daily/weekly/monthly basis]

LEGAL BASIS FOR INFORMATION SHARING

Legal powers to share the Information

12. [Describe the power(s) of the disclosing party (if it is a public authority to share the Information. The source of such power(s) may be statute or common law. Where a common law power is relied on, the relevant case(s) in which the common law power was established or has been expressly recognised must be cited]
13. [Describe the power(s) of the receiving party (if it is a public authority) to receive and process the Information. The source of such power(s) may be statute or common law. Where a common law power is relied on, the relevant case(s) in which the common law power was established or has been expressly recognised must be cited]

Privacy Notices

- 14.[Only complete this section where Personal Data is being shared. If no relevant Privacy Notice has been or will be provided to the relevant Data Subjects explain the justification for making a disclosure without reliance on a Privacy Notice]

Statutory data processing conditions

- 15.[Only complete this section where Personal Data is being shared. Describe the Statutory processing conditions which apply to the disclosure/receipt of the Personal Data]

Data Controller status of the receiving party

- 16.[Only complete this section where Personal Data is being shared. State whether the receiving party be sole data controller, joint data controller or data controller in common with the disclosing party]

Compatibility with original purpose for which Personal Data was captured

- 17.[Only complete this section where Personal Data is being shared. Describe the original purpose(s) for which the relevant partner originally collected the personal information and how the sharing is compatible with those purposes - or whether an exemption under Data Protection Legislation applies]

Human Rights Act 1998 – The right to respect for private and family life

- 18.[Only complete this section where Information is being shared which relates to a person's private or family life. State whether Article 8 is engaged and how the interference is justified and proportionate in this case]

Common law Duty of Confidentiality

- 19.[Complete this section in all cases. State whether it is applicable and if the consent of the individual has not been obtained how the public interest outweighs the requirement to maintain confidentiality in this case]

Crime and Disorder Act 1998

- 20.[Depending on the data being disclosed, a statement may be required outlining how section 17 of the Crime and Disorder Act 1998 has been considered]

MEANS OF TRANSFER OR ACCESS

- 21.[Provide a description of the particular means of access or transfer of data for this arrangement, for example, secure encrypted email, view only access of CCTV, enabled by secure SFTP connection etc. Also include the proposed frequency of data flows]

INFORMATION HANDLING ARRANGMENTS

Access to the Information shared

22.[Insert details here. Include the names of business units and roles/positions, not the names of individuals]

Regular or routine onward disclosures by the recipient of the Information

23.[Insert details here of any planned regular or routine disclosures of the Information to third parties ('secondary disclosures') by the recipient of the Information]

Unplanned or ad hoc onward disclosures of the Information

24.Each partner will only be required to notify the original source of the Information where a secondary disclosure has been made to a third party for a purpose unconnected to those provided for in this Information Sharing Procedure.

Retention period(s)

25.[Insert details of the relevant Information retention periods here]

Secure storage and destruction of the Information

26.[Insert a general description of the relevant arrangements here]

Notification and rectification of errors in the Information

27.[Insert details of the arrangements for notifying the other partner where errors in the Information are identified]

28.[Insert details of the process for rectifying such errors in the Information]

Transferring the Information outside the European Economic Area (EEA)

29.[Insert details here if either partner intend to transfer, or otherwise share data outside the European Economic Area (EEA)]

OTHER CONDITIONS

30.[State whether any other conditions apply – e.g. adherence with one or more of the Information Commissioner's Codes of Practice; Compliance with ISO 27001 Information Security Management Standard; etc]

LOSS OR UNAUTHORISED DISCLOSURES OF INFORMATION

31. Examples of loss or unauthorised disclosure may include:

- Accidental loss or damage to Information
- Damage or loss of information by means of malicious software/hacking
- Deliberate or knowing disclosure of Information to a person not entitled to receive it.

32. [Outline the procedure for the reporting of any type of security incident/loss or unauthorised disclosure, which should include:

- mechanism for immediately informing the party who was the original source of the Information
- plans for containment and recovery
- assessing ongoing risk, taking account of the nature/sensitivity of the data
- whether the Data Subjects and/or ICO should be notified
- whether a media plan is required
- whether the Procedure should be suspended or terminated]

REVIEW

33. This Procedure will be reviewed two years from the date of the signing of the overarching Protocol and biennially thereafter.

TERMINATION OF THIS INFORMATION SHARING PROCEDURE

34. This Procedure may be terminated in the following situations:

- Immediately in the event of a serious breach of the terms of the Overarching Information Sharing Protocol or of this Procedure; or
- By three months' notice by either party.

35. [Outline what procedures the parties shall follow in the event of termination, for example how Information will be deleted or returned to the original source of that Information]

SIGNATORIES

This Procedure is signed on behalf of:

[Specify the relevant TfL entity i.e. **TRANSPORT FOR LONDON** or **LONDON UNDERGROUND LIMITED**, etc]

Signature: _____

Print name: _____

Position: _____

Date: _____

[NAME OF PARTNER]

Signature: _____

Print name: _____

Position: _____

Date: _____