Information Sharing Workgroup Update

Information Sharing Agreements

Iain Henderson, 13th May 2011

Project Goals

- Our goals for the standard information sharing agreement are to:

  • Define a legal framework for managing information shared from an individual to an organization for a directed purpose, where the individual maintains both access and usage control

  • Use simple, clear language

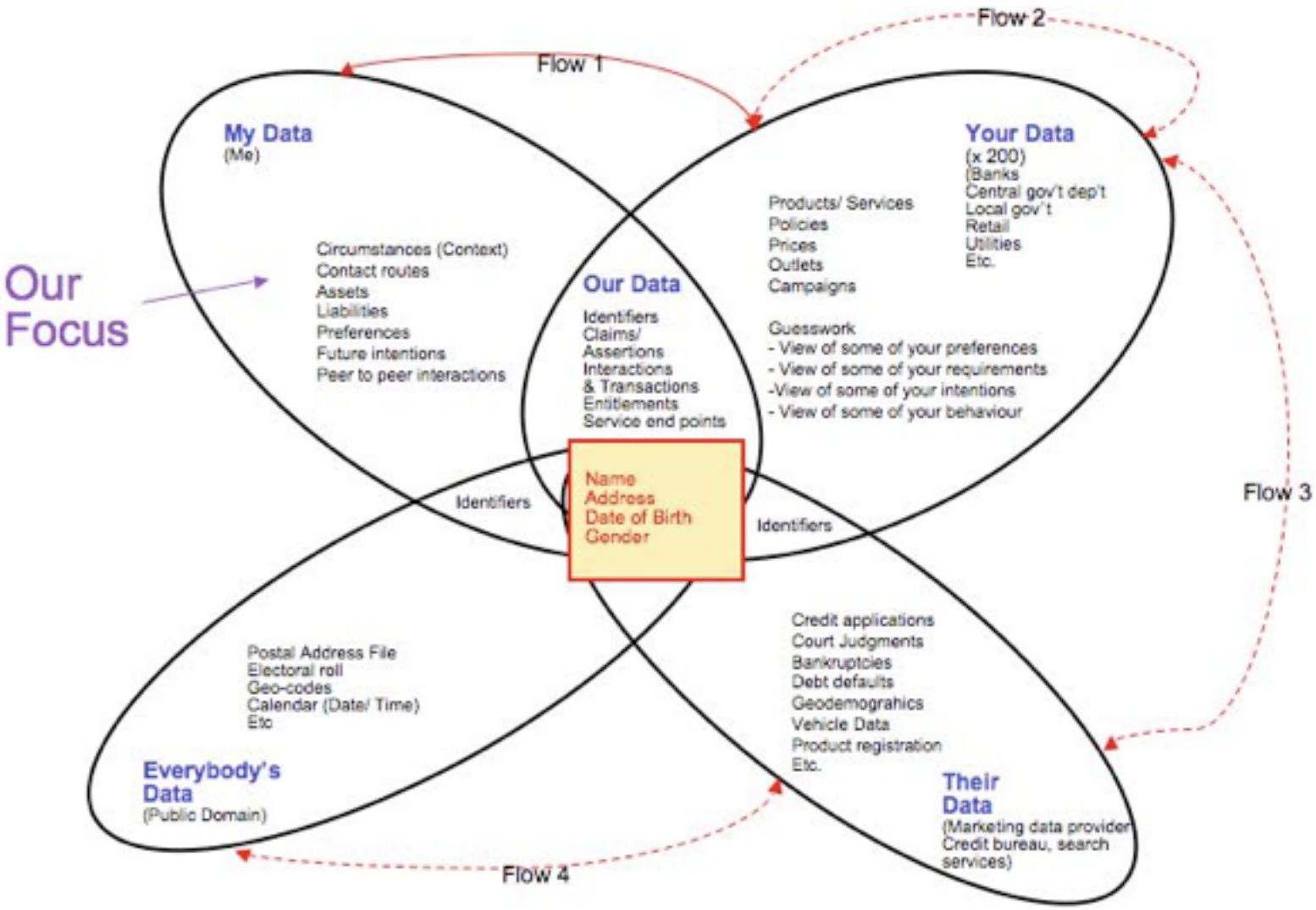
  • Cover a wide range of different, specific use cases & situations

  • Suitable for use in different jurisdictions, and cross-jurisdictional transactions

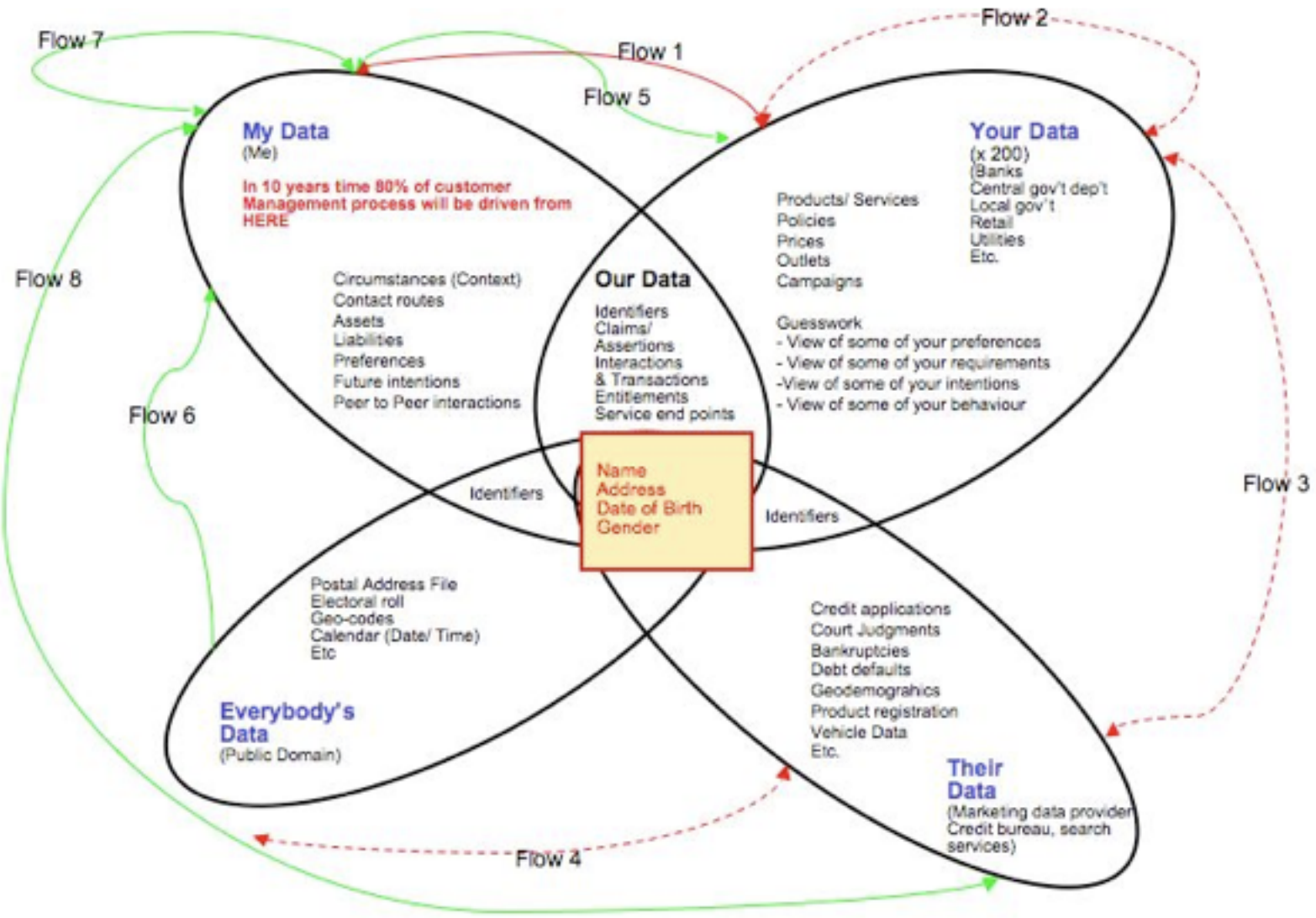
  • Use an appropriate IP-regime to ensure work is open for community use (e.g. Creative Commons Share-Alike Attribution), copyright, database rights, etc.

  • Be human, computer, lawyer readable

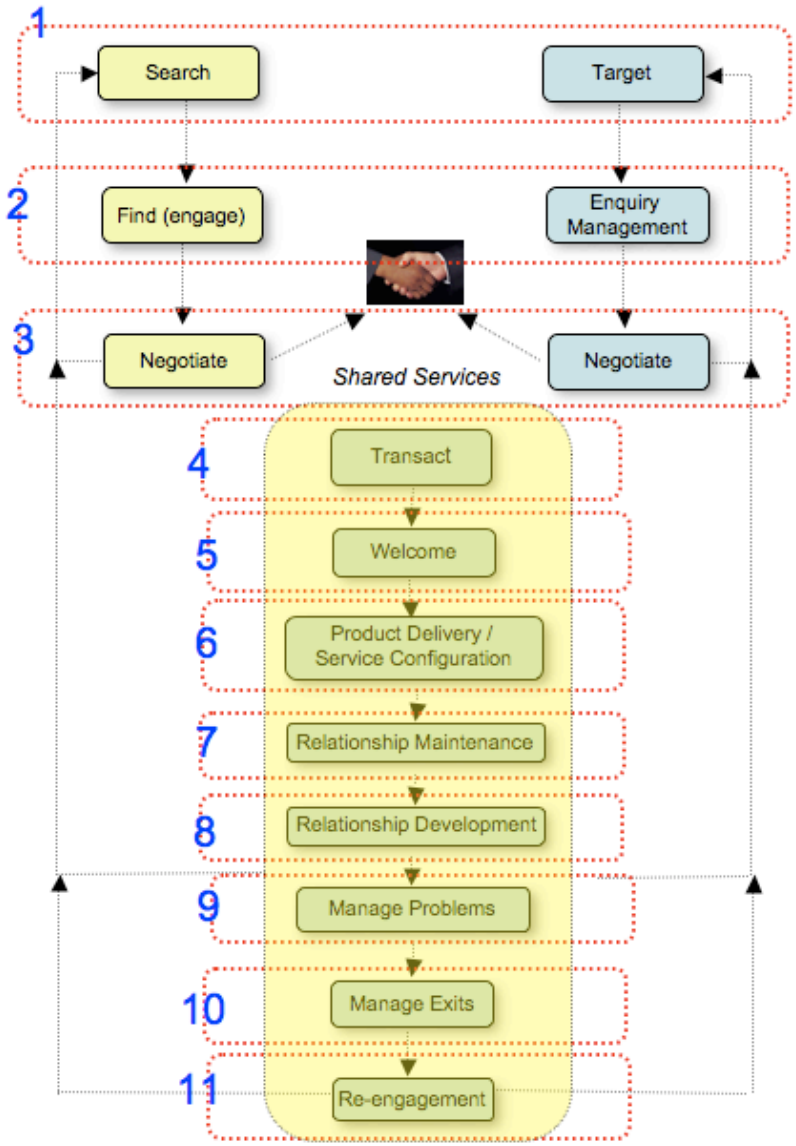
Context – Current State



Context – Target State



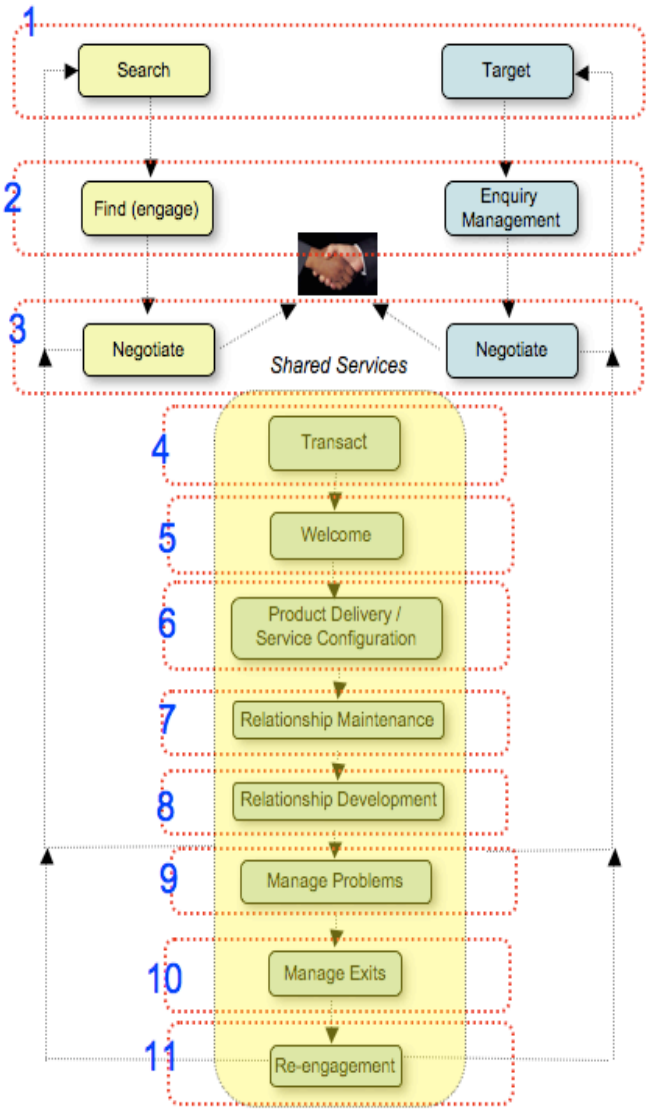
A Tool We Use - The Customer-Supplier Engagement Framework



Capabilities of Individual

Customer-Supplier Engagement Framework

Capabilities of Organisation



Identity Management

Terms of Service Agreements

Privacy Policies

Advertising/ ATL/ Search Optimisation

Direct Marketing outbound, all channels

Direct Marketing (response mgt)

Interaction (CRM application S)

Interaction (Sales Order Processing)

Product Delivery/ Service Set Up

Relationship Data Maintenance

Interaction(CRM application CS)

Interaction (CRM application R)

Interaction (CRM application W)

Prospecting

Dialogue Support

Service Delivery

Relationship Management

Enterprise Data Management

Each information sharing agreement (contract) has a common core

(we refer to this as 'The Master Agreement')

Master Agreement covers:
Time frame of access (assumes indefinite unless specified in specific transaction agreement)
Key principles around reasonable use in eyes of discloser, good faith, shared data value
Assumes a relevant Trust Framework is in place to support deployment and governance

Mutual Responsibilities:
- Audit trail

Discloser responsibilities:
- Acceptance of confirmed liabilities under specific transactions
- No hacking (good faith)
- Limited liability when acting in good faith
- No fraudulent misrepresentation
- Data accuracy

Recipient responsibilities:
- Trust framework signatory in place with appropriate resources and capabilities
- Data sought/ procured stated overtly
- Purpose of data collection (procurement) set out overtly
- Data sought restricted to only that required for the purpose stated above
- Except Auditing and Analysis
- auditing means data inspection required for 3rd party validation, data must be depersonalized or anonymized
- analysis is restricted to the purpose, maintaining quality of the purpose, and improving the capability to deliver the purpose
- Data acquired is retained no longer than the period agreed
- Data subject(s) are entitled to access shared data and data derived from that data
- Have a duty of confidentiality,
- Onward assignment requires new agreement between parties
- Data security in transit and at rest is assured (includes transparency over hosting arrangements)
- Onward sharing is overt

Patterns Identified (work in progress)

Pattern 1: e.g. Personal RFP: value added, read & use for lifetime of pRFP, communications via service broker, statistical aggregation

(note: this relates to step 2 in the Customer – Supplier Engagement Framework)

Pattern 2: e.g. Transit Authority: geo-location data, read & use indefinitely, no value added, no communications channel, statistical aggregation

(note: this relates to step 7 in the Customer – Supplier Engagement Framework)

Pattern 3: e.g. Road Warrior Program: geo-location data, read & use indefinitely, value added, communications channel: device specific (GPS interface)

(note: this relates to step 7 in the Customer – Supplier Engagement Framework)

Pattern 4: e.g. Usage optimisation: use data, read & use indefinitely, value added (advice), communications channel: notification (SMS, email), power of attorney

(note: this relates to step 8 in the Customer – Supplier Engagement Framework)

Pattern 5: e.g. Relationship Maintenance/ (Soft Subject Access?) maintain and enhance data shared to enable a (supply) relationship

(note: this relates to step 7 in the Customer – Supplier Engagement Framework)

Broadcast update