



Jersey Financial  
Services Commission

And

States   
of Jersey

**Memorandum of Understanding in respect of  
Data Sharing in the Administration of  
Tell Us Once (“TUO”)**

15<sup>th</sup> May 2015

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## 1 Definitions

1.1 In this MOU the terms set out in the first column below have the meaning **set out** in the second column.

MOU	without anything further means this MOU including appendices and references to the <i>principal provisions</i> (clauses 1- 8 below) of the MOU are to its provisions excluding the appendices
Customer	means any individual or business entity with whom a public authority has direct or indirect interaction for the purposes of the provision of services, or as part of regulatory and enforcement activities
Data	has the meaning given in Article 1(1) of the DPL
Data controller	has the meaning given in Article 1(1) of the DPL
Data subject	has the meaning given in Article 1(1) of the DPL
DPL	Data Protection (Jersey) Law 2005
Gov.je	the States of Jersey website ( <a href="http://www.gov.je">www.gov.je</a> )
Party and/or Parties	means any signatory or signatories to an appendix to this MOU.
Personal data	has the meaning set out in Article 1(1) of the DPL
Process	in relation to data has the meaning given in Article 1(1) of the DPL
Process Owner	means the Minister for Social Security Department or, in relation to a TUO process, such other public authority as may be specified in an appendix to this MOU.
Sensitive personal data	has the meaning set out in Article 1(1) of the DPL
SSN	Social Security Number a unique identification number issued by the Social Security Department to all Jersey residents
TUO	means the Tell Us Once Programme, part of the eGovernment Programme and the States of Jersey reform Initiative

## 2 Purpose of this MOU

2.1 In line with the States of Jersey's eGovernment vision and core principles; the aim of TUO is to minimise citizen transaction barriers, and reduce transaction costs.

2.2 It is recognised that currently some processes for the delivery of public services present a significant and unnecessary administrative burden to our customers, because of a lack of harmonisation and data sharing between departments of the States of Jersey. It is recognised

that the current service models are built around systems and legislation, rather than being citizen-centric.

- 2.3 TUO is re-engineering processes to meet customers' expectations that Jersey has unified and cost-effective public services. In support of these improved processes; certain core facts will be collected once and shared among departments to minimise the necessity for customers to provide information to multiple departments.
- 2.4 The objective of TUO is to integrate departments' data collection processes, improving government administration by increasing the value and quality of data so that services can be delivered pro-actively. The processes are being improved iteratively, so more and more services, and more and more departments, will join this approach.
- 2.5 The processes being introduced as part of TUO will change the way in which we handle our Customer's information, including personal data and in some instances sensitive personal data. Therefore, the Parties participating in TUO need to co-operate with one another and ensure that they each adopt appropriate data management practices that comply with their legal obligations, in particular those arising under the DPL.
- 2.6 The purpose of this MOU is to ensure that each of the Parties participating in each TUO process have a common understanding of their obligations to manage data obtained pursuant to that process.
- 2.7 The Jersey Financial Services Commission has agreed to participate in the TUO process to the extent that the Process Owner shall collect information for and on behalf of the Jersey Financial Services Commission in respect of Business Names only.

### **3 Scope and structure of this MOU**

- 3.1 This MOU applies to any data received from Customers and shared as part of the TUO processes, including personal and sensitive personal data but also data that doesn't relate to living individuals.
- 3.2 This MOU explains what each Party's responsibilities are in relation to the management of data shared as part of TUO processes.
- 3.3 The principal provisions of this MOU sets out the generality of the Parties' responsibilities for data shared as part of TUO processes.
- 3.4 The appendices to this MOU explain the purpose of each TUO process and which information will be shared for the purposes of each process and which Parties it will be shared with. Each appendix will also state which Party is responsible for co-ordination of each specific TUO process and explain any additional responsibilities that the Parties have for the protection and appropriate use of the data shared for the purposes of each specific process. For the avoidance of any doubt, only Appendix 1 applies to the Jersey Financial Services Commission.

## 4 Roles and Responsibilities

4.1 By signing an appendix to this MOU, each Party agrees to abide by the principal provisions of this MOU having regard to the terms set out in the relevant signed appendix.

4.2 TUO processes involve the capture of information from a variety of sources, and dissemination to a variety of recipients. In relation to each TUO process, the relevant appendix will specify the Parties to that process.

### 4.3 The Process Owner must:

- monitor the overall process and ensure that appropriate security measures are adopted when data is transferred from one Party to another;
- ensure that clear and accessible fair processing notices are published on-line (on Gov.je) to inform Customers of the process where necessary identifying information that will be held in the public domain;
- ensure that this MOU, including all its appendices, will be published on-line (on Gov.je);
- where appropriate and possible, seek the consent of data subjects to the processing of their information under TUO;
- maintain a log of process changes or any other matters of which they are informed by the Parties; and
- keep under review the need for any changes to the TUO process for which they are responsible, including the need to add new Parties, change the method of collecting data or purposes for which it may be used; and
- keep any information published on-line up to date to reflect any changes made to the MOU (see 4.4 below).

4.4 Subject to clause 4.5 below, the Process Owner may, after consulting the Parties to this MOU:

- invite a new Party to sign an appendix to this MOU and may vary the terms of the MOU for that purpose; or
- vary the purposes for which information may be processed pursuant to an appendix to this MOU.

4.5 For the avoidance of any doubt, clause 4.4 shall not apply to Appendix 1. In the event the Process Owner wishes to invite a new Party to sign Appendix 1 to this MOU or vary the purposes for which information may be processed pursuant to Appendix 1, the Process Owner must first obtain the prior written agreement from the Jersey Financial Services Commission (such consent shall not be unreasonably withheld).

### 4.6 The other Parties agree to:

- co-operate with the Process Owner with respect to its role and to comply using reasonable endeavours with any reasonable requests the Process Owner makes for this purpose; and
- use the data shared pursuant to TUO processes only for the purposes described in the relevant appendix;

4.7 The Parties, including the Process Owner, agree to nominate an employee or agent to be the principal point of contact for all communications and enquires made pursuant to this MOU. The persons nominated will be described by reference to their role in the relevant appendix.

### **The Parties as data controllers**

4.8 Any Party to this MOU that either receives data from a Customer or from another Party to this MOU in pursuance of a TUO process and that processes that data or any part of it for its own purposes is a data controller for its version of the data. Data controllers are responsible for complying with their obligations under the DPL in respect of any personal and sensitive personal data that they process. Further provision about the responsibilities of the Parties as data controllers is set out below.

### **Subject information and Freedom of Information (“FOI”) requests made to the Parties:**

4.9 Nothing in this MOU modifies the responsibilities of any Party with regards to compliance with the subject information provisions of the DPL or, if applicable, the requirements of the Freedom of Information (Jersey) Law 2011.

4.10 On receipt of a subject information or FOI request by a Party to this MOU, the recipient Party will inform the Process Owner and the other relevant Parties. All Parties will support each other where possible by providing information reasonably required by the recipient Party to enable it to answer the subject access or FOI request.

## **5 Data Retention**

5.1 In line with the 5th Principle in Schedule 1 to the DPL data controllers must ensure that all Personal data must not be kept longer than is necessary for the purposes for which they are processed. Parties agree to review their records retention policies and ensure that appropriate provision is made for the retention and destruction of Personal data obtained as part of TUO processes.

5.2 The Parties are, in particular, asked to include provision in their retention policies and procedures as to the:

- length of time they intend to hold data provided by TUO;
- business reasons for holding the information for the intended timeframe; and
- intended process for the secure deletion of information that is no longer needed for these purposes.

5.3 Where a Data controller processes Personal data in pursuance of a TUO process for the sole purpose of passing it to another Party it should ensure that it complies with its obligations under

the DPL, which may include secure disposal of the data as soon as it is satisfied that it is no longer necessary to process it. Any Personal data temporarily saved only to support data transmission will be disposed of as soon as it's processed and, in principle, within a week of being shared. Any backup copies will be disposed no later than a year after being made.

## 6 Data Security

- 6.1 In accordance with the 7<sup>th</sup> principle in Schedule 1 to the DPL, data controllers must take appropriate technical and organisational measures against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Personal data.
- 6.2 The Process Owner and the Jersey Financial Services Commission will enter into a contractual agreement with regard to data security within 6 months from the Effective Date of this MOU. Any dispute relating to data security shall be resolved in accordance with the Dispute Resolution process set out in clause 8 below.
- 6.3 There are always data security risks when transferring and managing personal and sensitive personal data. The Parties each agree to take action to mitigate these risks by adopting appropriate data security practices, including ensuring that they have robust procedures in place to protect against the loss or theft of data received pursuant to TUO processes. The Parties also agree to ensure that their employees and agents have appropriate training in data security and the proper management of personal data.
- 6.4 The Parties agree to comply with all reasonable instructions given by the relevant Process Owner for the purpose of maintaining data security and to report any concerns about data security to the Process Owner immediately.
- 6.5 Each Party agrees to follow the following steps in the event that the Party becomes aware of an actual, or suspected, breach of data security relating to data processed pursuant to TUO processes (please also refer to the corporate **Information Handling Policy**);

1. Immediately limit the breadth of the damage and take all reasonable steps to retrieve the data
2. Notify the Party <b>Operations Director/Director</b> and the <b>IS Helpdesk</b> immediately
3. Notify the relevant Process Owner immediately
4. Impacted Parties agree to collaborate to resolve the issue and communicate with Customers
5. Led by the Process Owner, the Parties will assess the risk to the public and possible damage to the States of Jersey
6. The Parties will undertake measures to prevent the breach re-occurring

## 7 References

**SoJ Information Handling Policy:**

**SoJ Acceptable Use Policy:**

**Data Protection (Jersey) Law 2005:** [http://www.jerseylaw.je/law/display.aspx?url=lawsinforce/consolidated/15/15.240\\_DataProtectionLaw2005\\_RevisedEdition\\_1January2015.htm](http://www.jerseylaw.je/law/display.aspx?url=lawsinforce/consolidated/15/15.240_DataProtectionLaw2005_RevisedEdition_1January2015.htm)

## 8 Miscellaneous

- 8.1 **Entry into force:** The MOU will enter into force upon signature by the Parties.
- 8.2 **Duration:** This MOU is signed for an initial period of five years and may be renewed by mutual agreement between the Parties.
- 8.3 **Notice of termination:** Each Party has the right to terminate its participation in TUO under the MOU at any time, but where practicable agrees to give six months' written notice to the Process Owner and to the other Parties of its intention to terminate. In the event that a Party gives notice of its intention to terminate its participation in TUO, all Parties agree to take reasonable steps to ensure that the termination does not affect any prior obligation, project or activity already in progress and to use reasonable endeavours to prevent any adverse impact on public services.
- 8.4 **Amendment clause:** The MOU may be modified or amended by written agreement between the Parties.
- 8.6 **Dispute Resolution:** Since an MOU normally does not create binding financial obligations between the Parties, formal means of dispute settlement like arbitration should be avoided. In the event of a dispute, controversy or claim arising out of or relating to this MOU, or the breach, termination or invalidity thereof (a "dispute"), the Parties will use their best efforts to settle promptly such dispute through direct negotiation. Any dispute that is not settled within sixty (60) days from the date either Party has notified the other Party of the nature of the dispute and of the measures that should be taken to rectify it will be resolved through consultation between the senior authorised representatives. Each Party will give full and sympathetic consideration to any proposal advanced by the other to settle amicably any matter for which no provision has been made or any controversy as to the interpretation or application of this MOU.

## Appendices

## Appendix 6: Cease Trading Notifications Data Sharing MOU

### 1. Parties

The Chief Minister's Department, Social Security Department, Treasury Resources Department (Taxes Office) and any other parties signing this agreement.

### 2. Purpose

A new TUO Cease Trading Notification process is being put in place to allow business customers to communicate easily to the Parties that a business has ceased trading. This will improve the customer experience by removing the need to provide the same or similar information to each Party independently.

It is proposed that the Chief Minister's Department's Population Office should collect Cease Trading Notifications on behalf of all of the Parties and then share the relevant information in those Cease Trading Notifications with each Party to trigger any activities required prior to closing down its relationship with the business.

### 3. Information subject to this MOU

The Chief Minister's Department will share all the information provided by the customer in the notification and the results of any checks executed on such information. The information that will be shared is as follows:

ID	Description	Information Shared (*)		
		Social Security	Tax	Other parties
1	Details of notifier, including contact details and relationship to the business	•	•	•
2	Date of notification and of cessation of trading	•	•	•
3	Details of the business, including business names, addresses and references within the different departments	•	•	•
4	Business Owner Name	•	•	•
5	Reason for Cessation of Trading	•	•	•
6	Information regarding employment since last returns	•	•	

(\*) please note the information will be shared with these and other Parties as appropriate for the purpose of the MOU.

#### 4. Transfer and purposes of processing the data

Information will be shared via access to secure file locations or other appropriate technical solutions.

Parties acting as recipients of the data will use the data provided to process ceasing entities in their departmental systems. This data may then be used to instigate the provision of services deemed relevant to those ceasing entities, as is determined by the recipient department.

#### 5. Roles and Responsibilities

**The Process Owner** is the Social Security Department (SSD). All notifications regarding this TUO process should be directed to the SSD Business Licensing Team Manager ([businesslicensing@gov.je](mailto:businesslicensing@gov.je))

The principal point of contact for each of the Parties is:

Department	Role
Chief Minister's Department	Population Office Senior Manager Business Licensing
Social Security Department	Head of contributory benefits
Tax Department	Director of Personal Tax

Any enquiries or notifications that should be sent for the purposes of this MOU should be directed to the principal point of contact above in the first instance.

**For the Treasury and Resources Department Taxes Office**

I sign that I have read the MOU and its appendix 6, and agree to fulfil the requirements of this process as stated.

Signed: **Richard Summersgill – Comptroller**

Date:

Role: **Comptroller**

**For the Social Security Department**

I sign that I have read the MOU and its appendix 6, and agree to fulfil the requirements of this process as stated.

Signed: **Ian Burns**

Date:

Role: **Chief Officer**

**For the Chief Minister’s Department (Population Office)**

I sign that I have read the MOU and its appendix 6, and agree to fulfil the requirements of this process as stated.

Signed: **John Richardson**

Date:

Role: **Chief Officer**