

**Information Sharing Agreement- Candidate**

<b>Title of Agreement</b>	<b>Information Sharing Agreement- information required under the intermediaries legislation</b>
<b>Purpose</b>	<p>To facilitate the sharing of information required by the Income Tax (Pay As You Earn) (Amendment No.2) Regulations 2015 between the organisations party to the agreement.</p> <p>To facilitate payroll services in lieu of wages earned.</p> <p>To facilitate Team Support Midlands Ltd ability to act as a third party in finding candidate work placements.</p>
<b>Date agreement comes into force</b>	Date of signature on page 5.
<b>Date of agreement review</b>	Jan 2019
<b>Agreement drawn up by</b>	Team Support Healthcare Ltd
<b>Location of agreement in force</b>	<p>95 Spencer Street</p> <p>Birmingham</p> <p>B18 6DA</p>

## Information Sharing Agreement

This Information Sharing Agreement (“ISA”) defines the arrangements for sharing information between Team Support Healthcare Ltd (“the Receiving Party”) and The Candidate (“the Sending Party”) (together “the Parties”).

### 1. Parties to the agreement:

#### Candidate Name and Address

Team Support Healthcare Ltd 95 Spencer Street Birmingham B18 6DA	Please see page 5.
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### 2. Why is the information being shared? <sup>1</sup>

The information is being shared in order for the Parties to comply with their obligations under the Income Tax (Pay As You Earn) (Amendment No.2) Regulations 2015 (“the Regulations”). To facilitate the candidates (The Sending Party) search for work placement and payroll in lieu of wages.

### 3. What information is being shared?

#### Worker details:

- Name (first and last names are mandatory, middle names are optional)
- Address and postcode
- National Insurance number
- DOB
- CV or work history
- Personal requirements in relation to their search for suitable work

#### Engagement details:

- Intermediary type <sup>2</sup> and Companies House registration no. where a limited company
- Start date of engagement
- End date of engagement (where known)

#### And, where applicable:

- Unique tax reference no. (where a self-employed contractor, partnership or limited liability partnership did not operate PAYE)
- Amount paid for the worker’s services and the currency in which services were paid for (where the intermediary is a self-employed contractor, partnership, limited liability partnership, limited company or non-UK engagement) (only £sterling or Euros are acceptable)
- Whether VAT was charged

#### 4. What is the legal justification for sharing?

The information is being shared in order to comply with the Regulations GDPR.

The Parties do not require the explicit consent of each individual supplied to work for an end user client because this information is required to comply with the reporting requirements under the Regulations.

#### 5. How will the information be shared?

The information will be shared electronically and verbally.

[The security measures that apply to the information are as follows] Team Support Healthcare Ltd Data Protection policy.

[The following methods of sharing information are not acceptable: social websites.

Information that is shared should be labelled with the name of its originator, so that obligations around withdrawal of consent, updating to maintain accurate records and reporting any breaches can be fulfilled.

#### 6. How will the information be stored?

Paper based records will be stored securely at either 95 Spencer Street, Birmingham, B18 6DA (Team Support Midlands Ltd Office), Safestore Wednesbury, or Haines Watts Accountants Sterling House, Tamworth, B79 7QF.

All electronic records are stored on a secure server.

#### 7. Who will handle the information?

For the Receiving Party:

All employees at Team Support Healthcare Ltd

All employees at [Delete as appropriate] **Advanced PAYE Ltd / Maxipay Accounting Services Ltd / Other (Detail)**

For the Sending Party: Candidate

**8. How long will the information be kept?**

The information will be kept for the statutory requirement of 3 years from the end of the tax year.

**9. How will the information be used, retained and destroyed?**

The Parties to this agreement undertake that the information shared under the agreement will only be used for the specific purpose for which it was shared, in line with this agreement. It must not be shared for any other purpose outside of this agreement.

In each case, the originating organisation remains the primary information owner and record keeper for the information that is shared.

The following destruction process will be used when the information is no longer required. Paper records will be shredded securely via Simply Shred. Electronic records will be managed internally.

**10. What date will the information be shared? The initial date must be later than the date of the signatures below and should give an indication of subsequent dates for regular sharing.**

The information will be shared on a regular basis before the reporting deadline as set by HMRC<sup>3</sup>. Subsequently, the information will be shared every 3 months in order to meet the deadline set by HMRC (e.g. one month after the end of every tax quarter).

**11. What are the names, roles and contact details of any members of staff who will make sure that the required information is shared at the appropriate time and are responsible for accuracy?**

For the Receiving Party:  
Mike Davies, Operations Director, Team Support Healthcare Ltd.

For the Sending Party:

Candidate.

Before sharing, those named above will check that the information being shared is accurate and up to date to the best of their knowledge.

If a complaint is received about the accuracy of personal information which affects the information, updated information will be communicated by the names listed above before the report replacement deadline as set by HMRC (four months after the end of every tax quarter).

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## 12. When will this agreement be reviewed and by whom?

This ISA will be reviewed 12 months after its launch and every 12 months thereafter. The person responsible for initiating this process is Mike Davies. If this person departs their role, an alternative person must be nominated as soon as possible.

If a significant change takes place which means that the agreement becomes an unreliable reference point, then the agreement will be updated as necessary and replace the older version.

This agreement must be formally approved and signed by both parties before any information sharing takes place. Both parties will ensure that the ISA and any associated documents are known and understood by all staff involved in the process.

### Originating organisation

Name of organisation: Team Support Healthcare Ltd

Name: Mike Davies

Position: Operations Director

### Candidate

Name: .....

Address:.....

Date: .....

Signature: .....