

**Information Sharing Agreement relating to the
validation of applications for the 18-25 Care
Leavers Bus & Tram Discount Travel Concession
Scheme**

Between

Transport for London

and

The London Boroughs & City of London (LAs)

and

**London Councils/ London Innovation &
Improvement Alliance (LIIA)**

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DEFINITIONS

Term	Acronym	Description
Anonymised Information		Information in a form that cannot identify individuals and where any subsequent identification through its combination with other information is not likely to take place
Association of London Directors of Children Services	ALDCS	A pan-London body representing all of London's statutory Directors of Children's Services. It provides strategic leadership which promotes and improves the work boroughs do to offer all children and young people the best start in life and opportunities and support to achieve their full potential.
Care Leavers		Young people who fall within the definition of 'care leaver' contained in section 2(7) of the Children and Social Work Act 2017.
18-25 Care Leavers Bus & Tram Discount Concession Scheme	18-25 CL Discount scheme	An Oyster photocard travel concession operated by TfL for eligible Care Leavers aged 18-25 who reside in London, which offers half price bus and tram fares.
(Data) Controller		Has the same meaning as defined in Data Protection Legislation, that is, the person who determines the manner in which and purposes for which Personal Data is or is to be processed either alone, jointly or in common with other persons
(Data) Processor		Has the same meaning as defined in Data Protection Legislation, that is, any person who processes data on behalf of the Data Controller (other than an employee)
Data Protection Act 2018	DPA 2018	Includes all codes of practice and subordinate legislation made under the DPA 2018 from time to time
Data Protection Impact Assessment	DPIA	A tool that can be used to identify and reduce the privacy risks of any activity where personal data is processed (including Information Sharing)
Data Protection Legislation		(a) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018 and the UK GDPR; (b) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and

		(c) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
Data Subject		Has the same meaning as defined in the Data Protection Legislation, being an individual who is the subject of Personal Data
Freedom of Information Act 2000	FOIA	Includes the Environmental Information Regulations 2004 and any other subordinate legislation made under the Freedom of Information Act 2000 from time to time as well as all associated statutory codes of practice
Human Rights Act 1998	HRA	Includes all subordinate legislation made under the HRA from time to time
Information Commissioner's Office	ICO	The office of the Information Commissioner, the independent regulator appointed by the Crown who is responsible for enforcing the provisions of Data Protection Legislation and FOIA
Information Sharing		The disclosure, exchange or transfer of Information by TfL to LIIA or vice versa
London Boroughs	LA	The 32 Local Authorities for London plus the City of London Corporation ("CoL")
London Councils		A collective body which represents, and enables collaboration between, the 32 London Boroughs and the City of London Corporation. London Councils is the host body for the LIIA.
London Innovation and Improvement Alliance	LIIA	A regional body founded upon a Memorandum of Understanding agreed between all of London's local authorities and hosted by London Councils. LIIA facilitates collaboration to benefit children and young people - tackling London-wide priorities set through the Association of London Directors of Children's Services. LIIA will have the day-to-day relationship with TfL in terms of information sharing and reporting.
Personal Data		Has the same meaning as defined in Data Protection Legislation, that is, data which relates to a living individual, who can be identified from it, or data that can be put together with other information to identify an individual and includes expressions of opinion and intentions. It covers data held in any format
Process/Processed/ Processing		Have the same meaning as defined in Data Protection Legislation and includes collecting, recording, storing, retrieving, amending or altering,

		disclosing, deleting, archiving and destroying Personal Data
Pseudonymised Information		Information where a unique identifier is used to replace/substitute any Personal Data, so as not to reveal an individual's 'real world' identity.
Responsible Borough		The London borough a young Londoner lives in, or is assigned to, when becoming involved with the care system. A Responsible Borough will always remain the same and does not transfer.
Special Category Personal Data		The special categories of Personal Data specified in Data Protection Legislation; and Information relating to criminal offences and convictions.
Transport for London	TfL	Transport for London and its wholly owned subsidiaries, including but not limited to: London Underground Limited; Docklands Light Railway Limited; Rail for London Limited; Tramtrack Croydon Limited; London Buses Limited; London River Services Limited; Victoria Coach Station Limited and London Transport Museum Limited
UK General Data Protection Regulation	UK GDPR	The UK version of the European Union General Data Protection Regulation 2016/679; adopted into domestic law following the UK's exit from the EU.

INTRODUCTION

1. This is a purpose specific Information Sharing Agreement (ISA) made between Transport for London (TfL), London Boroughs & City of London (LAs) and London Councils, which hosts the London Innovation and Improvement Alliance (LIIA).
2. This ISA describes how the partners to this agreement, will share personal data for the purpose of validating individual applications for the 18-25 Care Leavers Bus & Tram Discount travel concession scheme (the “18-25 CL Discount scheme”).
3. This ISA:
 - Defines the specific purposes for which the parties have agreed to share information.
 - Outlines the categories of personal information to be shared.
 - Sets out the lawful basis conditions under UK GDPR and Data Protection Act 2018 through which the information is shared, including, where relevant, reference to the Human Rights Act 1998 and the Common Law Duty of Confidentiality.
 - Sets out how the information sharing complies with the principles contained within Article 5 of the UK GDPR.
 - Stipulates the roles and procedures that will support the processing/sharing of information between the partners.
 - Describes how the rights of the data subject(s) will be protected as stipulated under data protection legislation.
 - Describes the security procedures necessary to ensure that compliance with responsibilities under data protection legislation as well as any specific security requirements required by the parties to this ISA.
 - Describes the process for managing unauthorised disclosures or loss or damage to Information.
 - Describes how this arrangement will be monitored and reviewed.

EFFECTIVE DATE

4. This ISA will become effective on the date of signature.

DESIGNATED POINTS OF CONTACT

5. For TfL, the day-to-day points of contact for this ISA shall be:
 - Product Manager, T&D Payments
 - Nominated deputy for Product Manager, T&D Payments
6. For LIIA, London Boroughs & CoL, the day-to-day points of contact shall be:

- LIIA Strategic Intelligence Lead
- LIIA Strategic Lead
- The LAs data lead/ single point of contact (SPOC)

PURPOSE AND BENEFITS

Purpose

7. The London Innovation and Improvement Alliance (LIIA) and the 33 London Local Authorities (LAs) are working for the benefit of vulnerable children in London under the direction of the Association of London Directors of Children's Services (ALDCS) and the LIIA steering board. One of the priority areas for the ALDCS and LIIA is services for care experienced young people (referred to in statutory guidance as 'Care Leavers').
8. The Pan London Care Leavers' Compact was established in 2022 to deliver consistent, high quality support for Care Leavers across London. It covers seven key themes, including transport.
9. The London Mayor made a commitment that part of this support to Care Leavers would include a discounted travel offering; and asked TfL to develop a new travel concession. This takes the form of the 18-25 Care Leavers' Bus & Tram Discount travel scheme, which will be available to eligible Care Leavers residing in London and offer half price fares on London's buses and trams.
10. It is estimated that 16,000 Care Leavers will be eligible for the 18-25 CL Discount scheme at launch, with between 50-100 newly eligible applications expected each month. These figures may fluctuate over time.
11. As with TfL's existing concessionary travel schemes, the application process will be online, and applicants will be required to demonstrate that they meet the eligibility requirements and can verify their identity.
12. However, it has been identified that this group of young people may not always have the necessary identity documents to achieve this, and as a result TfL is working in partnership with LIIA to provide a mechanism to verify applicant's identity.
13. By working in partnership with the individual LAs, London Councils (through LIIA) has access to the fields of data required to verify an application to the 18-25 CL Discount scheme (eg the applicant's name, date of birth, and name of their Responsible Borough). LIIA will collate this information on behalf of the individual LAs and then share this with TfL.
14. In turn, this data sharing will allow TfL to verify applications for the 18-25 CL Discount scheme and issue the travel concession to eligible applicants without them having to provide identification documents during the application process such as a passport or birth certificate.

15. LIIA will be able to access and export a TfL report that confirms whether an eligible individual has received the concession. This will be used to remove that individual's details from the next upload of data to TfL.
16. This ISA therefore describes the data protection, governance and practical arrangements that will support this process.

Benefits

17. As described in the Purpose section, one of the priority areas for the ALDCS and LIIA is providing improving services for care experienced young people (referred to in statutory guidance as 'Care Leavers'). Additionally, the aim is to do this in a consistent way across the whole of London, through the Pan London Care Leavers Compact. This concession is one part of that Compact. In the words of the Mayor, the concession is being provided because;

"Many Care Leavers lack the appropriate resources to continue training or gain meaningful employment once leaving care, which can, in turn, lead to both financial and emotional hardship." and to; " give these young people a helping hand to thrive in this next stage of their lives, building a better, fairer and more prosperous London for everyone."
18. For TfL:
 - It will enable TfL to run the concessionary travel scheme economically and obtain the best value for public money.
 - It will help in preventing fraudulent applications and misuse of a travel concession by those who have no right to obtain it.
19. For London Councils, LIIA (and the LAs):
 - It will enable a key element of the Pan London Care Leavers' Compact to be delivered in a timely, consistent and efficient way.
20. For applicants and other stakeholders:
 - The arrangement will reduce the burden in making an application and the need to source individual identity verification documents.
 - Concessionary travel will enable eligible Care Leavers with half price travel on London buses and trams. In turn this will support the inclusion of young people leaving care into society and to live independently.

Reliance on personal information and proportionality

21. Issuing travel concessions to individuals and ensuring an individual's eligibility necessarily involves personal data; therefore, the objectives of the ISA cannot be achieved without sharing personal data.
22. In order to share data in compliance with the requirements found in the UK GDPR, DPA 2018 and the Human Rights Act 1998, partners will ensure that all personal information shared will be both proportionate and the minimum

necessary to achieve the purposes of this ISA (and the statutory and public task functions it supports).

DESCRIPTION OF INFORMATION TO BE SHARED

Categories of information

23. LIIA will upload the following fields of personal data to TfL's concessions application system, which will enable individual applications to be verified:
- Care Leaver name
 - Care Leaver date of birth
 - Name of the Care Leaver's Responsible Borough
 - Care Leaver ID number
24. TfL will provide the following information to LIIA (via reports that LIIA will be able to run/access from the concessions application system):
- a report that confirms whether an eligible individual has made an application and received the concession; and
 - a report (by date range) showing number of successful applications by Responsible Borough and number of rejected applications by Responsible Borough. This report will provide data at an aggregated level and will not include any personal data.
25. In the event TfL withdraws the 18-25 CL Discount from an individual due to misuse, TfL will share the details of this on a case-by-case basis with the Responsible Borough, via LIIA

Source(s) of the information

26. The Responsible Borough for each Care Leaver holds the data fields required to verify an applicant's identity/eligibility for the 18-25 CL Discount scheme.
27. LIIA has a dedicated team that will collate applicants' eligibility data from across the 33 LAs. In turn they will share that data with TfL.
28. Data about individual Care Leavers data will only be included in the upload from LIIA to TfL in the following circumstances:
- They are a Care Leaver (as defined by section 2(7) of the Children and Social Work Act 2017) (or will become one in the next three months or were a Care Leaver and the responsibility of a London LA) and are or were the responsibility of a London LA
 - They meet the defined age criteria.
 - They live in London at the time of application.

- They have communicated to a worker in their Responsible Borough that they want to apply for the 18-25 CL Discount scheme.
- They have been made aware and understand that their data will be shared with TfL for the purpose of verifying their entitlement to the 18-25 CL Discount scheme.

Frequency

29. Data will be collected as agreed by the scheme participants (London Boroughs, TfL, LIIA), initially every week or fortnight. The frequency is a compromise that enables the young person to access the Discount as soon as possible while acknowledging the administrative and staff burden placed on each LA in providing/sharing the data to enable the scheme to function. Each new dataset uploaded to TfL by LIIA will overwrite the existing/previous one.
30. LIIA will be able to access the two reports that TfL provides on ad hoc basis as required. The date ranges for the reports can be specified by LIIA on each occasion.

LEGAL BASIS FOR INFORMATION SHARING

Legal powers to share or receive the Information

For TfL:

31. TfL is a statutory body created by the [Greater London Authority \(GLA\) Act 1999](#) ('the Act'). This Act gives the Mayor of London a general duty to develop and apply policies to promote and encourage safe, integrated, efficient and economic transport facilities and services to, from and within London. The Act also states that we have a duty to help the Mayor complete his duties and implement the Mayor's Transport Strategy.
32. The Mayor has a general power in section 30(1) of the Act to do anything he considers will further one or more of the Greater London Authority's principal purposes of promoting economic development and wealth creation, promoting social development, and promoting the improvement of the environment in Greater London. The Mayor is also under a duty under sections 174(1) and 155(1) to direct TfL as to the general level and structure of fares to be charged on TfL public passenger services.
33. In order that TfL can implement and operate the 18-25 CL Discount scheme, a formal Direction has been issued by the Mayor as well as a formal Delegation of his powers under section 30 (1) of the Act.

For London LAs and London Councils (LIIA):

34. The legal powers to share and receive information under this ISA derives from the statutory responsibilities of the individual LAs represented by

London Councils/LIIA. These responsibilities are found in the following legislation:

35. Section 17 of the Children's Act 1989, which outlines a local authority's duty to safeguard and promote the welfare of children within their area who are in need;
36. Section 1 of the Children and Social Work Act 2017 which states that, "A local authority in England must, in carrying out functions in relation to the children and young people mentioned in subsection (2)*, have regard to the need -
 - (a) to act in the best interests, and promote the physical and mental health and well-being, of those children and young people;
 - (b) to encourage those children and young people to express their views, wishes and feelings;
 - (c) to take into account the views, wishes and feelings of those children and young people;
 - (d) to help those children and young people gain access to, and make the best use of, services provided by the local authority and its relevant partners;
 - (e) to promote high aspirations, and seek to secure the best outcomes, for those children and young people;
 - (f) for those children and young people to be safe, and for stability in their home lives, relationships and education or work;
 - (g) to prepare those children and young people for adulthood and independent living."

*Subsection 2 is as follows;

- (2) The children and young people mentioned in this subsection are—
 - (a) children who are looked after by a local authority, within the meaning given by section 22(1) of the Children Act 1989;
 - (b) relevant children within the meaning given by section 23 A (2) of that Act;
 - (c) persons aged under 25 who are former relevant children within the meaning given by section 23 C (1) of that Act

Privacy Notices

37. The Responsible Borough for an individual Care Leaver who expresses an interest in the travel concession will make them aware that some limited personal information will be shared with TfL as part of the application process – and that the purpose of this is in order to verify their identity/confirm eligibility for the 18-25 CL Discount scheme.

38. TfL will provide all 18-25 CL Discount scheme applicants with a privacy notice as part of the online application process. The privacy notice will also be published on a dedicated page on TfL's website: www.tfl.gov.uk/privacy

Statutory data processing conditions (UK GDPR)

39. For both partners, the processing condition found in Article 6(1)(e) of the GDPR will apply, as the information sharing 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.
40. The Responsible Borough will work with individual Care Leavers to inform them about the 18-25 CL Discount scheme and how they can apply. The Responsible Borough will inform the Care Leaver that, if they proceed with an application, the Responsible Borough will need to share data (via LIIA) with TfL in order to validate the application and ask the Care Leaver to agree to this data sharing.
41. However, it is recognised that this is different to using consent (Article 6 (a) of the UK GDPR) as the relevant processing condition under this ISA. This is because the application for the 18-25 CL Discount scheme cannot proceed if the individual does not agree to the data sharing; it is the only means of validating an application. As such, the exercise of obtaining 'agreement' from the Care Leaver, is more one of fair processing and transparency that data sharing will take place as part of the application, as opposed to freely given consent.
42. Neither partner will be sharing any special category data nor any information in relation to criminal convictions or offences, and so there is no requirement to comply with an Article 9 or Article 10 condition from the UK GDPR or a condition contained within Schedule 1 of the DPA 2018.
43. It is recognised that although this data sharing does not include any special category Personal Data, the travel concession is for Care Leavers so by implication having the concession identifies young people as being a Care Leaver or (for those aged 25) as having been a Care Leaver.

Data Controller status of the receiving party

44. All partners recognise that on receipt of any personal data under this ISA, the recipient shall become the data controller of that data, and only use that data for the purpose for which it was shared. The partner originally supplying the data shall retain and continue to process the data for their own purposes.

Compatibility with original purpose for which Personal Data was captured

45. The personal data processed under this ISA will have been captured for this specific purpose of administering the 18-25 CL Discount scheme. Therefore no compatibility risks arise.

46. The data shared under this ISA will be consistent with the privacy notices provided to data subjects by any of the Responsible Borough, London Councils (LIIA) and TfL from time to time.

Human Rights Act 1998 – The right to respect for private and family life

47. There shall be no interference by a public authority with the exercise of this right except such as in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals or for the protection of the rights and freedoms of others.

48. The sharing under this ISA will satisfy Article 8 as it is:

- *In pursuit of a legitimate aim:* the data sharing with TfL is for the purpose of preventing fraudulent applications for the 18-25 CL Bus & Tram Discount concessionary travel scheme and therefore will also help to make best use of public funds.

- *Proportionate:* In each case, the information shared will be proportionate for the purpose - the minimum information necessary for the purpose will be transferred and no more.

- *Appropriate and necessary to a democratic society:* Preventing and detecting fraud and protecting public funds is an activity necessary to a democratic society. The purpose of the data sharing is specifically designed to *benefit* individuals, and, in any event, the sharing is only undertaken with the individual's full knowledge and understanding that it is part of the application process.

Common law Duty of Confidentiality

49. All applicants for the 18-25 CL Discount scheme will be aware of the data sharing arrangements via their Responsible Borough.

50. As such there can be no expectation or circumstance that would create an expectation of confidentiality on the part of any identifiable individuals whose data is shared between the partners for the agreed purposes.

Section 17 Crime and Disorder Act 1998

51. Consideration of this legislation is not required for this specific ISA.

MEANS OF TRANSFER OR ACCESS

52. Once a Care Leaver has confirmed to their Responsible Borough that they wish to apply for the 18-25 CL Discount scheme, that borough will pass their data to LIIA.

Intended long-term process

53. Each LA uploads their data, into a private, borough-specific folder on the secure London Data Platform. This is hosted by Social Finance on behalf of LIIA and has been created for the purpose of secure data sharing between the London Boroughs and LIIA to support the ALDCS priorities.
54. Scripts provided by the LIIA team then processes this data on the secure data platform in a number of ways:
- a. Preparation of single Borough's data for collation or collection
 - b. Assessment of data quality (missing values, logically inconsistent values, incorrect formatting)
 - c. Transformation of data into a single pan-London csv file
 - d. Loading the prepared data for all LAs into a pan-London secure folder specifically created for this use case, combining the data with the data from the other 32 London Local Authorities and accessible only by members of the LIIA d&i team

Short-term process (when not all LAs are set up with access to the London Data Platform)

55. The 18-25 CL Discount scheme is scheduled to begin in 2024 and is currently targeted for January with the possibility of a trialling/testing during December 2023.
56. Because the access to the London Data Platform may take a while to establish in some London LAs, as a back-up process, to ensure that Care Leavers can access the Discount and are not inconvenienced by internal system issues, LIIA will ask LAs to send the necessary data in a password protected excel workbook to a named analyst in the LIIA d&i team by secure government email.
57. The data in the workbook will then be checked for formatting & data consistency, then placed in a secure SharePoint folder within the London Councils environment, where it will be combined with the data from the other London LAs into a single pan-London csv file.
58. This is only intended to be a short-term measure, if it is needed at all, until any issues with the secure data platform and individual London LAs connecting to it are resolved.
59. LIIA will then include the details of that Care Leaver (name, date of birth, name of Responsible Borough and Care Leaver ID) in the next upload of data to TfL – in anticipation of the Care Leaver making their application via the TfL website.

60. The City of London IT team have created a virtual machine (VM) for London Councils, sited on the London Councils Azure Data platform, which has a static IP address. This VM has been set-up for the sole purpose of connecting securely to the TfL concessions system (InNovator) in order to submit the data about Care Leavers who are planning to apply for the 18-25 CL Discount scheme into the secure folder created for the sole purpose of receiving this data.
61. It can also connect securely to the LIIA folder on the London Data Platform so that the data can be transferred securely from the London Data Platform via the VM to the TfL system. The VM can only be used by named members of the LIIA d&i team and can only be used to connect to the TfL system. The secure SharePoint folder sits in the same London Councils Azure Data Platform so the means of sharing will be the same.
62. Designated members of the LIIA d&i team will securely upload the data fields in CSV format directly to TfL's Concessions database, which is managed by a third-party service provider, through the VM on the London Councils Azure Data platform on the agreed frequency.
63. This will then be converted into a data table; simple data matching rules will then be used to check whether the data an applicant provides matches against the data provided by LIIA. If a positive match is made, the concessionary Oyster photocard will be issued.
64. LIIA will be able to access and export a report that confirms whether an eligible individual has made an application and received the concession. This will then be used to remove that individual's details from the next upload of Care Leaver data, reducing the amount of data held (and therefore supporting the principle of data minimisation).
65. LIIA will also be able to access and export a further report showing number of successful applications by Responsible Borough and number of rejected applications by Responsible Borough (by date range).

SECURITY AND INFORMATION HANDLING ARRANGMENTS

Access to the Information or systems

66. On the secure London Data Platform, only named individuals in each LA will have access to that LA's folder. This will be managed by each individual LA according to their own requirements and in compliance with their own data protection protocols.
67. The Sharing folder in which the pan-London csv will be deposited on the London Data Platform can only be accessed by named members of the LIIA d&i team and system administrators.

68. The SharePoint folder on the London Councils Azure data platform can only be accessed by named members of the LIIA d&i team and system administrators.
69. The Virtual Machine for transferring data to the TfL Concessions Application System can only be used by named members of the LIIA d&i team and system administrators.
70. In respect of TfL's third-party service provider (who is TfL's data processor), only the processor's employees specifically authorised to undertake work relating to delivery of the TfL contracted services will have access to the data processed under this ISA.
71. Authorised employees of TfL or LIIA may also have access to the data where a legitimate business need to do so has been identified by the relevant partner.
72. TfL's T&D's Data Control team (within its Tech and Data Directorate) will grant approved LIIA personnel with role -based access to a new scheme specific area in the Concessions application System ('InNovator').
73. LIIA will be responsible for creating and implementing a robust 'mover/leavers/joiners' process to ensure that only authorised personnel have access to the TfL Concessions application system at any time.
74. LIIA will be responsible for informing TfL as soon as possible where any LIIA personnel no longer requires access to the Concessions application system, and TfL will update/revoke access permissions accordingly.
75. TfL reserves the right to remove or suspend access rights to the Concessions application system of any LIIA personnel where any unauthorised activity is suspected, detected or is being investigated.
76. TfL will additionally conduct quarterly reviews of third-party access permissions to the Concessions Application system.
77. In order for LIIA to secure access to TfL systems, it will also be required to comply with the relevant technical security standards as defined by TfL Cyber Security department from time to time.
78. LIIA personnel will be prohibited from viewing any other data held in relation to other concessionary Oyster Schemes or perform any actions other than the upload of data and accessing the two pre-defined reports.

Confidentiality, vetting and training

79. All partners will take steps to ensure that all staff (including staff of any data processors) are adequately trained and are aware of their responsibilities under Data Protection Legislation and any relevant company policies in relation to the personal data processed under this ISA.

80. All partners must have appropriate written contracts with employees, who will have access to the personal data. These will include requirements to ensure compliance with policies which include confidentiality and data protection.
81. All Partners must ensure that suitable vetting of individuals who will access to the data, has taken place. This will be through standard pre-employee checks and/or where relevant, Disclosure & Barring Service (DBS) checks.
82. All partners will instruct staff to contact their respective data protection Officer or Information Governance Team if they are unsure at any point in the processing and/or sharing of personal data.

Regular or routine onward disclosures by the recipient of the Information

83. In accordance with its transparency obligations as a public authority, TfL may publish general information about the numbers of successful or rejected applications for the 18-25 CL Discount scheme. Such information will not contain any personal data.
84. No other regular or routine onward disclosures to any third parties are intended by TfL.
85. LIIA may share the information provided by TfL via the reporting tools as follows:
 - Reports on whether an eligible individual has made an application and received the concession may be shared with the Responsible Borough for that Care Leaver;
 - Reports (by date range) showing the number of successful and rejected applications by Responsible Borough may be shared with any of the London boroughs (This report does not contain personal information).
 - LIIA may also share (with the relevant Responsible Borough) information provided on a case-by-case basis by TfL in the event TfL removes the 18-25 CL Discount scheme from an individual Care Leaver due to misuse.

Unplanned or ad hoc onward disclosures of the Information

86. Each partner will only be required to notify the original source of the Information where a secondary disclosure has been made to a third party for a purpose unconnected to those provided for in this ISA.

Retention period(s)

87. The partners agree that information will not be kept for longer than is necessary for the purposes set out in this ISA. Once the information is no longer relevant for those purposes it will be securely destroyed.

88. In order to manage the process and minimise the data that is passed to TfL, TfL will pass back the same details of the successful applicants to the LIIA d&i team. The LIIA d&i team will maintain a cumulative list of these young people in a secure folder on the London Councils network in order to carry out the secondary minimisation removing successful applicants from the data provided to TfL. When a young person turns 26 their information will be deleted from this list since they will no longer be eligible for the 18-25 CL Discount. This means that a young person's name, age, responsible Borough and child ID could be retained by LIIA for up to 8 years and three months before being deleted.
89. TfL's standard retention period for personal data held for concessionary applications is three years from the date the concession expires. For this scheme, the travel concession will expire the day before a concession holder's 26th birthday.

Secure storage and destruction of the Information

90. The data on Care Leavers will be overwritten by subsequent files provided by LAs each fortnight. This will happen on the London Data Platform and will be a function of the processing script. This will also happen to the data file submitted by the LIIA d&i team on to the TfL Concessions Application system.
91. The LIIA d&i team will also delete the data provided by each LA under the short-term process (described in detail in the Data Processor Agreement in place between the LAs and London Councils) by overwriting the data in the SharePoint folder with each new upload provided by the LA.
92. The applicant information shared by LIIA to TfL will be automatically (permanently) overwritten on each occasion that it is refreshed/updated, which will be fortnightly.
93. All partners will keep information securely in accordance with the handling rules associated with the information security classification or protective marking applied to the data – as well its own data retention and disposal schedules.
94. For TfL, the data processed for the 18-25 CL Discount scheme will be classified as 'TfL Restricted'.

Notification and rectification of errors in the Information

95. Information shared by London LAs, LIIA and TfL is subject to procedures and validations intended to ensure data quality at the point it is originally input/entered into their own systems. Any inaccuracies should be notified as soon as they are identified to the designated points of contact for this ISA.

96. Should the need arise, London LAs, LIIA and TfL will rectify any identified errors as soon as possible, taking into account the nature of the error(s) and the specific data involved in each case.

Transferring the Information outside the UK or the European Economic Area (EEA)

97. No transfers of personal data outside the UK will take place.

LOSS OR UNAUTHORISED DISCLOSURES OF INFORMATION

98. Examples of loss or unauthorised disclosure may include:
- Accidental loss or damage to personal data.
 - Damage or loss of information by means of malicious software/hacking.
 - Deliberate or knowing disclosure of Information to a person not entitled to receive it.
 - Unauthorised access by someone not (or no longer) entitled to access it.
 - Unauthorised re-identification of anonymised or pseudonymised information.
99. The designated points of contact are responsible for notifying the other party in the event of loss or unauthorised disclosures of data within 24 hours of becoming aware of the event.
100. The designated points of contact will also be responsible for notifying other relevant internal departments. In the case of TfL, this will be the Privacy and Data Protection Team, and for LIIA and London LAs it will be the LIIA Data & Intelligence (d&i) team.
101. The designated points of contact will discuss and agree the next steps relating to the incident, taking specialist advice where appropriate.
102. Such arrangements will include (but will not be limited to) containment of the incident and mitigation of any ongoing risk, recovery of the data, and assessing whether the Information Commissioner and/or the data subjects will be notified. The arrangements may vary in each case, depending on the sensitivity of the data and the nature of the loss, damage or unauthorised disclosure.

OTHER CONDITIONS

Data Protection Impact Assessments

103. All partners have completed (or contributed to) a DPIA covering privacy and data protection risks and compliance prior to the launch of the 18-25 CL Discount scheme and the information sharing associated with it.
104. All partners agree that they will revise their existing DPIAs or complete a new one in the event any processing requirements substantially change for the 18-25 CL Discount scheme.
105. All partners agree that they will provide reasonable assistance to the other in the event it is required for the purpose of completing or revising a DPIA.

Accountability and record keeping

106. In accordance with Article 30 of the UK GDPR, all partners agree that they will maintain appropriate records of processing that relate to this ISA.
107. TfL, London LAs and LIIA will each ensure that they have a designated Data Protection Officer or equivalent senior responsible individual for their organisation.

Reidentification

108. Where any anonymised or pseudonymised Information the recipient of that Information will not attempt to re-identify any individual by analysing or combining it with other information which is in its possession at the time of receipt or subsequently comes into its possession.

FREEDOM OF INFORMATION

109. TfL, the London LAs and LIIA (by virtue of being part of London Councils) are all public authorities for the purposes of the FOIA. This means that any information held by TfL and its subsidiary companies, the LAs and by LIIA is accessible by the public on written request, subject to certain limited exemptions.
110. TfL, the LAs and LIIA shall demonstrate a commitment to openness and transparency regarding information sharing arrangements under this ISA subject to any limitations posed by security or confidentiality requirements.
111. In the event that an information access request relating to Information Sharing activities under this ISA is received and information is identified that may be subject to an exemption, all partners shall endeavour to consult with each other in accordance with the Code of Practice as implemented by section 45 of FOIA before reaching its conclusion.

COMPLAINTS

112. Complaints about the use of Personal Data in relation to this ISA should be dealt with under the relevant complaints procedure of the organisation whose actions are the subject of complaint.
113. TfL, London LAs and LIIA shall respond to any notices from the ICO that require the cessation or change in the way Personal Data is Processed in relation to this ISA.
114. TfL, London LAs and LIIA agree to cooperate with other partners in the investigation of any complaint or other investigation about the use of personal information if they hold Information that may be relevant.
115. The outcome/resolution of any complaint will be notified to all other partners to this ISA.

DATA SUBJECT RIGHTS

116. TfL shall respond to requests from data subjects exercising their right of access and/or their right to object to processing, restrict processing and/or erasure, or rectification of their Personal Data - in accordance with the requirements of Data Protection Legislation.
117. Responsible Boroughs shall respond to requests from individual Care Leavers wishing to exercise their right of access and/or their right to object to processing, restrict processing and/or erasure, or rectification of their Personal Data - in accordance with the requirements of Data Protection Legislation. Where relevant/appropriate LIIA can signpost individuals to this information as required.
118. TfL publishes details of how individuals can exercise their information rights on its website: [Your Information Rights](#)
119. Each Responsible Borough publishes details of how individuals can exercise their information rights on their website; where appropriate/relevant, LIIA can signpost individuals to this information as required.

REVIEW AND AUDIT

120. This ISA will be reviewed annually from the date of the signing and annually thereafter.
121. An earlier, or exceptional review may take place in the following circumstances:
122. In the event of new or revised legislation or national guidance;
 - Where there has been significant complaint;
 - Where there has been a security/data breach incident

123. The review process will focus on:

- Confirming whether the ISA includes the correct contact details for key personnel;
- Whether the ISA is still useful and fit for purpose;
- Whether the existing arrangements should be extended, amended or terminated.

124. A record of the review will be created and retained by each partner.

TERMINATION

125. It is intended that this ISA will continue for as long as required by all partners.

In the event of termination of this ISA each partner may continue to hold information originating from another partner for which they are Controller – for the purposes for which the information was originally collected/received/shared.

SIGNATORIES

This ISA is signed on behalf of:

TRANSPORT FOR LONDON

Signature: _____

Print name: _____

Position: _____

Date: _____

LONDON COUNCILS (AS HOST FOR THE LONDON INNOVATION AND IMPROVEMENT ALLIANCE)

Signature: _____

Print name: _____

Position: _____

Date: _____

LONDON BOROUGH

Signature: _____

Print name: _____

Position: _____

Date: _____