

Information Sharing Agreement

THIS ISA is made on the 06/06/2022

BETWEEN

THE SECRETARY OF STATE FOR JUSTICE of 102 Petty France, London SW1H 9AJ (“HMPPS”) **ICO Reg No: Z5679958**

AND

City of Lincoln Council, City Hall, Beaumont Fee, Lincoln LN1 1DD (“the Information Recipient”) **ICO Reg No: Z6277436**

West Lindsey District Council, Guildhall, Marshall’s Yard, Gainsborough, Lincolnshire, DN21 2NA (“the Information Recipient”) **ICO Reg No: Z5460805**

East Lindsey District Council, Tedder Hall, Manby Park, Louth, Lincs LN11 8UP (“the Information Recipient”) **ICO Reg No: Z7312865**

North Kesteven District Council, PO Box 3 Council Offices, Eastgate, Sleaford, NG34 7EF (“the Information Recipient”) **ICO Reg No Z5680267**

South Kesteven District Council, Council Offices, ST Peters Hill, Grantham, NG31 6PZ (“the Information Recipient”) **ICO Reg No Z5722392**

Boston Borough Council, Municipal Buildings, West Street, Boston, Lincs, PE21 8QR (“the Information Recipient”) **ICO Reg No Z5999079**

South Holland District Council Council Offices, Priory Road, Spalding, Lincolnshire, PE11 2XE (“the Information Recipient”) **ICO Reg No: Z6231060**

NACRO, Walkden House, 16-17 Devonshire Square, London EC2M 4SQ **ICO Reg No : Z6714501**

1 Background:

- a. Data Protection legislation places certain obligations upon Information controllers and processors to ensure that they provide sufficient guarantees to ensure that the processing of personal Information (including special categories of personal Information and sensitive processing) carried out is secure;
- b. This ISA exists to ensure that there are sufficient security guarantees in place and that the processing complies with all such obligations as set out in Data Protection legislation;
- c. The HMPPS and the Information Recipient will both be responsible for compliance with Data Protection legislation in relation to the shared information and this ISA exists to provide a framework for that compliance.
- d. This ISA may follow on from a Privacy Impact Assessment and confirms a lot of the information already gathered and agreed.
- e. This ISA is agreed in relation to the Lincolnshire Prison Release Housing Protocol

IT IS NOW AGREED as follows (and please note that the definition and interpretation glossary is detailed at the end of the document):

2 Purpose(s) and legal basis

2.1 The shared Information is provided for the following purpose(s)

Information is being shared for the following specific purposes:

- To reduce the number of people who leave custody without any accommodation
- To reduce the number of people who leave custody with accommodation which is unsuitable.

The information shared will be considered against the safety requirements of the People on Probation; staff involved with the Person on Probation and the general public.

HMMPS and the information recipient must only use the agreed information to protect the public, staff involved with the service and the Person on Probation.

To elaborate, this ISA will allow for staff and residents to be better protected, as the staff will have a more accurate picture of the risks posed by those People on Probation residing at the premises. HMPPS staff will also be better protected when conducting visits as they will be aware of any change in behaviour observed by staff in relation to the People on Probation. This way of information sharing will also allow for the wider public to be better protected as it will feed into the risk management plan and subsequent reviews.

The objective of this ISA is to ensure that only the information necessary to source suitable accommodation and to ensure the safety of all concerned is shared in accordance with the relevant legislation and to ensure HMPPS and the Housing Provider disclose information if the accommodation is found unsuitable.

2.2 In order to achieve the purpose of the share the following will take place:

1. An assessment is made of every person, who has been taken into custody, as early as possible in the criminal justice process, to establish if they are at risk of homelessness on release.
2. If such a risk is identified, a named person takes responsibility for coordinating action to prevent homelessness.
3. Wherever practical, if a person is living in suitable accommodation prior to coming into custody, steps are taken to avoid the loss of that accommodation, and to avoid the building up of rent arrears and/or other debt relating to that accommodation.
4. If it is not practical to retain accommodation held prior to custody e.g. because of a long sentence, then such accommodation should be released in such a way as not to build up debt, and where possible to safeguard the person's possessions which may have been left in that accommodation.
5. If a person was not living in suitable accommodation prior to coming into custody, or it is not possible to retain such accommodation to return to on release, efforts should begin no less than 56 days before the expected release date, to secure suitable accommodation to coincide with release.
6. If this is not possible e.g. for people with a very short sentence with no accommodation to return to, efforts to secure accommodation should begin in earnest as soon as the release date is known.

7. Efforts to prevent homelessness should be coordinated between the relevant parties to this agreement and carried out in a spirit of partnership and cooperation, in order to maximize and make best use of the resources which are available.
 8. Detailed and accurate information necessary to support people safely and effectively will be shared between the relevant organizations involved, and any additional consents required to enable this will be sought.
 9. All people at risk of homelessness within 56 days should be referred to the appropriate LHA as early as possible in line with the Duty to Refer legislation in the Homelessness Reduction Act.
 10. LHA's should respond to all such referrals in a timely fashion and agree a Personal Housing Plan between the person, the relevant agencies (those within in the criminal justice system e.g. Probation Service, and others including DWP) as soon as possible.
 11. If it is not possible to secure suitable accommodation in time for release, urgent steps should be taken on release to prevent rough sleeping, where this has been identified as a risk.
 12. Agencies will work together to ensure that appropriate support is offered to people subsequent to release.
- Please refer to the Lincolnshire Prison Housing Protocol for the more details of how to achieve the above.

2.3 The information share will consist of the following steps of which the Parties acknowledge their respective obligations:

Under the terms of this agreement consent to refer must be given for People on Probation . All People on Probation within HMPPS are asked to sign a confidentiality statement at Induction. This allows HMPPS to form partnerships with accommodation providers for the purpose of People on Probation management.

There may be some cases where information can be shared without consent to refer. For example, HMPPS may need to disclose to accommodation providers the location of a victim or children at risk in order to NOT offer accommodation to the People on Probation in that area.

Should the People on Probation have refused consent to refer at induction, prior to the HMPPS contacting the information recipient consent to refer will again be sought to share for finding accommodation only.

HMPPS will keep a copy of the signed consent to refer form and a copy made available to the information recipient if requested providing retention and disposal as per terms of the ISA is followed.

Once consent to refer has been gained, the HMPPS will initiate the referral to the information recipient.

The People on probation will need to complete the referral form (or HMPPS on behalf of the People on probation with permission). A copy of the referral form or link to the referral form can be found under Annex 1

The following information will be shared:

Data Ref	Type of Data	Purpose of Data	Format and Detail of Data
<i>Example</i>	<i>Personal Contact Information</i>	<i>To enable access and communication whilst assessing services</i>	<i>Housing Consent Form and/or Probation Service Referral</i>

1	Name, gender, data of birth, NI number, Telephone and email contact details. Current accommodation	To enable a decision to be made by the Housing provider for the provision of accommodation services.	<p>The primary conduit is via the Jigsaw portal https://live.housingjigsaw.co.uk/alert/duty-to-refer</p> <p>with the following emailing of referral as a failsafe.</p> <p>Completion of NDelius referral form in annex 1</p> <p>To be sent to secure email depending on the housing provider</p> <p>City of Lincoln Council dutytorefer@lincoln.gov.uk</p> <p>West Lindsey District Council dutytorefer@west-lindsey.gov.uk</p> <p>East Lindsey District Council dutytorefer@e-lindsey.gov.uk</p> <p>North Kesteven District Council dutytorefer@n-kesteven.gov.uk</p> <p>South Kesteven District Council housingadvice@southkesteven.gov.uk</p> <p>Boston Borough Council dutytorefer@boston.gov.uk</p> <p>South Holland District Council dutytorefer@sholland.gov.uk</p>
2	Referral Form	Consent to refer will be obtained by HMPPS. In order to refer then further risk and offending details will be given to the Housing Provider to ensure the safety of their staff, the service user and the public.	Consent to refer is included in the NDelius Referral Form in annex 1
3	Risk and 'other issues' Information	<p>Risk information to be shared that indicates changes to behaviour, risk, self-report, new charges/offences, to ensure safety of all.</p> <p>The Probation Service OM can share with the housing provider the risk issues relevant to their specific involvement with that individual. IE what does the persons risk mean</p>	Detailed within the NDelius referral form in Annex 1

		<p>specifically for their staff and other potential residents, and what would their specific role be in terms of the risk management of that individual.</p> <p>Other Issues summary will be required also to ensure that the Person on Probation obtains the most appropriate accommodation in relation to their specific needs</p> <p><u>HMPPS cannot share previous convictions and/or Police intel.</u></p>	
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2.4 The legal basis for sharing this information is....

Section 14 of The Offender Management Act 2007 sets out that information can be disclosed for offender management purposes (eg reduce Reoffending)
Statutory obligation under the Care Act 2014

Section 8 of the Data Protection Act 2018 and Article 6 (1) of GDPR (lawfulness of processing), the reference in point (e) to processing of personal data that is necessary for the performance of a task carried out in the public interest or in the exercise of the controller's official authority includes processing of personal data that is necessary for the Administration of Justice.

UK GDPR Article 6(1)(e) Public Task "processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller".

a. Processing is carried out in line with our duties under the Housing Act 1996 Part VII (as amended by the Homelessness Act 2002, the Localism Act 2011 & the Homelessness Reduction Act 2017).

b. Research is being conducted to help the Council carry out its statutory duties to residents who have been accepted as homeless or in the process of being assessed

3 Further use of Shared Information

- 3.1 The Information Recipient agrees not to process the shared Information for purposes that are incompatible with the purposes in Clause 2.
- 3.2 The Information Recipient agrees not to process the shared Information, except as necessary for the performance of the information share and to achieve the purposes in Clause 2, unless expressly authorised in writing by the HMPPS.
- 3.3 The steps comprising the Information share are set out in Clause 2. This ISA does not relate to any Information sharing between the Parties not forming part of the Information share.

4 Representatives

- 4.1 The Parties will each appoint a representative to be the primary point of contact in all matters relating to this Agreement:

Organisation	Operational Lead	Contact
City of Lincoln Council	Joanne Smith	joanne.smith@lincoln.gov.uk
West Lindsey District Council	Laura Hill	laura.hill@west-lindsey.gov.uk
East Lindsey District Council	Sandra Birks	sandra.birks@e-lindsey.gov.uk
North Kesteven District Council	Julia Miller	julia_miller@n-kesteven.gov.uk
South Kesteven District Council	Sarah McQueen	sarah.mcqueen@southkesteven.gov.uk
Boston Borough Council	Sandra Birks	sandra.birks@e-lindsey.gov.uk
South Holland District Council	Gemma Johnson	gemmajohnson@sholland.gov.uk
The Probation Service	Helena Wilks	Helena.Wilks@justice.gov.uk
NACRO	Kerry McKenna	Kerry.McKenna@nacro.org.uk

- 4.2 The Parties agree that these nominated representatives, or their successor, will correspond at regular intervals throughout the Information share to discuss activity in general and will provide updates to each other on matters of mutual interest.
- 4.3 The persons who will be supervising the processing of the shared Information areas are listed in the table above on section 4.1.
- 4.4 The persons who will be processing the shared Information are Probation Practitioners who have supervisory responsibility for People on Probation within Lincolnshire, and their colleagues within custodial establishments who work with those individuals.

5 Freedom of information

- 5.1 The Data Protection Officer at **Data Recipient** should be contacted by any Partner Organisation receiving a SAR or FOI request that captures Information disclosed to them under this Agreement. They will contact the relevant nominated Data Protection Officers at all relevant Partner Organisations to determine whether they wish to claim an exemption or if they have any objections under the provisions of the relevant Act before disclosure takes place.
- 5.2 The Information Recipient acknowledges that the HMPPS is subject to the requirements of FOIA and the Environmental Information Regulations and shall assist and co-operate with the HMPPS to enable the HMPPS to comply with its information disclosure obligations. HMPPS currently has 1 calendar month to respond to a Subject Access Request (SAR) and 20 working days for a FOI request (and those timescales commence from the time/date the request is made to either party); therefore, requests for data which the HMPPS hold need to be submitted to us as soon as possible as the clock has already started ticking. The Information Recipient agrees to:
- transfer to the HMPPS all Requests for Information that it receives as soon as practicable and in any event within [two] Working Days of receiving a Request for Information;

- b. provide the HMPPS with a copy of all information in its possession, or power in the form that the HMPPS requires within [five] working days (or such other period as the HMPPS may specify) of the HMPPS's request; and
 - c. provide all necessary assistance as reasonably requested by the HMPPS to enable the HMPPS to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 5.3 The HMPPS shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this ISA or any other ISA whether any information is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations.
- 5.4 In no event shall the Information Recipient respond directly to a Request for Information unless expressly authorised to do so by the HMPPS.
- 5.5 The Information Recipient acknowledges that (notwithstanding the provisions of this Clause) the HMPPS may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under FOIA or the Environmental Information Regulations to disclose information concerning the Information Recipient or the Project:
- a. in certain circumstances without consulting the Information Recipient; or
 - b. following consultation with the Information Recipient and having taken their views into account;
- 5.6 Provided always that where paragraph (a) applies the HMPPS shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Information Recipient advanced notice, or failing that, to draw the disclosure to the Information Recipient's attention after any such disclosure.
- 5.7 The Information Recipient shall ensure that all information is retained for disclosure in accordance with HMG guidelines and shall permit the HMPPS to inspect such records as requested from time to time.
- 5.8
- All Parties are subject to the provisions of FOIA and the Environmental Information Regulations and shall assist and co-operate with each other to enable each other to comply with their respective statutory duties in relation to Requests for Information. In particular, where a Party receives a Request for Information pertaining to the subject matter or operation of this ISA, it shall as soon as practicable notify the other Party's nominated representative, in writing, of the details of the information requested, the date such Request was made and, if permitted by law, the name of the person making the Request. The Party which has received the Request shall, prior to responding to the applicant, consult with the other Party and to facilitate such consultation shall provide it with a copy of all information which it proposes to disclose not less than [5 working days] before disclosure.

6 Statutory compliance

- 6.1 The Parties shall comply with all relevant legislation, regulations, orders, statutory instruments and any amendments or re-enactments thereof.

7 Transfer of Shared Information

- 7.1 The Information Recipient guarantees that the shared Information will be transferred via secure email.

- 7.2 Transfer of Information to or from removable media will be avoided wherever possible. Where it is not possible to avoid the use of removable media, HMPPS and the Information Recipient(s) will agree to apply all of the following conditions and agree these before invocation:
- a. the information transferred to the removable media will be the minimum necessary to achieve the identified purpose, both in terms of the numbers of people covered by the information and the scope of information held;
 - b. only anonymised information will be held, if possible, in the context of the purpose for the information share;
 - c. the removable media will be encrypted to a standard of at least FIPS140-2 or equivalent. In addition, it will be protected by an authentication mechanism, such as a password;
 - d. user rights to transfer Information to removable media will be carefully considered and strictly limited to ensure that this is only provided where absolutely necessary for the purposes specified in this ISA and subject to monitoring by HMPPS;
 - e. if removable media is required then the specific individuals responsible for the removable media will be named and recorded on a designated list maintained locally.
- 7.3 The Information Recipient guarantees that the shared information will be transferred in accordance with the HMG Security Policy Framework

8 Ability to access Shared Information

- 8.1 The Information Recipient will ensure that it can access the shared information provided. When received, shared information should be opened and saved onto the Information Recipient's secure system. It is the Information Recipient's responsibility to inform the HMPPS, within one week of receiving the Shared Information, if they are unable to access that shared information.

9 Products and publications

- 9.1 The shared information may allow for persons to be identified. The Information Recipient, therefore, agrees that no outputs will be produced that are likely to identify a person, unless specifically agreed with the HMPPS.

10 Disclosure protection

- 10.1 Techniques for aggregation and disclosure protection, as part of the output of the Project, will be in accordance with the rules set out below.
- a. Tables that contain very small sample numbers in some cells may be disclosive. The Information Recipient will ensure that tables do not report numbers or percentages in cells based on only 5 or less cases. Cells based on 5 or less cases should be combined with other cells or, where this is not appropriate, reported as 0 percent.
 - b. Tabular outputs should not report analyses at detailed levels of geography. The Information Recipient will clear with the HMPPS, before publication, any tables below Government Office Region (Inner/Outer London).
 - c. Although most outputs from models or other statistical analysis will not be disclosive, the Information Recipient will ensure that persons, households or organisations cannot be identified. In particular, results based on very small numbers, should be avoided. Any output that refers to unit records, e.g. a maximum or minimum value, should be avoided. Models should not report actual values for residuals.
 - d. Graphical outputs should be based on non-disclosive information. The Information Recipient will take particular care not to report extreme outliers.

11 Matching or linking of Shared Information

11.1 The shared information will not be matched or linked with any other Information or information sources.

12 Duplication and copies

12.1 The Information Recipient agrees that no duplication of the Shared Information may take place or copies of the Shared Information be made other than as agreed in the description of the Project in Clause 2.3 or with the written MOU of the HMPPS

13 Duration of the Information share

13.1 The shared information will be provided for an ongoing period.

13.2 The maximum duration of the information share will not exceed 5 years.

13.3 If a finite share date has been agreed and an extension is required; a request is to be made ahead of the finite end date and approval should be recorded and filed alongside this ISA.

14 Review

14.1 A review of the information share is to be conducted by HMPPS and the Information recipient and this is a mandatory annual requirement from the point of signature. A review form is attached at Annex 2.

14.2 HMPPS and the Information recipient will assess risks to the confidentiality, integrity and availability of information in this information share at least annually taking account of views of all involved in the share, to confirm that information is still proportionate, communicated securely, used appropriately and still as a legal requirement.

15 Actions at end of the information share

15.1 At the end of the information share, the Information Recipient agrees to destroy all copies of the shared information, including temporary copies, CDs, printed copies, personal copies, derived Information sets and all electronic copies in a controlled way, i.e.:

- a. Destroy paper records by incineration, pulping or shredding so that reconstruction is unlikely;
- b. Dispose of electronic media that have been used for protected personal Information through secure destruction, overwriting, erasure or degaussing for reuse.

15.2 The Information Recipient will ensure that the shared information is destroyed to the standards that meet government standards for secure and complete destruction.

15.3 After the shared information has been destroyed, the Information Recipient will sign a declaration to confirm that the Shared Information and all copies of the shared information have been destroyed and to the required standards.

16 Commencement and term

16.1 This ISA shall commence upon signature by the Parties and shall continue in effect until the Information share has been completed in accordance with the requirements of this ISA unless otherwise subject to earlier termination in accordance with Clause 18.

16.2 If a new partner joins the agreement, the single point of contact (SPOC) in each partnership agency will be notified as soon as possible to ensure that they are aware they can share information with the new partner. If a partner withdraws from this agreement they will give at least one month's notice. The SPOC in each agency will be notified within seven days of the withdrawal so all partners are aware they should no longer share information under this agreement. Partners who are no longer part of the agreed information share will still be bound by this agreement in relation to the information previously shared under it.

17 Loss and unauthorised release

- 17.1 The Information Recipient will report to HMPPS any suspected or actual loss or unauthorised access or release of the shared information, as soon as possible or no later than **4 hours** after the suspected or actual loss or unauthorised release is discovered.
- 17.2 The Information Recipient acknowledges that any loss or unauthorised release of the shared information can be treated as valid grounds for terminating this ISA by the HMPPS.
- 17.3 Any loss or unauthorised release of the shared information by the Information Recipient will allow the HMPPS to request that a full investigation into the cause of the loss or unauthorised release be undertaken; or allows the HMPPS to undertake such an investigation itself.
- 17.4 The Information Recipient fully indemnifies the HMPPS for all financial loss and liability that may arise from loss or unauthorised release of the shared information by the Information Recipient.
- 17.5 Any partner found to be in breach of the law relating to the processing of information covered under this Agreement will accept total liability for a breach of this Information Sharing Agreement should legal proceedings be served in relation to the breach.

18 Termination

- 18.1 Either Party may terminate this ISA upon one month's written notice to the other.
- 18.2 Either Party may terminate this ISA with immediate effect in the event of breach of its obligations by the other Party to this ISA.

AS WITNESS of which the parties have set their hands on the day and year first above written. Signatories are required to understand the responsibility that they hold in signing this.

SIGNED for and on behalf of
THE SECRETARY OF STATE
FOR JUSTICE

By:



Name: Becky Bailey.....

Role: Head of Lincolnshire PDU

SIGNED for and on behalf of
City of Lincoln Council

By:



Name: Daren Turner

Role: Director of Housing and Investment.....

SIGNED for and on behalf of

West Lindsey District Council

By:



Name: Di Krochmal.....

Role: Assistant Director - Homes & Communities

SIGNED for and on behalf of

East Lindsey District Council


By: 

Name: Emily Spicer

Role: Assistant Director

SIGNED for and on behalf of

North Kesteven District Council

By: 

Name: Evonne Rogers.....

Role: Assistant Director of Corporate and
Community Services

SIGNED for and on behalf of

South Kesteven District Council

By: 

Name: Andrew Cotton

Role: Director of Housing & Property

SIGNED for and on behalf of

Boston Borough Council

By: 

Name: Emily Spicer

Role: Assistant Director

SIGNED for and on behalf of

South Holland District Council

By: 

Name: Emily Spicer

Role: Assistant Director

SIGNED for and on behalf of

NACRO

By: *KMcKenna*

Name: **Kerry McKenna**

Role: Probation Contract Manager, Justice & Health

19 Definitions and interpretation

19.1 For the purposes of this ISA the HMPPS and the Information Recipients will be Joint Controllers

19.2 In this ISA the following words and phrases shall have the following meanings, unless expressly stated to the contrary:

- a. **“Act”** means UK Data Protection Legislation including the Data Protection Act 2018 (DPA);
- b. **“Information Controller”** has the meaning as given in the DPA;
- c. **“Data Protection Legislation”** means the DPA, Regulation (EU) 2016/679 of The European Parliament and of The Council of 27 April 2016 (the General Data Protection Regulation (GDPR)), Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 (the Law Enforcement Directive), the Regulation of Investigatory Powers Act, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations, the Electronic Communications Data Protection Directive, the Privacy and Electronic Communications (EC Directive) Regulations and all applicable laws and regulations relating to processing of personal Information (including special categories of personal Information and sensitive processing) and privacy, in force at the time of the processing being conducted including where applicable the guidance and codes of practice issued by the Information Commissioner;
- d. **“Information Subject”** has the meaning as given in the DPA;
- e. **“Information Recipient”** has the meaning of the organisation/person receiving the Information in this ISA;
- f. **“Environmental Information Regulations”** means the Environmental Information Regulations 2004, as amended, together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
- g. **“FOIA”** means the Freedom of Information Act 2000, as amended;
- h. **“Parties”** means the parties to this ISA, namely HMPPS and the Information Recipient;
- i. **“Personal Information”** has the meaning as given in the DPA;
- j. **“Special categories of personal Information”** (formerly known as ‘sensitive personal Information’) has the meaning as given in the DPA;
- k. **“Project”** means the steps described in Clause 2 of this ISA;
- l. **“Processing”** has the meaning as given in the DPA;
- m. **“Sensitive processing”** has the meaning as given in the DPA;
- n. **“Request for Information”** means a request for information or an apparent request under FOIA or the Environmental Information Regulations;
- o. **“Responsible Information Asset Owner”** means an individual occupying the position of Information Asset Owner within the HMPPS, who has asset ownership obligations in relation to the Shared Information;

- p. **“Shared Information”** means the information to be shared as set out in Clause 2 of this ISA;
- q. **“Joint Controllers”** has the meaning as given in the DPA.
- r. **“HMG Security Policy Framework”** (HMG Her Majesty’s Government. (referenced throughout and found through the following link - <https://www.gov.uk/government/publications/security-policy-framework>) In this ISA:
- 19.3 the masculine includes the feminine and neuter;
- 19.4 person means a natural person;
- 19.5 the singular includes the plural and vice versa;
- 19.6 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment, and in any event, to the version currently in force at the time of this ISA.
- 19.7 Headings are included in this ISA for ease of reference only and shall not affect the interpretation or construction of this ISA.
- 19.8 References in this ISA to Clauses, Paragraphs and Annexes are, unless otherwise provided, references to the Clauses, Paragraphs and Annexes of this ISA.
- 19.9 In the event and to the extent only of any conflict or inconsistency between the provisions of the Clauses and the provisions of the Annexes, the provisions of the Clauses shall prevail; or
a. the provisions of this ISA and the provisions of any document referred to or referenced herein, the provisions of this ISA shall prevail.

20 Change History

This table depicts the history of the document and what has changed since the last version.

Version	Nature of Change	Author
0.1	First Draft	Maureen Lynch
0.2	Changes after Peer Review; changes were addition of legal basis	Maureen Lynch
1.0	Approved, Signed, Filed and Communicated	Paul Manning
1.1	Changes for peer review	Paul Manning
2.0	Approved, Signed, Filed and Communicated	Paul Manning

21 ANNEXES

These are the documents that are attached alongside this document (Embedded for ease)

Annex 1 Other – Consent to Referral Form



NDelius Duty to Refer
Referral form.doc

Annex 2 Review Form



ISA
Template_ANNEX 2 F