Memorandum of Understanding

Between

The Scottish Children’s Reporter Administration

And

The <insert Local Authority>

<table>
<thead>
<tr>
<th>Partners</th>
<th>The &lt;insert Local Authority&gt;</th>
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<tr>
<td></td>
<td>The Scottish Children’s Reporter Administration</td>
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Date agreement comes into force:  

Date of agreement review:
Background

Provisions within the Children (Scotland) Act 1995, the Children’s Hearings (Scotland) Act 2011, and secondary legislation made under said Acts, enable or require the sharing of information between the Principal Reporter and the Local Authority in a variety of situations.

Section 20 of the Children’s Hearings (Scotland) Act 2011 requires the Scottish Children’s Reporter Administration (SCRA) to assist the Principal Reporter in the carrying out of functions conferred on him and to facilitate the carrying out of those functions.

Purpose

The purpose of this agreement is to regulate the disclosure and subsequent processing of sensitive personal data (as defined in Section 2 of the Data Protection Act 1998) about certain individuals between <insert Local Authority> and SCRA.

Information is shared between SCRA and <insert Local Authority> to assist them in complying with their respective statutory duties or to improve service delivery.

The sharing of information between SCRA and <insert Local Authority> is vital to ensure the operation of the Children’s Hearings System in safeguarding and promoting the welfare of the most vulnerable children and young people in Scotland.

This agreement and the Local Authority Electronic Exchange User Guide that supports this agreement ensures that information can be shared in a way, which satisfies both the legal, statutory and professional obligations of both organisations, their respective staff and meets the expectations of service users.

Security

It is essential that both SCRA and <insert Local Authority> are part of the Public Services Network (PSN) so that all information that is shared electronically between the organisations is communicated within the PSN domain.

Both SCRA and <insert Local Authority> must be operating with a current PSN Compliance Certificate for any information sharing to occur.

Process

The Local Authority Electronic Exchange User Guide refers to specific applications of the exchange process.
Report requests and reports received by SCRA up to 5.00 pm will be recorded as received that day. Reports for Children’s Hearings received after 3.00 pm are not guaranteed same day postage to panel members, the child and relevant persons.

Current methods (post or hand-delivery) will be used as a contingency in the event that the mail system(s) at either <insert Local Authority> or SCRA are unavailable.

In the event of any problem associated with email submission of reports, or report requests, the other organisation must be notified immediately (e.g. email system outage).

**Information to be Shared**

This agreement facilitates information sharing to meet 8 essential business functions:

1. To request social work reports.
2. To submit social work reports.
3. To transmit copies of a Child Protection Order.
4. To request Adoption Advice/Business Meetings/Pre-Hearing Panels/Hearings/Reviews.
5. To transmit relevant information with regard to referrals and Reporter’s decisions.
6. To transmit relevant information with regard to Children’s Hearings/Business Meetings/Pre-Hearing Panels.
7. To transmit relevant information with regard to court attendance requirements.
8. To transmit relevant information with regard to any other business requirements.

**Personal Data**

The exchange of Service User Personal Data under this agreement is for the principal purpose of enabling SCRA and <insert Local Authority> to carry out their statutory duties in relation to Service Users in terms of the Children (Scotland) Act 1995, Children’s Hearings (Scotland) Act 2011, and secondary legislation made under said Acts, as amended or re-enacted from time to time.

SCRA and <insert Local Authority> may additionally use Service User Personal Data for research and statistical purposes provide such use is consistent with Section 33: Research, history & statistics of DPA 1998.

Responsibility will lie with SCRA and <insert Local Authority> for protecting paper records, maintaining their own computer system security and integrity, performing data back-ups and archiving of systems containing Service User Personal Data.
Protective Marking

SCRA and <insert Local Authority> will use either the Government Protective Marking Scheme (GPMS) or the Government Classification Scheme (GCS) and information, which is shared, will carry a protective or handling marking.

The protective markings used will be either Restricted or Official-Sensitive

Restricted and Official-Sensitive have the following meaning for the retention, transfer and disposal of information:

<table>
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<tr>
<th>Physical Security</th>
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<tr>
<td>Restricted and Official: Sensitive information should be protected by one security barrier; for example, a locked container, cupboard or filing cabinet.</td>
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<tr>
<th>Transfer of Information</th>
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<tr>
<td>Hand delivery or post in a sealed envelope. The envelope should be addressed to a named person (addressee only) but must not bear the description RESTRICTED or OFFICIAL-SENSITIVE.</td>
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<tr>
<th>E-mail</th>
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<tr>
<td>E-mail can only be used where the e-mail address includes one of the following domain suffixes – gsi, gsx, gcsx or cjsm</td>
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<th>Faxes MUST NOT</th>
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<td>be used.</td>
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<th>Disposal</th>
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<td>All data must be disposed of securely. Paper must be shredded or placed within confidential waste sacks prior to shredding. Confidential waste sacks should not be left unattended.</td>
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| The destruction of all magnetic data, electronic media and hard drives shall follow the individual partners secure destruction processes. |

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<th>Breaches of Security</th>
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<td>Each party will deal with breaches of security in line with their own policies and responsibility as Data Controller. Serious breaches should be reported to the other party.</td>
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| Where any breach of security may amount to criminal activity, this must be reported to the Police Service of Scotland, who will investigate the matter and, where appropriate, report the circumstances to the Procurator Fiscal. |
Access to Information

Access to information compiled as part of any of these processes is available either under subject access rights, as described in the Data Protection Act 1998 (Section 7), or the Freedom of Information (Scotland) Act 2002 (FOI).

Review

This agreement will be reviewed after six months and thereafter annually.

The Scottish Children’s Reporter Administration

<insert Local Authority>

<insert> Locality Reporter Manager: [name]

Name of head of business area: [name of head of business area in block capitals]

Signature of head of business area: 

............................................................

Date: [date]

The Scottish Children’s Reporter Administration

[Name of department/organisation]

SIRO: MAGGIE MCMANUS

Name of SIRO: [name of SIRO in block capitals]

Signature of SIRO:

............................................................

Date: [date]