



Data Protection Policy

GDPR

Document Reference SDP-002/20

This Document is Marked: **Unrestricted**

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1. PURPOSE AND SCOPE

1.1 Much of the work that Sisu carries out involves gaining information about individuals and other organisations.

1.2 The purpose of this policy is to identify to members, partner organisations or funders that Sisu is required that the information we receive, or use is treated with appropriate care.

1.3 In some circumstances, information gained may not be identified as confidential and judgement will need to be exercised about how that information is used by members.

1.4 Sisu recognises its responsibility as a data protection controller.

2. PROCEDURE AND RESPONSIBILITIES

2.1 It is the responsibility of every individual at Sisu to ensure that any information deemed confidential is treated appropriately and sensitively as set out in these procedures.

3. REQUESTING INFORMATION

3.1 On a request of information, Sisu as an organisation, and its individual members will ensure that the information requested is of direct relevance to the work of Sisu.

3.2 Information generally available in the public domain can be requested or used from any reliable source.

3.3 Where it is necessary to act on behalf of an individual written permission will be obtained. Personal information or sensitive information (e.g., political beliefs, information relating to health, disability, race or to support DBS disclosures) must be processed according to the principles of data protection. That is:

- Obtained and processed fairly.
- Held for a specified purpose.
- Adequate, relevant, and up to date
- Not kept longer than necessary
- Kept secure & protected.

4. STORING INFORMATION

- 4.1 General non-confidential information about organisations is stored for access to all Sisu colleagues.
- 4.2 General non-confidential information about individuals is stored for use by Sisu members where necessary for their role.
- 4.3 Sisu will request permission from individuals or the organisation they represent to hold information not in the public domain.
- 4.4 Personal or sensitive information will be held in lockable filing cabinets or in password protected files.
- 4.5 Information on databases will be reviewed and updated regularly.
- 4.6 Confidential information will only be carried on visits when essential and will be handled carefully and discreetly.
- 4.7 Members holding personal information about service users will ensure that details which can identify those individuals (e.g., name with address, copies of referral forms, family logs, visit logs) remain confidential.
- 4.8 Volunteer's personnel information will be kept in secure, encrypted data retrieval systems. Designated Committee members will have access to these files.
- 4.9 Members will be allowed to see their file following a written request giving 14 days' notice.
- 4.10 Information about individuals or organisations which is held in written files or on computer must comply with the General Data Protection Regulations (GDPR)

5. SHARING INFORMATION

- 5.1 Only the minimum information needed will be requested or disclosed. Information will only be shared with partner agencies or organisations where it is clearly identified how information will be used or disclosed.
- 5.2 Personal information will only be shared with the consent of the subject except in the instance where child or vulnerable adults are at risk. Depersonalised information will be provided to members or statutory organisations for monitoring or consultation purposes.
- 5.3 Staff and Members may discuss sensitive personal information about service users with their relevant line manager, as part of their supervision process.
- 5.4 Members may share information about service users with other members at support meetings as part of their peer supervision process. However, this

must be done in a sensitive manner and members should not reveal the identity of the individual concerned.

6. DISPOSING OF INFORMATION

6.1 Records not required for audit purposes will be disposed of after 3 months.

6.2 Manual records will be reviewed on an annual basis to ensure they are relevant and up to date. Sensitive information will be shredded.

6.3 All members will receive an annual request to delete unwanted files and out of date information.

6.4 Information held on databases and used regularly will be updated as changes are identified.

6.5 Volunteer Information will be held on file for a period of 6 months before being deleted.

7. DUTY TO DISCLOSE INFORMATION

7.1 There is a legal duty to disclose some information including:

7.2 Concerns regarding Safeguarding children and vulnerable adults will be reported to the relevant Social Services Department

7.3 Drug trafficking, money laundering, acts of terrorism or treason will be disclosed to the Police.

7.4 The belief that an illegal act has taken place, or that a person is at risk of harming themselves or others will be reported to the appropriate authorities.

7.5 In all cases information about the incident will be recorded by Sisu personnel or by the individual who passed on the information on an appropriate report form.

8. BREACH OF CONFIDENTIALITY

8.1 Employees and members who are dissatisfied with the conduct or actions of other colleagues or Sisu should raise this with their Line Manager or Senior Management Team using the Grievance procedure, and not discuss their dissatisfaction outside Sisu.

8.2 Accessing unauthorised material or breaching confidentiality is regarded as a serious matter and may result in disciplinary action. Ex-members breaching confidentiality may face legal action.

9. MONITORING, EVALUATION & COMMUNICATION

Document Creation.

24th November 2020

Communication.

This policy will be made available to all members of Sisu and external organisations.

Monitoring & Evaluation

Reviews The Development Team will review this policy every **6** months.

24 th May 2021	23 rd May 2021	By	Paul Smith
23 rd November 2021		By	

Linked Documents

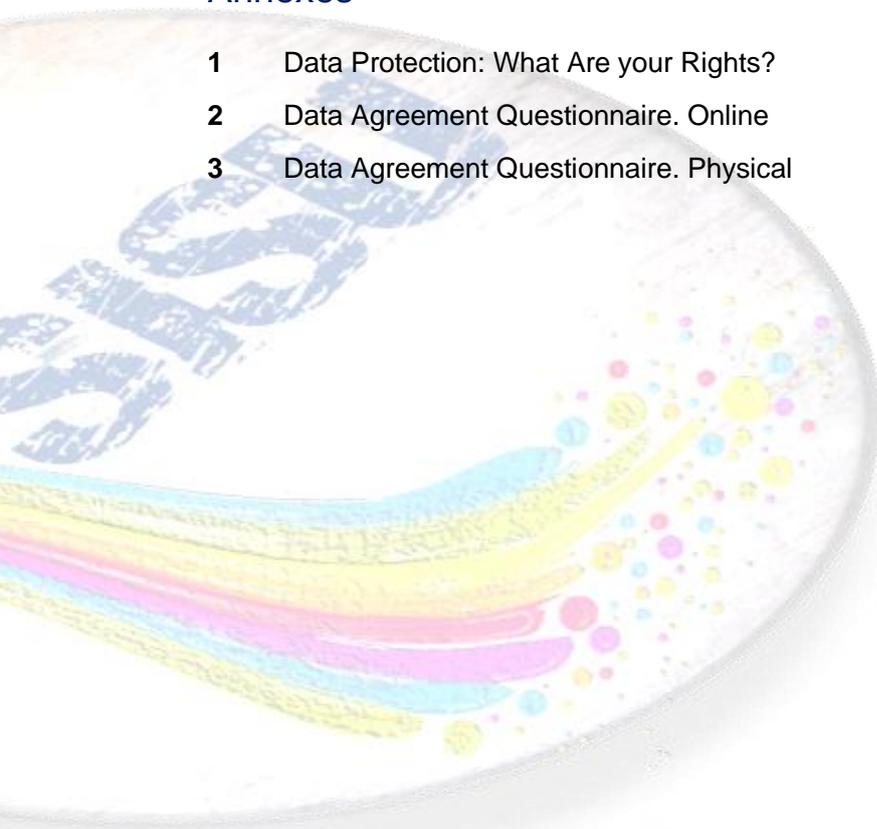
SDP-001/20	Data Protection: What Are Your Rights?
SDP-003/20	Data Agreement: Online
SDP-004/20	Data Agreement: Physical

Amendments

Date	Amendment Type	Amendment	Authorisation
23 rd May 2021	Addition	<ul style="list-style-type: none"> • Header • Footer, document info • Watermark • Cover page • Monitoring, Evaluation & Communication Sheet • Page Numbers 	
23 rd May 2021	Format	<ul style="list-style-type: none"> • Text to Arial Size 12 	

Annexes

- 1 Data Protection: What Are your Rights?
- 2 Data Agreement Questionnaire. Online
- 3 Data Agreement Questionnaire. Physical



Data Protection

What are your rights?

- You have the right to see any information about you that we hold in a retrieval system, such as a computer or paper index system.
- You have the right to challenge us about any information relating to you we hold in a retrieval system and have this changed.
- You have the right for your details to be removed from a retrieval system.

What we **WILL** do with the information you give us:

- ✓ We will hold and use your information confidentially.
- ✓ We will only use it for the reason you have provided. i.e., membership or event information concerning Sisu.
- ✓ If we do contact you, and you decide not to continue with the group, we delete all your information after 3 months, this allows time for data to be entered into our statistical data.
- ✓ We will compile statistical data from time to time for the purposes of funding applications for example, but this will never include references to a particular individual.
- ✓ In order to keep you up to date with information and events, we may include you in our mailing list or email list.

What we **WILL NOT** do with the information you give us:

- ✗ We will never sell or give our mailing lists to a third party.
- ✗ At no time will we provide any of your information to a third party without your permission
- ✗ We will not disclose any of your information to another member of sisu, or anybody else unless it is absolutely necessary.
- ✗ We will not hold any information concerning you for longer than is necessary.

Data & Constitutional Agreement

* Required

1. Email *

2. Name *

Skip to question 3

Data Agreement

Please answer All questions and only give one answer for each question

Data Collection

To ensure our records are correct and up to date, sisu will ask you for relevant information on application for membership and at regular intervals for audit purposes.

Relevant Data is anything Sisu see as appropriate to the continuation of the group ,or for the benefit of the member(s). A justification would need to be expressed and then agreed by the committee and/or members before any data is sought to be obtained

3. *

Check all that apply.

Yes, I agree to Sisu collecting relevant data at application and at certain times for audit purposes.

No, I do not agree to Sisu collecting relevant data at application and at certain times for audit purposes.

Data Storage

Data Storage can include any secure device which has been approved by the committee.

4. *

Check all that apply.

- I Agree to Sisu holding any data I give on file for the duration of my membership
- I Do Not Agree to Sisu holding any data I give on file for the duration of my membership

Data Deletion

Sisu will delete any irrelevant data within two weeks of my formal termination of membership. If no formal termination is given, the data will be held for a period of six months. Other relevant data will be held solely for information required funding and statistical analysis for a period of one year.

Data Deletion means that all files and information will be erased locally to the best of Sisu’s ability. An audit will be carried out twice yearly to confirm no unnecessary information is retained and a complete wipe of residual information will be carried out annually

5. *

Check all that apply.

- Yes, I Agree with the Data Deletion Statement
- No, I Do Not Agree with the Data Deletion Statement

Media

During events, sisu will have photographs and sound recordings made for a variety of reasons, including, promotion, evidence for funding and enhancement of the website.

Media includes any still, moving, or sound recording in any media format and by any device.

6. *

Check all that apply.

- Yes, I consent to my image being taken at any formal Sisu event
- No, I Do Not consent to my image by taken at any formal Sisu event
- Can I be asked each time please?

Images

Images can be used for promotional purposes on any platform including website, leaflets, posters, flyers and/or banners

7. *

Check all that apply.

- Yes, I Agree for my image and/or voice to be used on the Sisu website and any official promotional material.
- No, I Do Not Agree for my image and/or voice to be used on the Sisu website and any official promotional material.
- Can I be asked before anything is used?

Skip to question 8

Contract of Confidentiality

Sisu takes data privacy extremely seriously and to that end, we require ALL members to sign a Contract of Confidentiality to ensure that data remains safe.

Confidential Material is any information about another person or policy, or another document that is deemed to be confidential under the terms of the Data Protection Policy and General Data Protection Regulations (GDPR) If you are unsure what information is available to share, the best procedure is NOT to share and seek advice from a GDPR trained member of the committee. All official Sisu documents have a cover page attached and the classification is marked clearly. Anything OTHER than UNRESTRICTED should NOT be shared without permission from a quorate committee.

Failure to sign the contract will result in refusal of membership to Sisu

Failure to comply with the contract may result in termination of membership of Sisu

8. I have read the Sisu Contract of Confidentiality and understand that by providing my answer electronically I have read the above Statement and: *

Check all that apply.

- I Agree to the Contract of Confidentiality
- I do Not Agree to the Contract of Confidentiality

Skip to question 9

23/05/2021

Data & Constitutional Agreement

Constitutional Agreement

As a member of sisu, it is expected that all members respect other members and the values of the group. To this end we produce a constitution which lays out how all members of sisu should conduct themselves while attending, social events, meetings and any other project under the name of sisu and/or partner organisations, and this is either directly or indirectly and whether this is being physically active online, or any other form of media such as print.

Failure to adhere to the constitution either literally, or the spirit of, which brings the group into any form of disrepute, may lead to an investigation and ultimately, being asked to leave the group.

Failure to agree to the Constitution Agreement will result in refusal of membership into Sisu

9. I have read the Sisu Constitutional Agreement and understand that by providing my answer electronically I have read the above Statement and: *

Check all that apply.

- I agree with the Constitutional Statement
- I Do Not Agree with the Constitutional Statement

This content is neither created nor endorsed by Google.

Google Forms

1: Data Collection:

[Note 1]

- Or I **Agree** to Sisu collecting relevant data during my membership
 I **Do Not Agree** to Sisu collecting relevant data during my membership

2: Data Storage:

[Note 2]

- Or I **Agree** to Sisu holding any data I give on file for the duration of my membership
 I **Do Not Agree** to Sisu holding any data I give on file for the duration of my membership

3: Data Deletion:

[Note 3]

- I **Understand & Agree** that Sisu will delete any irrelevant data within two weeks of my formal termination of my membership. If no formal termination is given, the data will be held for a period of six months. Other relevant data will be held solely for information required funding and statistical analysis for a period of one year.
- Or I **Do Not Understand &/or Agree** that Sisu will delete any irrelevant data within two weeks of my formal termination of my membership. If no formal termination is given, the data will be held for a period of six months. Other relevant data will be held solely for information required funding and statistical analysis for a period of one year.

4: Media:

[Note 4]

- Or I **Agree** that my photograph may be taken, or video recorded whilst I am undertaking membership duties with Sisu.
 I **Do Not Agree** that my photograph may be taken, or video recorded whilst I am undertaking membership duties with Sisu.

5: Images

[Note 5]

- Or I **Agree** that my image may be used on our website, social media, or other promotional material
 I **Do Not Agree** that my image may be used on our website, social media or other promotional material

6: Contract of Confidentiality

[Note 6]

- Or I **Agree** that I will not disclose any confidential information without permission.
 I **Do Not Agree** that I will not disclose any confidential information without permission.

6: Contract of Confidentiality

[Note 6]

- Or I **Agree** that I will not disclose any confidential information without permission.
 I **Do Not Agree** that I will not disclose any confidential information without permission.

Failure to agree to the Contract of Confidentiality will result in refusal of membership into Sisu

I have read the Sisu data protection policy and understand that by providing my signature I have read and answered the above questions and my consent or withdrawal will be actioned accordingly

Name

Signature

Date

Constitutional Agreement

As a member of sisu, it is expected that all members respect other members and the values of the group. To this end we produce a constitution which lays out how all members of sisu should conduct themselves while attending, social events, meetings and any other project under the name of sisu and/or partner organisations, and this is either directly or indirectly and whether this is being physically active online, or any other form of media such as print.

Failure to adhere to the constitution either literally, or the spirit of, which brings the group into any form of disrepute, may lead to an investigation and ultimately, being asked to leave the group.

Failure to agree to the Constitution Agreement will result in refusal of membership into Sisu

- Or
- I have read the above statement and **Agree** adhere to the constitution
 - I have read the above statement and **Do Not Agree to** adhere to the constitution

Name

Signature

Date

Note 1: Data Collection

Relevant Data is anything Sisu see as *appropriate* to the continuation of the group ,or for the benefit of the member(s). A justification would need to be expressed and then agreed by the committee and/or members before any data is sought to be obtained.

Note 2: Data Storage

Data Storage can include any *secure* device which has been approved by the committee.

Note 3: Data Deletion

Data Deletion means that all files and information will be erased locally to the best of Sisu's ability. An audit will be carried out twice yearly to confirm no unnecessary information is retained and a complete wipe of residual information will be carried out annually

Note 4: Media

Media includes any still, moving, or sound recording in any media format and by any device.

Note 5: Images

Images can be used for promotional purposes on any platform including website, leaflets, posters, flyers and/or banners

Note 6: Contract Of Confidentiality

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