2018

Information Sharing Agreement Schools & School Improvement Liverpool

 © School Improvement Liverpool Limited 2018

Agreement to Commence: May 2018

Review Date: April 2019

**Contacts for the Parties Included in this Agreement:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **ORG. 1** | School Improvement Liverpool | | | |
| **Officer** | John Egerton | **Service** | | Statutory Assessment |
| **Position** | Statutory Assessment Manager | | | |
| **Email** |  | | **Tel** | 0151 233 0511 |
| **ORG. 2** |  | | | |
| **Officer** |  | | | |
| **Position** | Headteacher | | | |
| **Email** |  | | **Tel** |  |

1. **Purpose of the Information Sharing Agreement**
   1. The purpose of this data information agreement is to enable schools and School Improvement Liverpool to fulfil statutory duties and to support relevant organisations to assist achievement, learning and welfare of all children for which they are responsible. The exchange and use of data is key aspect to ensuring all parties are able to fulfil their functions effectively.
2. **Benefits**

2.1 Maintaining and improving on the quality of both schools and School Improvement Liverpool held pupil level data and thereby assisting both organisation to meet its statutory data protection requirements.

2.2 Reducing the administrative burden on schools – data will only be input once but used many times for the benefit of improving outcomes for children and young people.

2.3 Ensuring appropriate access to information to provide better services for children.

2.4 Enable School Improvement Liverpool to carry out and conduct its core services for all children and all schools.

2.5 Maintain demographically relevant benchmarking information.

2.6 Provision of tailored reports for schools, some of which may be through service level agreements.

1. **Parties Included In The Agreement**

3.1 The data sharing agreement is between School Improvement Liverpool (data processor) and the school(data controller).

3.2 School Improvement Liverpool will be the recipient of pupil level information supplied by the School.

3.3 Each partner organisation to this agreement should ensure that all of their staff who are affected by it are:

* aware of its contents and
* the obligations it brings to them

3.4 Each partner organisation should also ensure that revisions to the information sharing agreement are signed in good time and before any sharing takes place.

1. **Governance**

4.1 The standards for the processing of personal data including the collection, use of and disclosure of such data is covered by statute. In order to perform the services the Data Processor shall require certain Personal Data to be made available to it by the Data Controller.  
  
In accordance with the Data Protection Act 1998, General Data Protection Regulations 2018, and the Data Protection Act 2018, the Data Controller is required to put in place an agreement between the Data Controller and any organisation which processes personal data on its behalf governing the processing of that data. The legislation requires that data controllers meet certain obligations. The main standard for processing personal data is compliance with the eight data protection principles summarised as follows:

* All personal data will be obtained and processed fairly and lawfully.
* Personal data will be held only for the purposes specified.
* Only personal data will be held which are adequate, relevant and not excessive in relation to the purpose for which data are held.
* Steps will be taken to ensure that personal data are accurate and where necessary, kept up to date.
* Personal data will be held for no longer than is necessary
* Individuals will be allowed access to information held about them and, where appropriate, permitted to correct or erase it.
* Procedures will be implemented to put in place security measures to prevent unauthorised or accidental access to, alteration, disclosure, or loss and destruction of information.
* Personal data shall not be transferred to countries outside of the European Economic area except in limited circumstances.

4.2 In order to process personal information as School Improvement Liverpool and its partners do need to have a just purpose for processing information. Therefore under the DPA if personal information is being processed one or more conditions must be met from Schedule 2 and if “sensitive personal data” is being processed conditions from both Schedule 2 & 3 need to be met.

4.3 The DPA allows processing of personal and sensitive personal information if that information is:

* Schedule 2 (3) “necessary for compliance with any legal obligation to which the data controller is subject”.
* Schedule 2 (5) (b) “necessary for the exercise of any functions conferred on any person by or under any enactment”.
* Schedule 3 (7) (1) (b) “necessary for the exercise of any functions conferred on any person by or under any enactment”.

1. **Supporting Legislation**

5.1 The following legislation supports the sharing of pupil level information under Schedule 2 and Schedule 3 of the Data Protection Act:

* Children’s Act 2004 Section 10
* Children’s Act 2004 Section 11
* Education and Inspections Act 2006 Section 38
* Working together to safeguard children March 2013 Guidance

1. **Specific requirements**
   1. All statutory data is shared with the appropriate bodies as required.
   2. School Improvement Liverpool will provide the data at an agreed frequency as detailed in Appendix A.
   3. The school will provide access to any pupil level data at an agreed frequency as detailed in Appendix B.
   4. All requests for information outside those specified in the appendices must be approved by both parties.
   5. It is the responsibility of School Improvement Liverpool and schools to agree and ensure that an appropriate secure mechanism for data transfer is used and as specified in Appendix A and B.
2. **Extent and type of data to be shared**

7.1 All data contained within the DFE school Census and that specified in Appendix A and B.

7.2 Data will be exchanged between School Improvement Liverpool and the school in accordance with the data collection cycle agreed in Appendix A and B, or with additional frequency where necessary for a specified purpose.

7.3 Details of what the data will be used for by School Improvement Liverpool and who it will be shared with is specified in Appendix A and B.

7.4 This agreement is between data controllers. Once data has been disclosed, the recipient is wholly in control of all data that has been subject to transfer.

* 1. As data controllers, School Improvement Liverpool will not share data with any other third party, without prior appropriate agreement from the school. (See annexe C).

7.6 As data controllers, the school will not share School Improvement Liverpool data with any other third party, without prior appropriate agreement from School Improvement Liverpool.

7.7 Data supplied by the school to School Improvement Liverpool is defined in appendix A.

7.8 Data supplied by School Improvement Liverpool to the school is defined in Appendix B.

7.9 Where it is reasonably determined that further information is necessary to fulfil statutory duties and / or other requirements, this Agreement will be reviewed in full or part as appropriate.

7.10 This Agreement will be reviewed annually to reflect the above changes and any other changes that may be required.

1. **How the information will be used**
   1. School Improvement Liverpool and the school may use the data in order to carry out its statutory duties to provide support to young people.
   2. School Improvement Liverpool will commit to use the data only for purposes commensurate with its commercial or statutory duties and not pass an individual’s data to a third party without specific agreement.
2. **Security, Transfer and Storage**
   1. The School and School Improvement Liverpool agree that they will use all reasonable endeavors to notify parents, or other persons with parental responsibility of a child, of their intentions to the sharing of information. The school must issue privacy notices to students/parents making them aware of such data collections.

Suggested text for privacy notices can be found on the ICO & DfE website:

<https://ico.org.uk/for-organisations/guide-to-data-protection/privacy-notices-transparency-and-control/>

<https://www.gov.uk/government/publications/data-protection-and-privacy-privacy-notices>

* 1. Data will be transferred electronically by an agreed appropriate secure data transfer mechanism, such as an encrypted file via the internet, or the DfE national S2S site or through Perspective Lite. The secure method of transfer is agreed and stated in Appendix A&B.

9.3 All data held by School improvement Liverpool will be stored in a secure oracle database accessed by username and password. All written documents containing sensitive data will be secured at all times. Permissions to the data will be restricted and monitored by the Education Data and Analysis Team.

9.4 Any data received by the school from School Improvement Liverpool must be held securely.

* 1. Data at individual level will be deleted or deactivated according to each party’s respective data retention protocol, which should be based on The Records Management Standards Society.
  2. All data conflicts are to be resolved by both School improvement Liverpool and the school with confirmation of agreements and changes accepted at the earliest opportunity, in line with regular audit activity by both parties.
  3. Data will be verified as correct by application of a consistent unique reference (e.g. UPN).

1. **Review Process**
   1. Either party can suspend this Agreement for 30 days, if they have evidence that security or this Agreement has been seriously breached.
   2. This agreement will be reviewed annually by School Improvement Liverpool and reissued in April 2019 following the review process and then from September 2019 this will be at the start of the academic year.
2. **Complaints and Breaches of Confidentiality**
   1. This agreement is subject to the formal complaints procedure of the relevant parties.
   2. Any breaches of data protection will be dealt with by the formal procedures of the relevant party.
   3. Discrepancies in data will be resolved by the relevant data providers within the party organisations.
   4. In the event of any breach of confidentiality, the relevant party will be contacted immediately on discovery of the breach and the named designated officers will determine the required action.
   5. All breaches of confidentially will be reported to the DPO of SIL.
3. **Indemnity**

Each party indemnifies the other for any loss or damage caused as a result of breach of or non-compliance with this Agreement, or its obligations relating to the information shared under paragraph 6 above, by the indemnifying party.

1. **Signatories**

|  |  |
| --- | --- |
| This agreement is signed on behalf of the partner organisations as follows: | |
| **The School** | **School Improvement Liverpool** |
| Name: | Name: Malik Killen |
| Position: | Position: CEO of School Improvement Liverpool |
| Tel No: | Tel No: |
| Date: | Date: |
| Signature: | Signature: |

**Appendix A** – Information directly from School Improvement Liverpool to the School

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Type** | **Description of data to be shared** | **Date / Frequency** | **Format** | **Method of delivery** |
|  |  |  |  |  |
|  |  |  |  |  |

**Appendix B** – Information from School to School Improvement Liverpool

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Type** | **Description of data submitted** | **Date / Frequency** | **Format** | **Method of delivery** |
|  |  |  |  |  |
|  |  |  |  |  |