



# **INFORMATION SHARING AGREEMENT**

**Care Inspectorate**

**And**

**The Mental Welfare Commission**

December 2024

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**I. Introduction**

1. The purpose of this agreement is to clarify the responsibilities of Social Care and Social Work Improvement Scotland (to be known as the “Care Inspectorate”) and the Mental Welfare Commission for Scotland (to be known as “The Commission”) to ensure that the two organisations complement and facilitate the achievement of each other’s respective roles and functions and to set out the information sharing arrangements between them.
2. The working relationship between the Care Inspectorate and the Commission is part of the maintenance of an assurance system for health and social care in Scotland with a view to achieving the purpose of protecting the welfare of persons who have a mental illness, learning disability, dementia and associated conditions and the scrutiny and improvement of services for their care and treatment, within the respective Parties statutory remit.
3. Both Parties have functions prescribed by law and written in statute which provide a lawful basis for sharing personal, sensitive data where sharing is necessary for the exercise of those functions, proportionate, and carried out in accordance with the rights of the data subjects.
4. All arrangements for the collaboration and exchange of relevant information set out in this agreement takes into account and should be construed and applied in accordance with relevant Data Protection, Human Rights and Freedom of Information legislation. The organisation to whom the data is transferred will become the data controller of that information for the purposes for which it is transferred. Nothing in this agreement means that either Party is processing data on behalf of the other.
5. This agreement does not override the statutory responsibilities and functions of the Care Inspectorate and the Commission and is not enforceable in law. However, the Care Inspectorate and the Commission agree to adhere to the contents of this ISA and review its operation on a regular basis.

## 1 The Parties

- **The Care Inspectorate** is a non-departmental public body. It was established under section 44(1) of the Public Services Reform (Scotland) Act 2010 (“the 2010 Act”) as an independent organisation responsible for the scrutiny and improvement of social care, social work and child protection services in Scotland. It is governed by its Board which is appointed by and accountable to Scottish Ministers.
- **The Mental Welfare Commission for Scotland (the Commission)** is an independent statutory body originally set up in 1960 under the Mental Health Act. The Commission’s current duties are set out in the Mental Health (Care and Treatment) (Scotland) Act 2003, with specific statutory functions under the Adults with Incapacity (Scotland) Act 2000 (the AWI Act). The Commission is accountable to Scottish Ministers for its statutory duties.

## **2 Business and legislative drivers**

The Commission acts to protect the welfare of individuals with mental illness, learning disability, dementia or related conditions. The Commission investigates cases where it appears that there may be ill-treatment, deficiency in care or treatment, or improper detention of any such person. It monitors the use of the mental health act and welfare provision of the AWI Act and it has a wider role in promoting best practice in the use of both; ensuring that the care and treatment of a person with a mental health condition is in line with the principles of mental health and incapacity law.

The Care Inspectorate has a number of duties and powers specified in the 2010 Act and regulations made thereunder. It has a general duty of furthering improvement in the quality of social services and in so doing, undertakes the registration and inspection of care services, the investigation of complaints about care services and the taking of enforcement action where necessary. The Care Inspectorate is also responsible for carrying out inspections of social work services whether alone or jointly with others. The statutory duty of the Care Inspectorate is to improve the quality of social services in Scotland.

Relevant legislation and guidance have been added in Appendix 4. Specific obligations to share and collaborate set out in legislation have been summarised in the next section.

### 3 Duty to cooperate, consult and inform

3.1 This agreement sets out an agreed framework for co-operation between the Care Inspectorate and the Commission. The Care Inspectorate and the Commission will generally cooperate with a view to achieving the purpose of protecting the welfare of persons who have a mental illness, learning disability, autism, dementia and or associated condition and the scrutiny and improvement of services for their care and treatment. Both organisations are required to observe statutory provisions, including:

- Under section 96 of the 2010 Act, the Care Inspectorate must, in the exercise of its functions relating to the provision of guidance, advice or information, consult the Commission in every case in which it appears to the Care Inspectorate appropriate having regard to the Commission's functions.
- Under section 8a of the Mental Health (Care and Treatment) (Scotland) Act 2003 as amended by the 2010 Act, the Commission shall as it considers appropriate, raise any concerns (of a general or specific nature) with the Care Inspectorate about the provision of any social service as respects a person who has a mental disorder.
- Under Section 114 of the 2010 Act, as amended by the Police and Fire Reform (Scotland) Act 2012, both Parties have a statutory duty to cooperate and coordinate activity with a view to improving the exercise of the scrutiny function of the scheduled scrutiny authorities in relation to:
  - (a) local authorities
  - (b) social services
  - (c) health services, and
  - (d) policing

having regard to efficiency, effectiveness and economy.

The Commission's role in respect of independent social care services is that it may visit any individual with a mental illness, learning disability, autism, dementia and/or associated conditions in a variety of health and/or social care regulated settings, including care homes. The Commission may also visit people subject to welfare guardianship wherever the person lives. The Commission has the authority to investigate or give advice

regarding the care and treatment of people in any of these settings and to bring specific and general matters to the attention of independent health and/or social care providers.

- Section 16 and 17 of the Mental Health (Care and Treatment) (Scotland) Act 2003. Section 16 of Act gives the Commission the power to require that any patient records are presented to it for inspection. The power in section 16 to require the production of records for examination is in connection with any of the Commission's functions in the Mental Health (Care and Treatment) (Scotland) Act 2003 or the AWI Act.
- Relevant bodies listed in section 17 of the 2003 Act (including the Care Inspectorate) must do what is necessary to help the Commission carry out its duties.

In order to support the Parties to meet their respective statutory obligations as set out in this document the Care Inspectorate and the Commission agree to adhere to the contents of this ISA when exchanging relevant information, routinely or by exception. The Care Inspectorate and the Commission will review the operation of this ISA on a regular basis and in any case every 3 years.

3.2 To achieve these statutory provisions:

The Care Inspectorate and the Commission agree to exchange such information, routinely or by exception, as is necessary to fulfil their respective statutory duties, in particular:

The Commission will share the following information to the Care Inspectorate:

- When appropriate, an anonymised summary of any concerns arising from visits to individuals in receipt of registered care services (within the regulatory remit of the Care Inspectorate).
- National themed visit reports
- Investigation reports
- Advice notes and good practice guidance

The Care Inspectorate will send the following information to the Commission:

- Thematic reports
- Individual service reports where the Commission may have a specific interest or locus.

- The Care Inspectorate will inform the Commission of any welfare issues within the remit of the Commission's functions which give rise to any concern, from whatever source, as soon as reasonably practicable or will request that the relevant Health and Social Care Partnership inform the Commission directly of any issues arising.
- Information shared between the Parties will be done by way of the *pro forma* developed for this purpose and which constitutes Appendix 6 hereto.
- The Commission will inform the Care Inspectorate of any matter of specific or general interest brought to its attention in relation to areas of the Care Inspectorate's responsibility.
- More generally, both Parties will provide feedback from its activities on issues of mutual interest. The Commission will send copies of all relevant reports to the Care Inspectorate and vice versa.
- The exchange of information will take place within the earliest timescale deemed appropriate by the body holding the information.
- Contact, where necessary between officers of both organisations in respect of individual cases, will take place as permitted in terms of the Data Protection Act 2018 and GDPR.
- Both Parties will take necessary steps to protect the confidential nature of documents and information that the other may provide following the process set out in this sharing agreement.
- Contact between the Care Inspectorate and the Commission will be at an appropriate level within each organisation depending on the matter under discussion. The principal named officer for contact for the Care Inspectorate will be the Chief Executive or their delegate and for the Commission will be the Chief Executive or their delegate.
- The Care Inspectorate and the Commission may from time to time cooperate on joint projects with each body working to and within its respective remit. This includes joint inspections carried out at the request of Scottish Ministers. The organisations may also work together on production of advice, guidance and investigation of cases where both bodies have an interest.

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- The Care Inspectorate and Mental Welfare Commission will where necessary, share plans to visit establishments where both organisations have an interest.

#### 4 ISA. Data controllers, Scope and Purpose

##### 4.1 Name and details of the controllers who agree to share information

Legal name of Parties to ISA and Head Office address	Short name of the Party	Role in this agreement : Data Controller or Data Processor	ICO Registration
Social Care and Social Work Improvement Scotland  Compass House 11 Riverside Drive Dundee DD1 4NY	The Care Inspectorate	Data Controller	Z2582022
The Mental Welfare Commission of Scotland  Thistle House 91 Haymarket Terrace Edinburgh EH12 5HE	The Commission	Data Controller	Z9097121

Personal and sensitive information will only be shared under this ISA where there is a statutory power to do so and the conditions for processing as determined in the Data Protection Act 2018 can be met. Wherever possible, anonymised or pseudonymised information should be shared.

##### 4.1.1 Purpose(s) of the information sharing

Indicate how the data controllers will decide upon changes in the purposes of the sharing	Jointly or independently
	Jointly

Instructions for reaching agreement on any changes to purpose of the sharing are listed in the table in Appendix 1, List of Work instructions, policies and procedures.

#### 4.1.2 Legal basis for the processing and constraints

Without detriment of any other legal basis that may be applicable (e.g. criminal investigation, etc.) the following will usually be the core legal basis for each of the Parties to process the data in this agreement:

Legal basis	Party
UK GDPR 6.1(e) Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.	The Care Inspectorate and the Mental Welfare Commission
UK GDPR Article 9.2 (g) Substantial public interest, on the basis of Domestic law. This requirement is met as outlined under The DPA 2018 Section 8 and Schedule 1, Part 2 Paragraph 6 for the purpose of exercising a function conferred on a person by enactment or rule of law.	The Mental Welfare Commission and the Care Inspectorate

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Reference

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## 5 Description of the information to be shared

It is not envisaged that this agreement will lead to the sharing of identifiable categories or types of personal data held by either organisation on a regular or routine basis. Instead sharing will be on an individual basis. This means that there will be a need for the data controller who is sharing information to identify the purposes for sharing and lawful basis on each case. It is, though, possible to give some general guidance about when relevant data is likely to be held and the types of personal data that it may be proportionate and necessary to share.

Data category	Data Controller(s)	PD*
Personal data and sensitive personal data Including: <ul style="list-style-type: none"> <li>• name;</li> <li>• date of birth;</li> <li>• registered address;</li> <li>• contact details and/or email address;</li> <li>• details of complaints/concerns raised;</li> <li>• details of on-going investigations;</li> <li>• details of offences alleged to have been committed;</li> <li>• photographic identity/evidence documentation received;</li> <li>• details of any enforcement action; and</li> <li>• details of registered service.</li> </ul>	The Care Inspectorate / Commission	Y

(\* PD – refers to Personal data in the sense given within the UK General Data Protection Regulation (GDPR) and the Data Protection (UK, 2018) Act.

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The Parties will share information as provided for by this ISA using the *pro forma* set out in Appendix 6. agree this is the minimum amount of data needed to properly fulfil the purposes of this agreement.

Appendix 2 (Data items and adequacy), contains the list of all relevant data items/fields which it has been agreed can be shared under this ISA, indicating the source and the recipients, and any relevant supporting statement for information that may raise questions on data minimisation.

## 6 Description and manner of information sharing

### 6.1 Data flows

Data sharing may be initiated by either the Care Inspectorate or the Commission. Each organisation will provide the other with, and keep up to date details of, the appropriate contacts. The method of contact should be secure and appropriate for sharing sensitive Personal data.

When making a request the Parties should if possible, provide details of:

- The reason they are seeking data
- The statutory function it relates to and their lawful basis When considering sharing special category information it is important to note the lawful bases are "substantial public interest" and "vital interest requires protection". These are high standards and that should inform what and how much is shared. Information relating to criminal convictions is covered by rules similar to special category data and it is good practice to treat any sensitive personal data with the same level of care as special category data.
- Why they consider it possible the other Party hold the data
- Any Personal data required to ensure identification.
- What type of data they are seeking.

The recipient of the request will consider which information that they hold will be relevant for the recipient and their conclusions will be share with the recipient.

#### Data sharing

- Data will be shared only in a secure manner appropriate to the category of data being shared.
- The Parties will keep a record of
  - The purposes for which it is being shared
  - Whether and how any data subjects have been informed about the data sharing
    - Details of any special requirements or reasons to take extra care when handling the data

- Contact details for any questions.

The Parties will agree the timescale for responding considering the particular circumstances of the case. The Parties agree as a default timescale for responding is 28 days. When there is an imminent risk for the health and safety of the individuals the provider of the information should respond without undue delay.

## 6.2 How data/information is to be accessed, processed and used

Processing (descriptor)	Associated work instructions, policy or procedure (listed in Appendix 1) If applicable
Care inspectorate and the Commission will share information as detailed in section 5. Shared data will be reviewed by the relevant internal teams.	See appendix 1

## 6.3 Summary of how decisions are going to be made with regards to the manner of the processing.

Changes in the manner of the processing, apart from that involved in the transfer of Personal data between Care Inspectorate to the Commission, will be decided independently. For example, security measures - organisational or technical - or the means of investigation by. Impact assessments and preparatory work

As part of completing this document the set of filter questions on the Scottish Information Sharing Toolkit - Data Protection Impact Assessment (DPIA) was completed and that [no] DPIA was required.

The Data Protection Impact Assessment reviews must be implemented by the responsible Party. Deadlines and follow up to progress on those actions will be established as part of the DPIA review process.

## 7 Privacy information (transparency requirement)

Information is available in the privacy notice on Care Inspectorate and the Commission websites. The Care Inspectorate and the Commission have considered the benefits and risks for data subjects, and determined not sharing this information may be detrimental for the interest of data subjects using care services, and in some cases could have serious adverse consequences to their vital interests. A copy of this agreement, redacted as required to remove any personal data, will be published by the Parties on their respective websites.

List of relevant Fair Processing Notice(s)

- [The Mental Welfare Commission for Scotland Privacy Notice](#)
- [Care Inspectorate Core Privacy Notice](#)

## 8 Accuracy of the information

All reasonable steps must be taken to ensure that any person who has received information under this agreement or is notified of any relevant changes and if any inaccuracies are found the necessary amendments will be made.

Decisions about deceased or data subjects should never be made by referring to inaccurate, incomplete or out-of-date information.

The Party sharing data will seek to ensure that it is up-to-date and accurate before it is shared. If either Party becomes aware of any concerns about the accuracy or quality of the data after it has been shared, they should contact the other Party as soon as possible.

Each Party shall ensure that the Personal data is:

- i. Adequate, relevant and limited to what is necessary in relation to the purposes for which the Personal data is processed under this ISA; and
- ii. Accurate and, where necessary, up to date; having taken every reasonable step to ensure that any inaccurate Personal data (having regard to the purposes for which the Personal data is processed under this ISA) has been erased or rectified.

## **9 Data retention and secure disposal**

Personal data will be held, processed and then destroyed securely in accordance with the retention schedule of each Party.

## **10 The rights of individuals**

### **10.1 Subject access request, FOI and data portability.**

Requests for personal information will be processed and responded to using the standard SAR procedure within each Party.

Freedom of information requests will be processed and responded to using the standard FOI procedure within each Party. If one Party receives a request for information (FOI) that originated from the other, the receiving Party will inform the other Party as a matter of courtesy where appropriate.

### **10.2 Objection or restriction to processing, rectification and erasure.**

Objections to processing and requests for rectification and erasure could be presented to either of the Parties following their own process. The first recipient of such a request should contact the relevant Data Protection Officer in the Care Inspectorate or the Commission.

Objection or restriction to processing, rectification and erasure is not applicable for investigations for law enforcement purposes.

## 11 Security, risk and impact of the processing

- ✓ All relevant Security Policies applicable to the Parties and systems used in this proposal are available and listed in Appendix 1.
- ✓ A qualified Information Security Officer has reviewed the adequacy of the attached Security Policies and has advised on the technical and organisational security risk level.
- ✓ A suitable process to document and monitor the security risk described in the Information Security and Governance Policies listed in Appendix 1.

The security measures put in place across the Parties ensure that:

- ✓ Wherever special categories of data are transmitted electronically, Transport Layer Security (TLS) protocols will be applied. Exceptions will be documented in the DPIA and any residual risk will require approval by the SIRO of each organisation prior to processing such data.
- ✓ Only authorised individuals can access, alter, disclose or destroy data. This is achieved through the following work instructions, policies and procedures listed in Appendix 1. Authorised individuals act only within the scope of their authority. This is achieved through the following work instructions, policies and procedures (also listed in Appendix 1): Where possible, data will not be shared by email but through the use of SharePoint or other secure file sharing environments.
- ✓ If Personal data is accidentally lost, altered or destroyed, it can be recovered to prevent any damage or distress to the individuals concerned. This is achieved through the work instructions, policies and procedures listed in Appendix 1

The security controls applicable by each organisation will be:		Jointly agreed between the Parties
	✓	Independently decided by each Party

### **11.1 Agreed standards, codes of conduct and certifications**

Sensitive Personal data shared with the Commission is stored on a secure server and is password protected. All Commission IT equipment, including laptops, is compliant to at least the minimum requirements contained within NHS Scotland's IT Security Standards. Double encryption of devices, including laptops, is standard. The Commission has the Cyber Essential accreditations and it is working towards obtaining the Cyber essential plus.

The Commission also works using The Scottish Information Sharing Toolkit.

As regards the Care Inspectorate, all personal data is managed in accordance with data protection laws as well as other legislation, regulations, standards and policies that are routinely applied to Care Inspectorate data and Information.

Special category personal data can be labelled as such via sensitivity labels (Official Sensitive Personal) across our Microsoft 365 tenancy and this affords an extra layer of protection as well as a visible reminder to employees.

All data is managed via role based access controls and only retained for as long as lawfully necessary and in line with our retention schedule.

**12 International transfers of Personal data**

No Personal data shared in line with this ISA will be transferred outside the UK

## **13 Implementation of the information sharing agreement**

### **13.1 Dates when information sharing commences/**

This agreement will commence on the last date of signing.

### **13.2 Training and communications**

Once signed, a copy of this ISA will be promulgated to Care Inspectorate staff for their information.

As part of the Commission's induction programme, all staff are made aware by the Information Manager of Data Protection principles and the importance of managing information risk. The Commission has IT and information policies, which are available on our intranet. Key policies, including our Information Risk Management Policy, form part of the employment contract and staff must indicate that they have understood and agree to abide by each of the policies. Our privacy notice is publicly available on our website.

As part of the Care Inspectorate induction programme, all staff are made aware by the Information Governance Team of Data Protection principles and the importance of managing information risk as part of an Information Governance overview. The Care Inspectorate has IT and information policies, which are available on our intranet. Codes of conduct explain to staff the behaviour and compliance we expect and to third parties or non- Care Inspectorate Individuals. The Care Inspectorate Acceptable Use Policy defines the standards for the use of organisational information and communication systems by employees.

The Care Inspectorate is frequently subject of external audits for data protection.

Our privacy notice is publicly available on our website.

### **13.3 Information sharing instructions and security controls**

All relevant information sharing instructions, including but not exclusively any work instructions, policies or procedures, are listed in Appendix 1 and accepted by all Parties.

The applicable security classification for the data in this agreement is as follows:

- Official
- Official - Sensitive

Information shared via email will be transferred through the two organisations' email domains (nhs.scot and .gov.scot for the Care Inspectorate) that meet the government security standards.

### **13.4 Non-routine information sharing and exceptional circumstances**

Parties will not share any information which is out-with the agreed scope of this ISA except where the circumstances justify it and will never share Personal data which is out with their statutory remit.

### **13.5 Monitoring, review and continuous improvement**

The Parties have identified a person responsible for the management of this ISA, contact details are provided in Appendix 3 – Key Contacts. They will liaise as required to ensure this ISA is kept up to date, identify any emerging issues and resolve any questions that arise as to the interpretation of this ISA.

The Parties will monitor progress and performance of this Agreement at meetings to be held between the Commission and Care Inspectorate at intervals to be agreed. The scope of these meetings will also be agreed between the Parties. Key contacts will ensure that the progress of the agreement is part of the agenda.

A review of this document or any of the underpinning work instructions, can take place at any time provided both Parties are in agreement. The Parties agree to review the agreement at least every 3 years.

### **13.6 Resolution of disagreement**

Any disagreement between Care Inspectorate and the Commission will normally be resolved at working level. The staff from the respective organisations who have been involved should attempt to resolve the matter. If this is not possible, it may be referred through those responsible for the management of this ISA, up to and including the Chief

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Executive of Care Inspectorate and the Chief Executive of the Commission who will then be jointly responsible for seeking a mutually satisfactory resolution.

**14 Sign-off**

We the undersigned agree to the details recorded in this ISA; are satisfied that our representatives have carried out the preparatory work set out in this ISA and are committed to the ongoing monitoring and review of the scope, purpose and manner of the information sharing.

Name of the Party		The Care Inspectorate
Authorised signatory	Title and name	Jackie Irvine
	Role	Chief Executive
Signature and date		 19 December 2024
Data Protection Officer		
Senior Information Risk Owner		

Name of the Party		The Mental Welfare Commission for Scotland
Authorised signatory	Title and name	Julie Paterson
	Role	Chief Executive
Signature and date		
Data Protection Officer		 Information Governance Manager.
Senior Information Risk Owner		

**Appendix 1: List of Work instructions, policies and procedures**

Work instructions title	Organisation
MWC Data Protection Policy	MWC
MWC Data Breach Policy	MWC
MWC Information Risk Management Policy	MWC
MWC Records Management Policy	MWC
MWC IT Code of Conduct	MWC
MWC records management Plan	MWC
MWC retention schedule	MWC
MWC FOISA procedure	MWC
CI Information Governance Policy	CI
CI Information Governance Enquiries Procedure	CI
CI Freedom of Information Policy	CI
CI Data Protection Policy	CI
CI Data Breach Policy	CI
CI Government Security Classification	CI
CI Records Management Policy/Plan	CI
CI Retention Schedule	CI

The above table should list all:

- Instructions for reaching agreement on any changes to the purpose of the sharing.

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- All applicable and relevant Information Security and Governance Policies
- All Data Protection Impact assessments

**15 Appendix 2: Data items and adequacy**

Data Item	Source	Recipients	Data minimisation justification	For data linkage only
Relevant published inspection reports	CARE INSPECTORATE	THE COMMISSION	Information required to allow Commission to determine importance of the intelligence being shared.	
Relevant correspondence relating to services/providers	CARE INSPECTORATE & THE COMMISSION	THE COMMISSION CARE INSPECTORATE	Information required to allow Commission or Care Inspectorate to determine importance of the intelligence being shared.	
Service provider information	CARE INSPECTORATE & THE COMMISSION	THE COMMISSION CARE INSPECTORATE	Information required to allow Commission or Care Inspectorate to determine importance of the intelligence being shared.	
Details of complaints /Concerns raised. details of on-going investigations	CARE INSPECTORATE & THE COMMISSION	THE CARE INSPECTORATE & THE COMMISSION	When serious concerns about care and treatment and/or welfare of an individual and for the exercise of statutory duties, within the Commission's or the Care Inspectorate's power	

**Appendix 3: Key Contacts**

Function	COMMISSION	CARE INSPECTORATE
Officer with operational responsibility for this ISA, including reviews	<p>Job Title: [REDACTED]</p> <p>Email: [REDACTED]@nhs.scot</p>	<p>Job Title: [REDACTED]</p> <p>Email: [REDACTED]@careinspectorate.gov.scot</p>
Information Manager	<p>[REDACTED]</p> <p>[REDACTED]@nhs.scot</p>	<p>Data Protection Officer</p> <p>infogovernance@careinspectorate.gov.scot</p>
Contact email address for the Information Sharing	<p>Name: [REDACTED]</p> <p>Job Title: [REDACTED]</p> <p>Email: [REDACTED]@nhs.scot</p>	<p>[REDACTED]</p> <p>Email: [REDACTED]@careinspectorate.gov.scot</p>

**Appendix 4. Legislation**

The Care Inspectorate works within the remit of the 2010 Act and regulations made under it and takes account of the Health and Social Care Standards and the Scottish Social Services Council Codes of Practice.

The Commission' roles and duties are set out in the following statutes.

- Mental Health (Care and Treatment) (Scotland) Act 2003
- Adults with Incapacity (Scotland) Act 2000
- Criminal Procedure (Scotland) Act 1995
- Adult Support and Protection (Scotland) Act 2007
- Public Services Reform (Scotland) Act 2010

### Appendix 5. Definitions and interpretations

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

ISA	Information Sharing Agreement/This agreement
CI	Care Inspectorate
The Commission/MWC	The Mental Welfare Commission for Scotland
Parties	The Mental Welfare Commission and the Care Inspectorate.
Controller/s	has the meaning given in Article 5 (7) of the GDPR 2018
DPA 2018	The Data Protection Act 2018
The Data Protection legislation	Has the meaning given in section 3(9) of the Data Protection Act 2018
The Data Protection Principles	The principles outlined under Article 5 of the GDPR 2018
GPDR	Means the General Data Protection Regulation 2016/679 of the European Union
UK GDPR	The General Data Protection Regulation 2016/679 of the European Union as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;
Personal data	Has the meaning given in section 3 (2) of the Data Protection Act 2018
Special category data	Has the meaning given in Article 9 of the GDPR 2018
Data Subject	Has the meaning given in section 3(5) of the Data Protection Act 2018
Processing	Has the meaning given in section 3(4) of the Data Protection Act 2018
Pseudonymisation	Is where Personal data has been manipulated so that the Personal data can no longer be attributed to a specific individual without the use of additional information,

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	provided that such additional information is kept separately GDPR Article 4(5)
FOI	Freedom of Information. Request for information under the Freedom of Information (Scotland) Act 2002
SAR	Subject Access request under GDPR and DPA.
The AWI Act	The Adults with Incapacity (Scotland) Act 2000
The 2010 Act	The Public Services Reform (Scotland) Act 2010

**Appendix 6 Pro Forma for sharing information**

**Appendix 7 Document Control**

<b>Document Control Sheet</b>	
<b>Key information:</b>	
<b>Title</b>	<i>ISA - CI and MWC V1</i>
<b>Document type</b>	<i>Information Sharing Agreement</i>
<b>Document status</b>	<i>Final</i>
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