

New Anglia Local Enterprise Partnership Supply Chain Management System Information Sharing Agreement

This Information Sharing Agreement (The Agreement) is made between New Anglia Local Enterprise Partnership (New Anglia LEP), the owner of the New Anglia Supply Chain Management System (the SCMS) and Data Controller, and the following partners:

1. Free Rein Limited (SCMS Provider)
2. Suffolk County Council (SCC)
3. Norfolk County Council (NCC)
4. Norfolk and Suffolk Local District Authorities
5. Clinical Commissioning Groups
6. Procurement teams within the 7 Force eastern region
7. Front line care providers

1. Purpose

This document details the policies, procedures and principles of engagement that govern the use of the SCMS, including the creation and maintenance of user accounts and the policies surrounding user access, data input and data management, with the end objective of ensuring that all information held on the SCMS is accurate and has value, that the database is able to maintain its structure and integrity, and that the New Anglia LEP's obligations and responsibilities with regard to data protection and information security are met.

2. Enforcement of this Agreement

As Data Controller, New Anglia LEP is responsible for ensuring that customer data, including any personal data, that it holds, is accurate and where necessary kept up to date.

New Anglia LEP will ensure that individuals have access rights to their data as required by the General Data Protection Regulation (2016/679) and Data Protection Act 2018.

As the Data Controller, the New Anglia LEP's Data Protection Officer oversees the SCMS and has the right to enforce all requirements as outlined in this Agreement, as well as any legal requirements contained within the General Data Protection Regulation (2016/679) and Data Protection Act 2018.

3. Information being shared

The SCMS has been developed by New Anglia LEP to enable business support Partners across Norfolk and Suffolk to:

- i. facilitate the delivery, coordination and management of supply chain information and sharing to end users (Individuals, Small and Medium-sized Enterprises (SMEs) as well as Large Companies and organisations) across the counties of Norfolk and Suffolk;
- ii. contact customers about business support services that can be accessed through the New Anglia Growth Hub (delivered by Suffolk Chamber of Commerce on behalf of New Anglia LEP).

4. Unacceptable use of Information

The information contained within the SCMS must not be used for any activities outside of those outlined in Section 3. Unacceptable activities include, but are not limited to, the use of the SCMS for direct marketing, any form of financial gain, the enforcement of, or any legal actions taken, against an individual and/or business by any individual, public body or organisation. No Partner is permitted to externally hold or use any hard-copy or electronically-stored information that has been exported from the SCMS apart from data required for reporting purposes. Any Individual or Partner found contravening any element of this Agreement will have their access withheld with immediate effect and may face legal proceedings.

5. The type of information that may be shared

The following information may be shared between Partners:

1. name of caller
2. name of contact
3. job role
4. company name (legal and trading)
5. business sector/activity/SIC code
6. location/address/relevant local authority
7. email address
8. phone number (including mobile)
9. date and time of enquiry
10. business status
11. business ownership
12. business size
13. business CH Reg number, VAT, PAYE
14. date of incorporation
15. enquiry source
16. reason for contacting the Partner
17. outcome of orders/supply contracts
18. details relating to the products/services given and/or provided
19. correspondence with businesses/individuals related to business stock/services

6. Justification for sharing data

To ensure a customer receives suitable leads, to answer any query(s) they may have, to help enable them to share important stock levels.

As Data Controller and Data Processor, New Anglia LEP is responsible for ensuring that data, including any Personal Data, held on the SCMS, is held and processed under the lawful bases of Article 6 (1) (e) and Article 9 (2) (g) of the European Union General Data Protection Regulation (2016/679).

New Anglia LEP is subject to the Freedom of Information Act 2000 and has a legal duty to respond to any reasonable request(s) under the Freedom of Information Act 2000.

All customers must be notified at the point of engagement with any Partner, that data and information they are providing is being stored and shared on the SCMS. If a customer is not notified, as outlined under Section 7, then the data shall not be entered onto the system.

7. Customer Notification

To ensure full compliance with Article 6 (1) (e) and Article 9 (2) (g) of the European Union General Data Protection Regulation (2016/679) as well as the Data Protection Act 2018, all customers must be notified before any of their information is recorded on the SCMS. Failure to notify a customer of this fact will result in any data that has been entered by a Partner to be deleted from the system with immediate effect, with the Partner concerned risking having their access to the system being withdrawn.

The following wording shall be used in all printed materials and electronic information sent to customers which may result in the gathering of data and information that is entered on to the SCMS. Customers must also be informed verbally, if any of the information that is gathered by a Partner is collected and stored on the SCMS:

“New Anglia LEP is the ‘Data Controller’ for the ‘New Anglia SCMS’ for related personal data and controls and processes personal data under the lawful bases of Article 6 (1) (e) and Article 9 (2) (g) of the European Union ‘General Data Protection Regulation’ (2016/679).

I have informed, and will inform, all persons in relation to whom I have provided personal information, including details of the information provided and the purposes for which this information will be used. Data is recorded on the New Anglia SCM System, which is shared with the following business support Partners: New Anglia LEP, Norfolk and Suffolk local authorities, Clinical Commissioning Groups, Procurement teams within the Force eastern region and front line care providers.

Data may be shared with Partners, as well as Local and Central Government, for the purpose of supporting you and your business/organisation for reporting and statistical analysis.

Data recorded and held on the SCMS is subject to the Freedom of Information Act 2000.”

Partners shall not use any information contained on the SCMS for purposes other than those set out in Section 3 of this Agreement, unless the Partner has obtained specific written consent and complied with all the requirements as laid down by the New Anglia LEP Data Controller.

8. New Anglia SCMS Data Collection

Data collection by the SCMS may occur at several points during the support of a customer, including, but not restricted to, the following: telephone conversations, meetings, one to one support, website registration, enrolment, development of action plans and customer feedback forms. To ensure full compliance, all data collection must be undertaken in accordance with Sections 3, 4, 5, 6 and 7 of this Agreement.

There will be some circumstances when a Partner uses 'Consent' to obtain information from a customer for the purposes that it was intended to be used, for example, website registration or newsletter distribution list. Even if the information was provided for the purposes of an activity that complies with those outlined under Section 3, a Partner cannot upload any of this information onto the SCMS, unless they have notified the customer and obtained the customer's Agreement (not by consent) that that information will be recorded, and shared, in accordance with Sections 3, 4, 5, 6 and 7 of this Agreement.

9. Changes to the system

The SCMS is bespoke and designed to meet the needs of New Anglia LEP and its Partners to fulfil the requirements set out in Section 3 of this Agreement. The SCMS is not designed to fulfil any requirements outside of this Agreement. The system has been designed to be as user-friendly as possible, as well as meeting the needs of the New Anglia LEP and its Partners. However, from time to time, there will be a need for changes to be made to the way in which the system works and functions. Any changes to the SCMS must be submitted to New Anglia LEP in accordance with the New Anglia SCMS Change Control Process. At no time shall any Partner or User make a request for system changes directly to Free Rein, as any such requests will not be acted upon by Free Rein, and the LEP will be notified of any such requests. All change requests will be logged, so that at any time there is a clear logic path associated with the changes made to the system and why they were made.

10. Security measures, including capture, storage and sharing

The SCMS is based on the open source, self hosted SuiteCRM. It is hosted by Free Rein on their Croydon Data Centre hosting. It has been considerably adapted to meet the needs of New Anglia LEP and Partners, and will continue to be developed.

The Croydon Data Centre comprises hosting equipment, owned and managed by Free Rein, on a site run by Pulsant. Free Rein hosts other sites and systems for Central and Local Government and has worked with the Government Digital Service to refine their security standards.

Audit Trails

The SCMS will shortly have a user audit capability alongside the audit trail of the records. This will be routinely reviewed by New Anglia LEP and Free Rein.

Roles and Policies

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The SCMS records are partitioned, based on Security Groups (separating care users, LEP staff etc. confidential information) and 'Roles' that manage what a user is able to do on a record (e.g. list, view, edit etc). Where a role restricts a function that is required by a user, a submission should be made to the LEP.

Every user can see Accounts, Products, Services and Contacts but access to the more sensitive information in Notes and unverified accounts is restricted to the Security Group of the record owner. All "delete" functionality has been removed and can only be done by the main Administrators.

New Anglia LEP users can see all records in all Security Groups.

Data Transfer

Exporting of data from the SCMS is restricted and is only permitted in order to provide direct support to a customer(s) and/or for reporting and monitoring purposes. Any data users export or print must be stored in a secure location and in full compliance with the General Data Protection Regulation as well as with the user's own data protection and ICT security policies.

Where you need to get a data file to New Anglia LEP or Free Rein for bulk import, this should be done through Free Reins Secure FTP (<https://files.free-rein.net>). Access can be arranged through the LEP SCMS Management Team.

Email is inherently insecure and should only be used as a last resort and then with a securely password protected file.

SCMS Backups

The SCMS is backed up every night with an additional daily backup off site. However, as the system is in constant use by several Partners, restoring a backup could be disruptive.

Where data is used for Monitoring and Evaluation purposes, New Anglia LEP will ensure that only relevant data and information is used and that a Data Sharing Agreement is in place for the duration of the Monitoring and Evaluation. Any transfer of information, including personal data, to other organisations for Monitoring and Evaluation purposes, shall be done in accordance with this Agreement and will be subject to the General Data Protection Regulation (2016/679) and Data Protection Act 2018.

11. Access to the System

Access to the SCMS will be granted to individuals within Partner organisations, following acceptance of the SCMS Information Sharing Agreement

The New Anglia LEP (supported by Free Rein Ltd.) is responsible for the creation and maintenance of SCMS user accounts. Upon receipt of the completed Information Sharing Agreement, consideration will be given to the appropriate nature and level of access. When a user is granted an account, New Anglia LEP will log this request appropriately and inform the user of account creation.

Users must comply with this Agreement, and all existing, and future Data Protection Regulations, with access to the system being withheld, if New Anglia LEP considers that any part of the Data Protection Regulations have been broken. If a User shares their Access Information with anyone, or any information from the SCMS, without the consent of the New Anglia Data Controller, their access will be withheld with immediate effect.

12. Changes of Permission on Existing SCMS User Accounts

Should a user or Partner identify a need for additional access in a user's SCMS account, a request should be made via email to the New Anglia SCMS Management team (LEP's Growth Programme Coordinator or the LEP's Programmes Manager). Should the additional access be deemed acceptable, the change will be made to the account and confirmed to the user. The New Anglia SCMS Management team will note the change on the user's access declaration and update the user's access permissions.

13. Disabling and Closure of SCMS User Accounts

The disabling of SCMS user access is prompted by the following means: account dormancy, notification from the user, notification from the Partner, and suspected misuse of the system.

A. Account Dormancy

The New Anglia SCMS management team will routinely review dormant SCMS accounts and disable those believed to be no longer required.

B. Notification from the User

When requesting access to the SCMS, users are asked to sign a declaration that also stipulates that they will inform the SCMS management team if they no longer require access to the system. When such a notification is received the user account is duly disabled and closed.

C. Notification from the Partner

A user's access to the SCMS may be removed following notification from the Partner organisation that they have left the organisation or moved internally within the organisation or should no longer be authorised for SCMS use.

D. Suspected Misuse of the System

If misuse or unacceptable use of the system is suspected, or detected, the SCMS administrator may disable the user's account, pending further investigation. In such an instance the user and their line manager will be informed of this, along with an explanation. If appropriate, resumption of access may be considered after an investigation has been concluded.

14. Data Retention

New Anglia LEP has several contracts with Government Departments which stipulate that evidence must be kept until the end of the year 2036. A further Agreement with the Department for Businesses, Energy and Industrial Strategy stipulates that information relating to Growth Hub support, must be kept for a minimum of six (6) years following any referral to or from the New Anglia Growth Hub. This means that unless notified in writing by New Anglia LEP, any data held on the SCMS will be kept, until the end of the year 2036.

15. Destruction of information

In accordance with the General Data Protection Regulation (2016/679) and Data Protection Act 2018, any data no longer required for the purposes outlined in this Agreement will be destroyed. This means that the LEP will destroy all hard-copy and electronically-stored information using secure methods that comply with all Data Protection Regulations that are in force at the time of destruction.

16. Data Permission and Data Breaches

All Partners must have their Permission Statements, Data Handling Policy, Data Breach Policy and Subject Access Policy approved by New Anglia LEP's Data Protection Officer, prior to them gaining access to the SCMS.

New Anglia LEP reserves the right to periodically review the operations of any Partner with regard to Data Protection requirements. Where New Anglia LEP finds that the data protection protocols are insufficient, the Partner concerned must make necessary changes to ensure adequate protection is afforded in line with this Information Sharing Agreement. If protocols are not sufficient, New Anglia LEP has the right to suspend the use of the SCMS by the Partner concerned until the situation is resolved.

In the case of a data security breach, the Partner concerned must notify New Anglia LEP immediately and take steps to contain the breach. New Anglia LEP, as Data Controller, will notify the Information Commissioner Office, where a serious breach is encountered, and launch an investigation to establish the reasons behind the breach. New Anglia LEP is permitted to take all reasonable, corrective steps, as result of the breach, including suspending use of the SCMS and/or withholding a Partners use of the system. Should a serious data breach take place due to a Partner not complying with this Agreement, New Anglia LEP retains the right to undertake legal action against the Partner concerned

17. Review of Agreement

This Agreement must be formally approved by all Partners before any information sharing can take place. All parties will ensure that this Information Sharing Agreement and any associated documents are known and understood by all staff involved in accessing the New Anglia SCMS. This Agreement will be reviewed on an annual basis by the signatories to this Agreement.