

Complex Case Panel

Statement of Confidentiality

The Statement of Confidentiality for this Partnership Protocol should be read out and agreed by all attending prior to the exchange of any information.

Meeting: Ashfield District Council

Date: Time: 10am

Chair: Antonio Taylor

All information obtained during the course of this meeting is strictly confidential and must not be discussed with, or revealed to, any other person (outside normal case management) without the prior written permission from the source of that information.

The record of this meeting must not be re-presented, copied or divulged in any way without the permission of the Chair of the meeting.

All agencies/services should ensure that the minutes are retained in a confidential and appropriately restricted manner. These minutes will aim to reflect that all individuals who are discussed at these meetings should be treated fairly, with respect and without improper discrimination. In the event of the minutes being considered as relevant material to a criminal investigation under the Criminal Procedures and Investigations Act 1996 they should be classified as 'Sensitive Material'.

Everyone present shall comply with their obligations under the Data Protection Act 1998 and General Data Protection Rules (DPA 2018). Subject access requests under the Data Protection Act should be directed to the Chair of this meeting who will take legal advice on whether the information can be shared.

All present should be signed up to the Data Sharing Protocol unless invited directly by the Chair.

Please read and sign the attached terms which confirm you are authorised to attend this meeting on behalf of your agency and agree to adhere to the terms.

Terms of Reference:

The purpose of this agreement is to work together with the aim of achieving the objectives of the Safer Ashfield Complex Case Panel:

1. To share information to increase the safety, health and wellbeing of all vulnerable persons and individuals at risk including any victims and witnesses of crime and anti-social behaviour.
2. To determine whether an individual displaying behaviours that poses a risk to another or to the general community and agree on appropriate measures to be taken to deal with the problem(s);
3. To construct jointly and implement a risk management/action plan that provides professional support to all those at risk and reduces the risk of harm, threat and vulnerability factors; including the risk of serious harm, injury or death.
4. To reduce repeat victimisation/targeted behaviour
5. To improve agency/service accountability
6. That all plans/actions taken forward are in accordance and constraints of the law.

This agreement is signed with the purpose of preventing unauthorised disclosure of confidential information, as defined and agreed upon by the co-signers.

The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information.

Terms and Conditions

1. Confidential information refers to any information that is disclosed by one party to the other, either directly or indirectly in writing, orally or by inspection of tangible or intangible objects. Confidential information may also refer to any information that is disclosed to a party by third parties on the direction of the party who is a co-signer to this agreement. Confidential information does not include any information that the party receiving the information can prove was known earlier in a public capacity and was made available through no fault of the party receiving the information. The party receiving the information is “the Receiving Party” and the party disclosing the information is “the Disclosing Party”.

2. The Receiving Party is not to disclose the information to anyone other than the employees required to be privy to this information. The receiving party is not allowed to use the information in a way that violates the confidentiality of the agreement.

The Receiving Party shall use best endeavours to ensure that the confidential information received from the Disclosing Party is protected. All employees who have access to the information will be made to sign a similar non use and non disclosure agreement to protect the information. There will be no copies made of the information unless written consent is obtained from the Chairperson.

In the event that the confidential information is disclosed the Receiving Party will immediately inform the Disclosing Party.

3. Signing of this agreement does not automatically give the parties permission to disclose the information to a third party.
 4. The parties shall comply with their obligations under the Data Protection Act 1998 and General Data Protection Rules (DPA 2018). Each Party warrants that in providing the other Party with information under the terms of this agreement it is not, and will not be in breach of the Data Protection provisions and all subordinate legislation relating to the Data Protection principles.
 5. The formation, interpretation and operation of this agreement will be subject to English Law and the Parties each submit to the exclusive jurisdiction of the English Courts.
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