

INFORMATION SHARING AGREEMENT

Together for Children Sunderland

SCOPE	Data sharing between School and Local Authority (non-statutory)
NAME OF LEAD (s)	
ORGANISATIONS TO WHICH THE AGREEMENT APPLIES TO	School Name AND Together for Children Sunderland on behalf of Sunderland City Council
RELATED DOCUMENTS	Data Protection Policy Privacy Notices Data Protection by Design Protocol Breach Management Protocol
AGREEMENT EFFECTIVE FROM	
AGREEMENT EFFECTIVE TO	
MONITORING & REVIEW PROCESS	
VERSION NUMBER	
Local Reference number	

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1. OVERVIEW

1.1 WHAT INFORMATION IS TO BE SHARED?

The data items are listed at Appendix 2.

The parties agree that data sharing for statutory purposes (such as sharing pupil data with a Local Authority for the School Census under Section 537A of the Education Act 1996) is not in scope of this agreement. In these cases, the legislation and regulations issued by the Government fulfil the necessary transparency requirements required under UK GDPR.

1.2 SOURCE(S) OF THE INFORMATION

The source systems are listed at Appendix 2

1.3 PURPOSE FOR SHARING INFORMATION

- *To fulfil legal obligations in relation to provision of education;*
- *To fulfil legal obligations in relation to safeguarding;*
- *Monitor pupil outcomes comprehensively;*
- *Identify where pupils have transferred;*
- *Identify pupils needing additional support e.g. for exclusions, attendance, transport, etc.;*
- *Allocate appropriate funding;*
- *Support teaching and learning;*
- *Identify pupils going onto further education; and*
- *Support the health and welfare of children and young people*

1.4 LEGAL BASIS FOR INFORMATION SHARING

Article 6(1)(c) – Statutory Obligation

Article 6(1)(e) - Public Task/Official Authority

Article 6(1)(a) – Consent

Article 9(2)(a) – Explicit Consent

*Article 9(2)(b) – Social Protection Law
Article 9(2)(g) – Substantial Public Interest*

1.5 RESTRICTIONS ON RE-USE AND DISCLOSURE

All parties recognise that they are the data controller for the copy of the personal data (set out in 1.1) that they hold.

All parties acknowledge that individuals may submit requests to exercise their rights (see 3.6) under Articles 12 to 22 of the UK GDPR to any of the controllers party to this agreement. When considering any such request, controllers will advise the other controllers to establish whether any of the exemptions set out in Schedules 2 to 4 of the Data Protection Act 2018 apply.

All parties agree that the data can only be used for the purpose(s) set out in 1.3 above. Any proposed re-use of the data for a new purpose is only permissible with the prior agreement of all parties. The controller(s) proposing re-use will submit a new DPIA to the other controller(s) to allow them to undertake a comprehensive assessment of the re-use.

2. SERVICE USER CONSIDERATIONS

2.1 TRANSPARENCY

A Privacy Notice is attached at Appendix 3

2.2 RIGHT OF ACCESS TO INFORMATION

Staff groups who will have access to information listed in Appendix 2

3. INFORMATION SHARING PROCEDURES & PROCESSES

3.1 METHODS OF REQUESTING & TRANSFERRING INFORMATION

Email, Secure Portal, Sharepoint, Teams, School2School Portal

3.2 FREQUENCY OF TRANSFER

Frequency of transfers are listed at Appendix 2

3.3 STORAGE AND SECURITY REQUIREMENTS

All information will be held within our internal SCC networks either in Case Management systems or Microsoft Office Products; adhering to necessary security protocols.

3.4 ACCURACY OF INFORMATION BEING SHARED

Together for Children maintains a comprehensive data validation, cleansing and verification programme.

3.5 RETENTION AND DISPOSAL

Data will be held in line with Together for Children's retention schedules, broadly driven by statutory law, after which data will be securely destroyed

3.6 INDIVIDUALS' RIGHTS

A Privacy Notice, outlining data subjects' rights, is attached at Appendix 3.

3.7 DATA BREACHES

<<School Name>> and Together for Children Sunderland have Breach Reporting Procedures in place, including escalation to the ICO where necessary. All organisations party to this agreement will comply with the requirements of Articles 33 and 34 of the UK GDPR with regards to notification of data breaches.

3.8 EXPIRY

This agreement will be effective from and to the dates set out in the table on page one.

Appendix 1 – Signature Form

Add Title - Information Sharing Agreement

By becoming a signatory to this agreement, Partner organisations are committing to:

Apply the standards that are prescribed in guidance and Codes of Practice issued by the Information Commissioner's Office and. <https://ico.org.uk/for-organisations/>

Comply with the provisions of Data Protection legislation which includes, but not limited to:

- The General Data Protection Regulation (GDPR)
- Data Protection Act 2018 (DPA)
- Privacy and Electronic Communications Regulations (PECR)
- Digital Economy Act 2017 (DEA)

Follow the standards prescribed by the Agreement document which includes processes for sharing information on both a routine and ad-hoc basis.

All Partner organisations agree to be responsible for ensuring measures are in place to guarantee the security and integrity of data and that staff are sufficiently trained to understand their responsibilities and comply with the law. Organisations will recognise that this document encourages sharing of data, but does not alter the statutory duties of those organisations signed up to it.

Organisation:

Organisation Name

Information Asset Owner:

Name
Email

X

Date of Signature

**Caldicott Guardian / Senior
Information Risk Owner / Data
Protection Officer:**

Name
Email

X

Date of Signature

Signature forms will be kept in a central location held by the Parties

Appendix 2 Data Items

Data Type	Data Source	Level (Statutory or Non-statutory)	Type of Information	Why	Frequency	Who accesses this data?
Pupil contextual	School MIS	Non	Pupil identifiers, Address, Start & End Date, SEN provision, SEN Needs, Attendance	Feeds to LA's Central Pupil database to provide Children's Teams with up to date pupil level data to assist with their business function.	Daily	Education Division Teams Children's Hub Locality Teams Social Care Teams Performance Team Commissioning Team
Sensitive Pupil Contextual	School MIS	Non	Ethnicity, Religion, Home Language	Feed to LA's Central Pupil database to provide Children's Teams with up to date pupil level data to assist with their business functions and ensure equality of services	Daily	Education Division Teams Children's Hub Locality Teams Social Care Teams Performance Team Commissioning Team
Pupil Premium	Excel	Non	Pupil Premium flag	Monitoring/Support	Annually	Education Division Teams Finance Performance team
EY Headcount	Establishment MIS	Non	Child identifiers, address	Nursery Education Funding	Monthly	Performance Team Senior FNE Officer & Support
Achievement of specific cohorts	School MIS	Non	Pupil context and assessment results	Monitor standards and performance of pupil groups – where required	As required	Education Division Teams Performance Team
Pupil Premium	School MIS	Non	List of pupils with Pupil Premium flag	Monitor standards and performance of pupil premium cohorts. Ensure consistent and accurate recording of pupil premium cohorts.	As required	Education Division Teams Performance Team
Key Stage 4 (GCSE & Equivalent)	School	Non	Provisional Headline School Level KS4	Monitor standards and performance of pupils at end of KS4.	Annually (August)	Education Division Teams Performance

			results			Team
Key Stage 5 (A/AS Level and Equivalent)	School	Non	Provisional Headline School Level KS5 results	Monitor standards and performance of pupils at end of KS5.	Annually (August)	Education Division Teams Performance Team
Termly achievement tracking data	School MIS	Non	Provision of headline achievement data and pupil level where required.	Monitor the progress of children and young people.	Termly (on request)	Education Division Teams Performance Team
Year 6 swimming data	School	Non	Provision of flag to identify Year 6 pupils meeting the 25m swimming standard	Monitor the progress of children and young people.	Annually (on request)	Education Division Teams & Public Health Teams Performance Team

Appendix 3 Privacy Notice



PrivacyNoticeTfCPupilsData22_23.docx