
Information Sharing Agreement

In relation to: Wyre Weight Management programme

This Information Sharing agreement is between

Wyre Council

and

Miles Bramwell Executive Services Ltd t/a Slimming World

1. Introduction

1.1 Purpose for the sharing

In accordance with the Tier 2 Adult Weight Management Service agreement, Wyre Council has been allocated public health funding from Lancashire County Council and Public Health England (PHE) to provide an adult weight management service that supports and motivates obese and overweight adults to lose weight and increase knowledge and skills to maintain a healthier weight.

To understand the impact of this investment, all providers must collect data on all participants and their progress and return data to PHE. This is a condition of the grant funding.

Miles Bramwell Executive Services Ltd t/a Slimming World have been selected by Wyre Council to deliver the Wyre Adult Weight Management programme on their behalf.

Personal data from each participant will be collected by Wyre Council and the provider, (Slimming World) and shared between the 2 organisations for the purpose of supporting people on the programme and after the programme to ensure we support their behaviour change long term as well as measuring the performance of the adult weight management service programme.

1.2 Legal Basis for processing

Wyre Council is a data controller relying on UK GDPR Article 6(1)(e) public task for the purpose of enabling the Adult Weight Management Service Programme to take place and in order to provide reporting information to Lancashire County Council and Public Health England to comply with:

- The relevant aspects of National Institute for Health and Care Excellence (2014) Clinical Guideline 189:Obesity: identification, assessment and management; and
- Local and national safeguarding requirements and statutory requirements

Miles Bramwell Executive Services Ltd t/a Slimming World is a data controller relying on UK GDPR Article 6(1)(e) to share personal data with Wyre Council for the purpose of measuring the performance of the Adult Weight Management programme and supporting participants behaviour change long term

In addition, the processing of any special category data will be completed in accordance with UK GDPR Article 9(2)(g) where the processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject.

1.3 Length of agreement

This agreement will commence at midnight on 1st February 2021. This agreement will remain in place for the duration of the contract and will end on 31st March 2024 or until terminated by either party.

1.4 Key Contacts

Wyre Council – Carol Southern, Leisure, Healthy Lifestyles & Communities Manager, 01253 887655. Carol.southern@wyre.gov.uk

2. Information Sharing

2.1 Type of information that may be shared

The data that is to be transferred securely and confidentially between the Council and the provider is as follows:

- Participant name, email address
- Number of sessions and dates attended
- Date of Birth
- Gender
- Contact address, postcode and telephone number
- Weight loss and BMI data
- GP Surgery
- Ethnicity

2.2 How the information will be shared

The personal data collected will be shared with the Council at the end of each month. The information sharing with the provider will cease at the end of the contract period.

The transfer of personal data will occur by secure encrypted email / password protected document / email confirmed. Information will be shared on a strict need to know basis only and the data will only be processed by staff in order for them to perform their duties in accordance with one or more of the defined purposes.

Under no circumstances should personal data be processed in any way that is insecure or left unattended. It is the responsibility of the sender to ensure that the method is secure and that they have the correct contact details for the receiver.

2.3 Recipients and other organisations that the information may be shared with

The data will be shared with Lancashire County Council and Public Health England.

2.4 Data Quality

The parties to this agreement must ensure that the information collected and shared will be kept up to date and checked for accuracy and completeness.

2.5 Retention and destruction

The personal data of the scheme participants will be retained by all parties to this agreement for 3 years following completion of the scheme.

All personal data collected remains the responsibility of each party who will be responsible for ensuring they comply with their statutory obligations relating to the secure handling and destruction of the personal data held.

2.6 Data subject rights

All Subject Access Requests, Freedom of Information requests, queries or complaints received by a partner will be dealt with by each partner using their existing policies and procedures.

Each party to this agreement will publish a Privacy Notice, or revise current Privacy Notices, detailing the privacy information regarding their collection and use of personal data in relation to this scheme.

2.7 Data Security

The Parties to this agreement shall take appropriate technical, security and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to the personal data held.

3. General Obligations

3.1 Obligations to an individual party

The Council requires the provider to supply data on the participants who have taken part in the adult weight management programme. Please ensure that the council is informed of the number of complaints and incidents as well as ensuring that we are informed of any serious incidents or complaints.

4. Review of Agreement

This agreement will be reviewed annually post commencement unless an earlier review for policy or legislative reasons is necessary.

This agreement will remain in force irrespective of whether the agreement has been officially reviewed until a notice of termination is served.

The terms of this agreement remain binding on any information shared and retained throughout its lifecycle, irrespective of whether the party remains a current signatory to this agreement.

If the provider fails to comply with the terms of this agreement over the period of this agreement is in place, then further action and termination of the contract will occur.

5. Signatures

Signed for and on behalf of **WYRE BOROUGH COUNCIL** of Civic Centre, Breck Road, Poulton le Fylde, Lancashire FY6 7PU ("WBC")

Name:	Carol Southern
Position:	Leisure, Health and Communities Manager
Signature:	C E Southern
Date:	5/10/22

Signed for and on behalf of Miles Bramwell Executive Services Ltd t/a Slimming World
whose Registered Office is at Clover Nook Road, Somercotes, Alfreton,

Derbyshire, DE-55 4RF ('The Provider')

Name: Paul Sharpe

Position: Head of Partnerships and Public Affairs

Signature: 

Date: 27th October 2021
