

**DATED**

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**PARTNERSHIP PROTOCOL FOR THE NORTH EAST LONDON STRATEGIC ALLIANCE**

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**THIS AGREEMENT** is dated [DATE]

## **PARTIES**

- (1) The parties to this **Protocol** are:
- (2) 1. The Mayor and Burgesses of the London Borough of Barking & Dagenham (**Authority One**).
- (3) 2. The Mayor and Burgesses of the London Borough of Enfield (**Authority Two**).
- (4) 3. The Mayor and Burgesses of the London Borough of Havering (**Authority Three**).
- (5) 4. The Mayor and Burgesses of the London Borough of Newham (**Authority Four**)
- (6) 5. The Mayor and Burgesses of the London Borough of Redbridge (**Authority Five**) and
- (7) 6. The Mayor and Burgesses of the London Borough of Waltham Forest (**Authority Six**)

Henceforth collectively known as North East London Strategic Alliance or “NELSA”.

## **1. BACKGROUND**

- 1.1 The Authorities that constitute NELSA have agreed to work together on a series of projects and ventures to be decided by the Leaders’ and Mayors’ Board in order to facilitate the achievement of the key objectives for NELSA.
- 1.2 The parties wish to record the basis on which they will collaborate with each other on these projects. This Protocol sets out:
  - (a) the key objectives of NELSA;
  - (b) the principles of collaboration;
  - (c) the governance structures the parties will put in place; and
  - (d) the respective roles and responsibilities the parties will have during the life of NELSA.

## **2. KEY OBJECTIVES FOR NELSA**

- 2.1 The parties shall undertake the projects and tasks to achieve the key objectives as set out below:

- 2.2 NELSA is a politically led organisation with a core membership of those local authorities which constitute the north east London area. The parties wish to enter into this agreement for the purposes of realising a shared vision for the north east London area. The key purpose of NELSA is to develop and articulate a clear vision for north east London and to provide the strategic leadership to ensure that the vision is realised.
- 2.3 NELSA's objectives include the following:
- 2.4 To provide a sub-regional voice for north east London via research and by building consensus around the needs and opportunities of the sub-region; raising its profile and making the strategic case for public and private and sector investment.
- 2.5 To work through existing partnerships and develop new partnerships, as may be required, to implement the agreed vision for NELSA in order to encourage and foster the delivery of new homes, jobs, improved skills, transportation and better public services for the benefit of north east London and London as a whole.
- 2.6 To act as ambassadors for the area, influencing key decision-makers, the development of policy in London and co-ordinating relationships between north east London and regional and central Government

### 3. **PRINCIPLES OF COLLABORATION**

The parties agree to adopt the following principles when carrying out the Project (**Principles**):

- (a) collaborate and co-operate. Establish and adhere to the governance structure set out in this Protocol to ensure that activities are delivered and actions taken as required;
- (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this Protocol;
- (c) be open. Communicate openly about major concerns, issues or opportunities relating to the Project;
- (d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (e) adopt a positive outlook. Behave in a positive, proactive manner;

- (f) adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation. [In particular the parties agree to comply with the requirements of the Information Sharing Protocol attached to this Protocol in Annex A];
- (g) act in a timely manner. Recognise the time-critical nature and deadlines of any projects and tasks to be undertaken within the remit of this Protocol and respond accordingly to requests for support;
- (h) manage stakeholders effectively;
- (i) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this Protocol. [In particular the parties agree to make the contributions detailed in Annex D to this Protocol]; and
- (j) act in good faith to support achievement of the Key Objectives and compliance with these Principles.

#### **4. MEMBERSHIP OF NELSA**

4.1 The membership of NELSA consists of the Authorities who have signed this Protocol agreement and paid the annual membership fees in accordance with the procedure set out in Annex D.

4.2 If any former member of NELSA who has resigned wishes to re-join NELSA it may apply to do so in writing and its application will be considered at the next Leader's and Mayor's Board meeting. If the Leader's and Mayor's Board approves the application in accordance with the voting rights set out in Annex B, then the former member may re-join NELSA by paying the membership fees and signing up to this Protocol again.

4.3 If an Authority re-joins NELSA in the same year that it resigned and has already paid the full membership fees for that year then it is not obliged to repay the membership fees again upon re-admittance to NELSA.

4.4 The above clause 4.2 will also apply to any new Authority situated in the north east London region who wishes to join NELSA.

#### **5. GOVERNANCE OF NELSA**

##### **5.1 Overview**

The governance structure defined below provides a structure for the development and delivery of the activities of NELSA.

## 5.2 **Guiding principles**

The following guiding principles are agreed. NELSA's governance carried out under the direction of the Leaders' and Mayors' Board will:

- (a) provide strategic oversight and direction;
- (b) be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;
- (c) align decision-making authority with the criticality of the decisions required;
- (d) be aligned with scope of NELSA's activities (and may therefore require changes over time);
- (e) Use existing organisational, group and user interfaces;
- (f) provide coherent, timely and efficient decision-making; and
- (g) correspond with the key features of NELSA governance arrangements set out in this protocol.

## 5.3 **Leaders' and Mayor's board**

- (a) The **Leaders' and Mayors' Board** provides overall strategic oversight and direction to NELSA. This group will consist of:

**Authority One:** [The Leader]

**Authority Two:** [The Leader]

**Authority Three:** [The Leader)].

**Authority Four:** [The Mayor]

**Authority Five:** [The Leader]

**Authority Six:** [The Leader]

- (b) The remit of the Leaders' and Mayors' Board is to:
  - (i) direct NELSA policy and strategy
  - (ii) provide clear political direction to NELSA
  - (iii) agree the annual budget for NELSA
  - (iv) provide a forum for discussion and debate by key Councillors on matters of strategic significance for north east London
  - (v) act as champions and ambassadors for north east London

- (c) The Leaders' and Mayors' Board shall be managed in accordance with the terms of reference set out in B to this Protocol.
- (d) **Task and Finish Groups** Individual Task and Finish Groups will be set up for each specific task or project, as and when necessary, to be decided by the Leaders' and Mayors' Board. Once the Leaders' and Mayors' Board has decided that a Task and Finish Group has been deemed to have achieved the aims and objectives stated it will then be dissolved and no longer exist for the purposes of that particular task or project.
- (e) Each individual Task and Finish Group will provide strategic management of NELSA's activities for each task and project it has been set up for. It will provide assurance to the Leaders' and Mayors' Board that the Key Objectives are being met and that NELSA is performing within the boundaries set by the Leaders' and Mayors' Board. Included within the Task and Finish Group's duties are:
  - (i) to provide guidance on NELSA policy and strategy;
  - (ii) provide operational input to NELSA;
  - (iii) agree and monitor the delivery of the workplan;
  - (iv) receive progress reports and monitor its own outputs and outcomes to ensure compliance with the purpose of the Task and Finish Group and NELSA's Key Objectives;
  - (v) monitor the budget assigned to the Task and Finish Group to carry out the brief given to it by the Leaders' and Mayors' Board and ensure all work is conducted within budgetary restraints;
  - (vi) make decisions about the immediate goals of the Task and Finish Group;
  - (vii) Agree reports to be sent to the Leaders and Mayors' Board
  - (viii) Provide a forum for discussion and debate by senior officers of member organisations on matters of strategic significance for north London
  - (ix) Act as champions and ambassadors for north east London
- (f) The Task and Finish Groups' will consist of officer representatives from each of the parties. The Task and Finish Groups' shall have responsibility for the creation and execution of the project plan and deliverables, and therefore it can draw technical, commercial, legal and communications resources as appropriate into itself.. As each party to this Agreement is required to adhere to its own Authority's Constitution and internal procedure rules, each representative of every Authority on each Task and Finish Group is obliged to ensure that its own internal approvals and authority requirements are

complied with in order to proceed with implementation of any workplan that has been discussed and agreed upon within its Task and Finish Group and before any proposal is submitted in final format to the Leaders' and Mayors' Board.

- (g) The Task and Finish Groups' shall meet regularly on a basis to be decided by each Group.

#### 5.4 Reporting

Project reporting shall be undertaken at three levels:

- (a) **Task and Finish Groups:** Minutes and actions will be recorded for each Task and Finish Group meeting. Any additional reporting requirement shall be at the discretion of the Task and Finish Group.
- (b) **Leaders' and Mayors' Board:** Reporting shall be quarterly based on the minutes from the relevant Task and Finish Group highlighting: Progress this period; issues being managed; issues requiring help (that is, escalations to the Leaders' and Mayors' Board) and progress planned next period and/or aligned with the frequency of the Leaders' and Mayors' Board meetings.
- (c) **Organisational:** the Task and Finish Group members shall be responsible for drafting reports into their respective sponsoring organisation as required for review by the Task and Finish Group before being issued.

## 6. ROLES AND RESPONSIBILITIES

- 6.1 The parties shall undertake the following roles and responsibilities to deliver NELSA's Key Objectives:
- 6.2 The responsibility for management of the membership fees and any other financial matters will be decided by the Leaders' and Mayors' Board and this responsibility will be governed by a separate agreement to this Protocol to be agreed upon by all Parties to this Protocol.
- 6.3 The Authority holding the chair at any given time will be responsible for providing secretarial support to the Leaders' and Mayors' Board meetings. This will include arranging dates, room bookings, meeting logistics and minute taking. The Chief Executive of the local authority which holds the Chair of NELSA will provide support and advice to the Chair of NELSA.



## **7. ROLE OF COUNCILLORS**

- 7.1 The first Chair of NELSA will be the Leader of Authority Six and thereafter appointed in accordance with clause 7.3.
- 7.2 The Chair will take executive leadership of NELSA through chairing the Leaders' and Mayors' Board, leading other strategic meetings as required, being the key advocate for north east London through NELSA, and corresponding on behalf of NELSA.
- 7.3 The Chair will rotate between the local authorities alphabetically every 2 years from the date of the Annual General Meeting. The period of office will normally be two years, subject to clause 7.5 upon the Chair no longer being a member of his/her respective Authority and subject to the Chair tendering his/her resignation in accordance with clause 10.1 either event to invoke the appointment of a new Chair who shall be the Leader or Mayor of the next Authority due to take up the Chair under the alphabetical rotation system.
- 7.4 The condition precedent for the role of Chair is that in order to be a Chair the Chair must be either a Leader or a Mayor of his/her respective Authority. If an incumbent Chair loses this position within his/her own Authority then this will invoke an automatic review of the Chair's role and the leadership of NELSA and the incumbent Chair must step down within one day of no longer being a Leader or Mayor of his/her own Authority. A new Chair will be appointed in accordance with clause 7.3 of this Protocol.
- 7.5 Furthermore, any member of the Leaders' and Mayors' Board must be an elected councillor of his/her Authority. If any member loses this position within his/her Authority then he/she will step down from the Leaders' and Mayors' Board within one day of no longer being a member of his/her Authority.
- 7.6 The Annual General Meeting of NELSA will usually take place within two months of July in each year.

## **8. ESCALATION**

- 8.1 If any party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to NELSA the matter shall be promptly dealt with by the officer of each party affected working with other officers of all the other parties to formulate responses and resolve the matter. No action shall be taken in

response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect NELSA without the prior approval of the Leaders' and Mayors' Board.

## **9. INTELLECTUAL PROPERTY**

- 9.1 The parties intend that any intellectual property rights created in the course of the NELSA's activities shall vest in the party whose employee created them (or in the case of any intellectual property rights created jointly by employees of both parties in the party that is lead party for the part of the project that the intellectual property right relates to).
- 9.2 Where any consultant/consultancy firm is employed by any Authority party to this Protocol for the purposes of any activity or the achievement of any of the Key Objectives of NELSA then that Authority agrees that whilst the intellectual property rights produced by that consultant/consultancy firm vest in that Authority it agrees to grant an irrevocable licence to the other parties to this Protocol for the use of those intellectual property rights for the purposes of NELSA activities.
- 9.3 Where any intellectual property right vests in either party in accordance with the intention set out in clause 9.1 above, that party shall grant an irrevocable licence to the other parties to this Protocol to use that intellectual property for the purposes of NELSA's activities.

## **10. RESIGNATION**

- 10.1 Any Authority who wishes to resign as a member of NELSA shall give written notice of its resignation to the Leaders' and Mayors' Board and its resignation shall be effective on the date falling three months after the date of receipt by the Leaders' and Mayors' Board of such written notice.
- 10.2 Any such resignation tendered in accordance with clause 10.1 shall have no effect on the continuation of NELSA as an alliance of the remaining Authorities party to this agreement unless and until there is only one member Authority remaining, upon which NELSA will automatically dissolve.
- 10.3 If any member has not paid its annual membership fees within three months that payment is due then it is agreed that that member has impliedly resigned as a member of NELSA and from the date of the third month that the membership fee was due is no longer a member of NELSA and will no longer hold itself out as a member of NELSA.

- 10.4 Once an Authority tenders its resignation of NELSA it agrees that all work it has created for the purposes of NELSA's activities and any intellectual property rights it may hold in accordance with clause 9 will become the property of NELSA and the resigning Authority no longer has any right to such work and/or intellectual property.
- 10.5 Once an Authority has tendered its resignation it shall not be entitled to any refund of its membership fees for the remaining term of that year's membership costs.
- 10.6 The resigning party agrees to pass onto the remaining parties to this Protocol all work initiated or created by the resigning party for the purposes of NELSA's activities and/or achievement of NELSA's Key Objectives.
- 10.7 The resigning party agrees that upon the date its written resignation notice is tendered it does not have share of any the assets accrued by NELSA, but it will have a share of any liabilities accumulated while it was a member of NELSA. The resigning party therefore agrees to contribute towards any liabilities accrued during its time as a NELSA member in equal proportion to the remaining members. The resigning party will not be responsible for any new liabilities incurred on and/or after the date of its written resignation notice.

## **11. TERM AND TERMINATION**

- 11.1 This Protocol shall commence on the date of signature by all parties and shall continue in force for an indefinite period of time or until it is terminated in accordance with clause 11.2.
- 11.2 This Protocol will terminate if it is agreed at Leaders' and Mayors' Board that there is no longer the financial funding available and/or political will for the continuation of NELSA.

## **12. VARIATION**

- 12.1 This Protocol, including the Annexes, may only be varied by written agreement of the Leader's and Mayors' Board.
- 12.2 Any proposal to alter the Protocol must be submitted in writing to the Chair of the Leaders' and Mayors' Board at least 28 days prior to the meeting of the Board at which the proposal will be considered.

12.3 The member authorities will always seek to reach consensus but in the event that consensus cannot be reached any proposal to alter this Protocol may be carried by a resolution by a majority of all of the member authorities.

**13. CHARGES AND LIABILITIES**

13.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this Protocol.

13.2 The parties agree to each contribute an annual membership fee for the funding of NELSA, the details of which are set out in Annex D.

13.3 All parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and none of the parties intends that any other party shall be liable for any loss it suffers as a result of this Protocol.

**14. STATUS**

14.1 The parties enter into the Protocol intending to honour all their obligations.

14.2 Nothing in this Protocol is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

14.3 This Protocol is not intended to be legally binding but has been created to govern an informal working arrangement between the parties to this Protocol.

Signed for and on behalf of the London  
Borough of Barking and Dagenham  
Signature: .....  
Name: .....  
Position: .....  
Date: .....

Signed for and on behalf of the London  
Borough of Enfield  
Signature: .....  
Name: .....  
Position: .....  
Date: .....

Signed for and on behalf of the London  
Borough of Havering

Signature: .....  
Name: .....  
Position: .....  
Date: .....

Signed for and on behalf of the London  
Borough of Newham

Signature: .....  
Name: .....  
Position: .....  
Date: .....

Signed for and on behalf of the London  
Borough of Redbridge

Signature: .....  
Name: .....  
Position: .....  
Date: .....  
Date: .....

Signed for and on behalf of the London  
Borough of Waltham Forest

Signature: .....  
Name: .....  
Position: .....  
Date: .....  
Name: .....  
Office address: .....  
.....  
Tel No: .....  
E-mail Address: .....

## **Annex A. Information Sharing Protocol and LBWF Data Protection Policy**

1. Whilst it is not envisaged that the Parties to this Protocol will exchange any personal data or sensitive personal data it is acknowledged that the Parties may have to share other information of a confidential nature with each other in order to achieve the Key Objectives of NELSA.

2. The Parties recognise that there are risks associated with the sharing of personal or sensitive information to conduct official Authority business, particularly in relation to each Authority's need to collect, process and protect data in line with legal requirements including the Data Protection Act 1998, Freedom of Information Act 2000, Public Records Act 1958, Copyright and Disability Discrimination legislation. No matter how data and information is shared, if personal data is collected and recorded by each individual Authority, under the Data Protection Act 1998 that Authority remains the data controller even when the information is shared with another Party to this Protocol.

3. The Parties to this Protocol agree that they shall only share information for a specified or recorded purpose and it is lawful to share the information.

4. In respect of any Confidential Information the Parties may receive from another party ("the Discloser") and subject always to the following provisos each Party ("the Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:

- (a) the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of this Protocol;

5. the provisions of this Clause shall not apply to any Confidential Information which:-

(a) is in or enters the public domain other than by breach of this Protocol or other act or omissions of the Recipient;

(b) is obtained by a third party who is lawfully authorised to disclose such information; or

(c) is authorised for release by the prior written consent of the Discloser; or

(d) the disclosure of which is required to ensure the compliance of the Authority with the Freedom of Information Act 2000 (the "FOIA").

6. The Recipient shall take all necessary precautions to ensure that all Confidential Information obtained from the Disclosing Authority under or in connection with the purposes of NELSA:-

(a) is given only to such staff and professional advisors or consultants engaged to advise it in connection with the Protocol as is strictly necessary for the performance of the Key Objectives and only to the extent necessary for the performance of the Key Objectives;

(b) is treated as confidential and not disclosed (without prior approval from the Disclosing Authority) or used by any staff of the Recipients or such professional advisors or consultants otherwise than for the purpose for which it is shared.

(c) Nothing in this Protocol shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law. However, in the spirit of the joint working arrangements under this Protocol the Recipient shall notify the Disclosing Authority prior to any such disclosure of Confidential Information unless it has specifically been estopped from doing so.

7. Each Party acknowledges that each other Party is or may be subject to the FOIA. Each Party notes and acknowledges the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions (the "Codes of Practice") and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004 as may be amended, updated or replaced from time to time (the "EIR"). The Parties will act in accordance with the FOIA, the Codes of Practice and EIR (and any other applicable codes of practice or guidance.)

8. The Parties agree that:

(a) the provisions of this Protocol are subject to the respective obligations and commitments of each Authority under the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and EIR;

(b) subject to Clause 8(c), the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for the Authority who has been requested for the information but the Parties agree to work together in accordance with clause 8.1 of the Protocol ;

(c) where the Authority is managing a request as referred to in Clause 8(b), the other Parties shall co-operate with the Authority making the request and shall

respond within five (5) Working Days of any request by it for assistance in determining how to respond to a request for disclosure.

## 9. DATA PROTECTION

9. The Parties shall comply with the Data Protection Act 1998 ("the 1998 Act") and any other applicable data protection legislation. In particular the Parties agree to comply with the obligations placed on them by the seventh data protection principle ("the Seventh Principle") set out in the 1998 Act, namely:

(a) to maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on the Parties by the Seventh Principle;

(b) only to process Personal Data for and on behalf of the Authority, in accordance with the instructions of the Authority and for the purpose of performing its obligations under the Contract and to ensure compliance with the 1998 Act;



Title LBWF Data Protection Policy

## Contributors

Development of this policy was assisted through information provided by the following organisations:

- Information Commissioner's Office

## 1. Policy Statement

The Waltham Forest Council ("the Council") is required to maintain certain personal data for the purposes of satisfying operational and legal obligations. The Council recognises the importance of correct and lawful treatment of personal data; it maintaining confidence within the organisation and those who deal with it and allows for successful business operations.

## 2. Scope and Policy Status

This policy has been approved by the Senior Management Board and applies to:

- Councillors, the executive, committees and other member bodies
- All departments and services
- Partner agencies, e.g. health and the Police
- Employees and agency or other locum staff.
- Volunteers and those on work experience who have access to personal data.
- Contractors who have access to personal data.
- Agents of the Council who have access to Waltham Forest Council information, information systems or IT equipment.

## 3. Purpose

The Council needs to collect and use certain types of personal data about the people it deals with in order to operate and discharge its statutory functions and achieve its priorities for the borough. The personal data may include information relating to current, past and prospective employees, tenants, customers, residents, councillors, suppliers, electors, clients and others with whom it communicates. The personal data, whether it is held on paper, on a computer or any other media will be subject to the appropriate legal safeguards as specified in the Data Protection Act 1998 (the Act).

The Act requires that the Council puts in place safeguards to ensure that personal data is dealt with lawfully however it is collected, recorded and used – whether on paper, in a computer, or recorded on other material.

The Council will fully adhere to the eight Data Protection principles in the Act, which specify the legal conditions that must be satisfied in relation to all processing of

personal data including obtaining, handling, processing, transportation, storage and disposal of personal data.

The principles require that personal data is:

- I. Processed fairly and lawfully and will not be processed unless certain conditions are satisfied.
- II. 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.
- III. Adequately, relevant and not excessive in relation to the purpose or purposes for which they are processed.
- IV. Accurate and, where necessary, kept up to date.
- V. Not be kept for longer than is necessary for that purpose or those purposes
- VI. Processed in accordance with the rights of data subjects under the Act,
- VII. Kept secure from unauthorised or unlawful processing and protected against accidental loss destruction or damage by using the appropriate technical and organisational measures
- VIII. 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.

#### 4. Compliance with the Principles:

In order to meet the requirements of the principles the Council will:

- Observe fully the conditions regarding the fair collection and use of personal data
- Meet the obligations to specify the purpose for which personal data is used
- Ensure the quality of personal data
- Apply appropriate checks in order to determine the length of period personal data is held and securely dispose of personal data thereafter
- Take appropriate technical and organisational security measures to safeguard personal data
- Collect and process appropriate personal data only to the extent that it is needed to ensure quality of personal data that is used.
- Ensure personal data is not shared with third parties or transferred abroad without proper safeguards

The Data Protection Policy should be read in conjunction with the following policies and procedures made to implement the policies in practice:

- (i) ICT Acceptable Use Policy
- (ii) Information Governance Policy
- (iii) Information Security Policy
- (iv) Records Management Policy

The Council's data protection management framework will:

- Ensure the Council's DPA notification with the ICO is renewed annually before it expires.
- Observe the conditions regarding the fair collection and use of personal data, including the requirements for appropriate privacy notices and obtaining consent of data subjects.
- Meet its legal obligations to specify the purposes for which personal data is used, including the requirements for appropriate privacy notices.
- Collect and process only adequate and relevant personal data, and only to the extent that it is needed to fulfil operational needs or to comply with any legal requirements.
- Take reasonable steps to ensure the quality of the personal data that is collected and used.
- Adopt appropriate information sharing protocols and agreements and ensure all staff are aware when it is appropriate and legal to share personal data with other departments or external organisations.
- Have a clear retention policy for all personal information and apply processes so that it is not kept for longer than necessary.
- Provide clear information to individuals about their rights under the Act and ensure we respond appropriately to any requests from individuals about their personal data e.g. the right to prevent processing in certain circumstances and the right to correct, rectify, block or erase information which is regarded as incorrect.
- Take appropriate technical and organisational security measures to safeguard personal data.
- Ensure that personal data is not transferred abroad without suitable safeguards.
- Have clear procedures for subject access requests and monitor compliance.
- Ensure all employees and other staff are aware of their obligations under the Act from induction onwards.
- Ensure all staff managing and handling personal data is appropriately trained to do so.
- Ensure all staff managing and handling personal data is appropriately supervised.
- Ensure enquiries and complaints from the public about the handling of personal data are promptly and politely dealt with.
- Regularly monitor and review data processing to ensure compliance and best practice.

- Ensure there is an incident management process in place for dealing with breaches of personal data security. Where appropriate report, data breaches to the ICO.

## 5. Definitions

### Personal Data:

means information (including expression of opinion) about a living individual who can be identified from the data alone or any other data that the Council holds or is likely to hold in the future.

Sensitive Personal Data is personal data that relates to an individual's:

- (a) the racial or ethnic origin
- (b) political opinions.
- (c) religious beliefs or philosophical beliefs of a similar nature.
- (d) Membership of a trade union (within the meaning of the Trade Union and Labor Relations (Consolidation) Act 1992).
- (e) physical or mental health or condition.
- (f) sexual life.
- (g) commission or alleged commission of any offence.
- (h) legal proceedings or sentencing for any offence.

The Data Controller: A person or organisation which holds personal data or sensitive personal data and controls how it is used. The Council is a data controller

Data Processor: A person or organisation which processes personal data on behalf of the data controller but does not decide how the data is used. The Council's contractors are data processors

Data Subject: The individual who is the subject of the personal data

Processing: Processing is very broad and includes all activities relating to personal data such as collecting, using, disclosing, storing, altering, erasing, destroying, disseminating, blocking and recording personal data

More detailed information can be found on the Information Commissioner's website:

[http://www.ico.gov.uk/for\\_organisations/data\\_protection/the\\_guide.aspx](http://www.ico.gov.uk/for_organisations/data_protection/the_guide.aspx)

## 6. The Council's Designated Data Controller

The Council's designated data controller is the Senior Information Risk Officer (SIRO) who is responsible for ensuring compliance with the Act and implementation of this policy on behalf of the Chief Executive.

Any questions or concerns pertaining to the operation and interpretation of this policy should be taken up in the first instance with the designated Data Protection Officer who will then consult with the SIRO.

Currently, the SIRO is Paul Golland, Chief Information Officer and the DPO is Ikenna Akpom, Information Governance & Security Officer.

#### 7. Risks of Non-Compliance with the Act

Suspected breaches of the Act must be reported to the Information Governance and Security Officer, who will then determine whether or not a report must be made in accordance with the relevant Council's procedure to the ICO. Breaches of the Act may be a matter that is reportable to the ICO, however, this would be determined by the nature of the breach and the current Council's Procedures.

The Council's Code of Conduct requires employees to comply with the Act and the Council's broader duty of confidentiality. A breach of the Act and / or this policy may therefore may result in disciplinary action. Further, it is important to remember that individual can be held liable for both criminal and civil proceedings by the Information Commissioner or any other individual data subject who suffers damage due to a breach.

#### 8. Management Responsibility

Managers are responsible for ensuring compliance within their service and that staff are aware of their responsibilities as set out in this policy especially where Directorates possess or work with personal information. Directors are responsible for compliance within their directorate.

#### 9. Subject Access

All individuals who are the subject of personal data held by the Council are entitled to:

- Enquire about what information the Council hold on them and why
- Ask how to gain access to it and, subject to certain exceptions and conditions, be provided with a copy of their personal data.
- Be informed on how to keep it up to date
- Be informed what the Council is doing to comply with its obligations under the Act.

See 12 below.

#### 10. Employee Responsibilities

All council employees are responsible for:

- Ensuring that they comply with all data protection policies and procedures in their day to day work
- Attend all relevant training and read and comply with any guidance notes, newsflashes and other awareness raising materials
- Checking that personal data that they provide to the Council is accurate and up to date

- Informing the Council of any changes to information which they provided (change of address)
- Checking any personal information that the Council may send out from time to time, providing details of information that is being kept and processed.

#### 11. Data Security

There is an overarching need by the Council to ensure that the appropriate security measures are taken when holding or handling personal data. All staff are responsible for ensuring that:

- Any personal data that is held is kept securely
- Personal information is not disclosed to any unauthorised third party (either in writing or orally).

#### 12. Right to Access Information

All individuals who are the subject of personal data held by the Council have the right to access personal data, however, this right is subject to certain exemptions set out in the Act. Any individual who wishes to make a subject access request should do so centrally to the Council's Complaints Team. The request will be recorded by the Information Officer and an acknowledgement is issued before the Request is then directed to the appropriate service area for processing. The Council is required to comply with the 40 day period to deal with Subject Access Request and the requested fee by the Council must be paid and proof of identity is also required. The Council reserves the right to charge the maximum fee payable for each subject access request. The Council aims to comply with request for access to personal information as quickly as possible and ensure that it is provided within the 40 day of receipt of a completed form.

#### 13. Publication of Council information

Information already within the public domain is exempt from the 1998 Act.

The Council has a specific Publication Scheme in relation to Freedom of Information and also publishes information relation to Council's priorities, policies overview and advice and guidance. Any individual who has a good reason for wishing information within such publications should remain confidential should contact the Council's data protection officer or SIRO.  
<http://www.walthamforest.gov.uk/Pages/Services/foi>

#### 14. Subject Consent

In many instances the Council may only process personal data with the consent of the individual concerned. Where sensitive personal data is concerned, for example, data relating to health, race, gender, criminal convictions express consent to processing the data must be obtained. Any processing without consent must be lawful, i.e. the purpose of processing must be necessary and comply with one or more of the other conditions that the Data Protection Act sets out. For example,

the processing of certain sensitive data is necessary to operate the Council's policies such as health and safety and equal opportunities and may be processed without explicit consent where appropriate.

#### 15. Data Retention, Storage and Destruction:

Effective file keeping and data management are vital to all the Council to carry out its business functions.

In order to comply with the 1998 Act, personal data must be:

- Retained for only as long as necessary. The Council has a records retention schedule, which identifies statutory and corporate retention periods. Where no statutory period is identified, 6 years is regarded as the maximum period for retention, though a shorter period may sometime be appropriate.
- Retrievable and easily traced from storage
- All data and records should be stored securely to avoid misuse or loss.
- Stored appropriately having regards to confidentiality and the sensitivity of the material recorded
- All information of a confidential or sensitive nature must be securely destroyed when no longer required.

The Council has a Records Management Policy that provides further details in respect of procedures surrounding retention, storage and destruction of data.

#### 16. Information Governance

The Council has developed an Information Governance Strategy and Policy that sets out the Council's approach to effective information governance arrangements. The aim of the Strategy will be to ensure legal compliance and to that personal data controlled by the Council is used for the better delivery of Council services for the benefit of residents and the borough.

The objectives of the Information Governance Policy will be:

**Information Security:** To apply security measures that are appropriate to the contents of information

**Legal Compliance:** To achieve a balance between security and openness and comply with the relevant legislation.

**Information Quality:** To support the provision of quality service by the availability of quality information.

**Information & Records Management:** To ensure that the storage, movement, archiving, disposal of information and records is properly managed.

Information Sharing: To ensure that information is effectively shared internally and between partner organisations while complying with the law and best practice standards.

Awareness and Guidance: To develop supporting arrangements which provide employees with training thereby raising awareness and gaining access to information governance policies and guidance.

The Strategy will provide clear direction to managers and staff and an information governance structure led by an Information Governance Board (IGB) has been set up in order to promote and managed information governance and security within the Council.

#### 17. Role and Responsibilities (see also 8 & 10 above)

Key roles in data protection compliance are set out below:

Chief Executive: Overall responsibility and accountability of information governance within the organisation.

Senior Information Risk Officer

(SIRO): The Information Governance Lead within the Council and is nominated by the Chief Executive. In addition, the SIRO is the chair of the Information Governance Board.

Caldicott Guardian: A Caldicott Guardian is the officer responsible for protecting the confidentiality of social care service user information and enabling appropriate information-sharing. Currently, this is the Head of Assessment and Care Management of the Council.

Information Asset Owners: Are senior members of each directorate and is a nominated officer for one or more identified information asset of the Council. The information Asset Owner has to identify and document the scope of the of all information assets the own. In addition, IAO review and prioritise the perceived risks and oversight of actions agreed to mitigate those risks.

All Managers: Should ensure that the requirements of the Information Governance policy are built into local procedures and an on-going compliance takes place on a daily basis.

All Staff are responsible for ensuring that they comply with the Information Governance policy and security policies and procedures that are relevant to their service.

#### 18. Complaints about Data Protection



Complaints in relation to breaches of data protection will be dealt with under the Council's Corporate Complaints procedure. If dissatisfied with the Council's response, any individual may make a complaint to the Information Commissioner who may carry out an assessment as to whether or not the Council has fully complied with the requirements of the Act. The ICO will normally write to the Council with its decision but in more serious cases may take enforcement action requiring the Council to take steps to comply with the Act and / or in the most serious cases may initiate criminal proceedings for offences under the Act

#### 19. Advice and Training

The Council has appointed its Data Protection Officer, as required, to help meet the aims and requirements of the Act. As far as practicable, the Council will provide training for employees and members to comply with this Policy.

The Council's Organisational Development team has developed e-learning packages in respect of data protection and protecting information. Specialist e-learning courses on matters relating to social care information also exist and Legal Services also provide specialist training.

The Council's Legal Service provides advice in relation to data protection and information law matters, including but not limited to policy matters, individual subject access requests, exemptions, disclosures and ICO complaints.

#### 20. Policy Governance

The following table identifies who within Waltham Forest Council is Accountable, Responsible, Informed or Consulted with regards to this policy. The following definitions apply:

- Responsible – the person(s) responsible for developing and implementing the policy.
- Accountable – the person who has ultimate accountability and authority for the policy.
- Consulted – the person(s) or groups to be consulted prior to final policy implementation or amendment.
- Informed – the person(s) or groups to be informed after policy implementation or amendment.

Responsible	Information Governance and Security Officer
Accountable	Head Of ICT (Senior Information Risk Owner)
Consulted	Information Governance Board
Informed	All Council Employees, All Temporary Staff, All Contractors.

#### 21. Monitoring, Review and Revision

The Information Governance Board will agree monitoring processes of the level of compliance with the Act within the Council. Non-compliance identified in the

monitoring process will be reported to the relevant Director and regular reports will be provided to Management Board. Compliance with the Council's duties in respect of subject access requests form part of the Council's performance management framework.

This policy will be reviewed as it is deemed appropriate, but as a minimum every 12 months and will be undertaken by the Information Governance and Security Officer and submitted to the Information Governance Board.

## **Annex B. For any kind of Leaders' and Mayors' Board terms of reference**

The meetings of the Leaders' and Mayors' Board will be chaired by the Chair of NELSA or her/his Vice Chair.

The first Vice Chair of NELSA shall be the Leader or Mayor of Authority Six and thereafter on rotation in accordance with the principles of clause 7.3.

Membership of the Leaders' and Mayors' Board is limited to members from the 6 key partner organisations. The Leaders' and Mayors' Board may invite persons who are not members of the Leaders' and Mayors' Board to attend meetings in an advisory capacity, but such persons will not have voting rights.

Substitutions at the Leaders' and Mayors' Board will be allowed providing that the substitute is a bone fide representative and an executive member of the body nominating the substitute.

In order for the Board to make decisions of an important nature which affect the management or policy of NELSA then NELSA would require an attendance of at least 4 out of the 6 key partner organisations to be present.

The majority of decisions made by partners are by consensus and dependent on reaching mutual accord. This is an important facet of the work of NELSA as it encourages and nurtures partnership working for the benefit of the sub-region. However, it is accepted that, on occasions, decisions may have to be made by voting. Decisions will be made by a simple majority, with each of the 6 key partner organisations having one vote. Voting should be through Members, however if a Councillor from one of the key partner organisations is not present then a senior officer of that local authority may vote in her/his place. Voting will be by a show of hands. In the event of an equality of votes, the Chair will be entitled to a second or casting vote.

Meetings of the Leaders' and Mayors' Board will be held on a on a quarterly basis.

## **Annex C Task and Finish Groups' Terms of reference**

The meetings will be chaired by either the CEO or the most appropriate officer as decided by the Leaders' and Mayors' Board of the Local Authority which holds the Chair of NELSA, or a substitute nominated by the Chair, or agreed at the meeting, if s/he is unable to attend.

Membership of the Task and Finish Groups' will be drawn from officers of the member authorities. The Task and Finish Groups' may invite persons who are not members of the Task and Finish Groups' to attend meetings in an advisory capacity, but such persons will not have voting rights.

Substitutions at the Task and Finish Groups' will be allowed providing that the substitute is a bone fide representative of the body nominating the substitute.

In order for the Task and Finish Group to make decisions of an important nature which affect the outcome of the Group, its purpose, the Key Objectives, the budget and any other such issues then the Task and Finish Group would require an attendance of at least 4 out of the 6 key partner organisations to be present.

The majority of decisions made by partners are by consensus and dependent on reaching mutual accord. This is an important facet of the work of NELSA as it encourages and nurtures partnership working for the benefit of the sub-region. However, it is accepted that, on occasions, decisions may have to be made by voting. Decisions will be made by a simple majority, with each of the 6 member organisations having one vote. Voting will be by a show of hands. In the event of an equality of votes, the Chair will be entitled to a second or casting vote.

Each member of the Task and Finish Groups' shall be responsible for reporting that Board's deliberations to its respective body or organisation and for implementing any actions agreed by their representative at the Task and Finish Groups'

## **Annex D Contributions**

[INSERT DETAILS OF CONTRIBUTIONS (INCLUDING FINANCIAL, STAFFING, PREMISES, USE OF IT ETC) THAT THE PARTIES ARE WILLING TO COMMIT. THIS SHOULD ALSO INCLUDE ANY ARRANGEMENTS FOR CROSS-CHARGING AND OTHER PROJECT COSTS (FOR EXAMPLE ANY CONSULTANT'S COSTS THAT MAY NEED TO BE PAID)]

Each Authority shall pay the total sum of £10,000 per year as membership fees in accordance with clause 4 of this Protocol Agreement. This funding will provide funding for the events, campaigns and publications and expert advice.

The fees payable shall be paid as a single lump sum at the start of each financial year for the whole term of the Protocol until it is terminated in line with clause 12.2 above.

The full details of the management of the membership contributions shall be set out in a separate, legally binding agreement between the six Parties to this Protocol.