

On completion of this agreement and BEFORE signing the contract, Legal Services MUST be consulted before ANY data is shared.



Data Sharing Agreement

Northumberland County Council and Chollerton First School

Version: 1.0

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1. PREAMBLE

- 1.1 The aim of this Agreement is to define how Personal Data and Special Category Data processed by Northumberland County Council, Children's Social Care will be shared by Northumberland County Council and CHOLLERTON FIRST SCHOOL. This document outlines a binding agreement between these organisations to make it clear what Data will be shared and why.

2. DEFINITIONS

- 2.1 In this Agreement "**Personal Data**" means any data which relates to a living individual who can be identified "**Special Category Data**" means Personal Data consisting of information as to;

- a. the racial or ethnic origin of the data subject,
- b. his/her political opinions,
- c. his/her religious beliefs or other beliefs of a similar nature,
- d. whether he/she is a member of a trade union (within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992),
- e. his/her physical or mental health or condition,
- f. his/her sexual life or sexual orientation,
- g. genetic or biometric data

"**Shared Personal Data**" means the Personal Data [and Special Category data] to be shared between the Parties, described in Appendix A to this Agreement.

"**Data Controller**" means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data are, or are to be, processed.

“Data Protection legislation”

All applicable data protection in force from time to time in the UK including (but not limited to) the General Data Protection Regulation ((EU) 2016/679) ('GDPR') and the Data Protection Act 2018 relating to personal data, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data

“Data Subject” means an individual who is the subject of Personal Data.

“Third Party” means any person other than;

- a. the Data Subject,
- b. the Data Controller, or
- c. any Data Processor or other person authorised to process data for the Data controller or Processor.

“Data Protection Authority” means the relevant authority set up to uphold information rights in the public interest (Information Commissioner's Office).

“Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

“Data Processor” means any person who processes the data on behalf of the Data Controller.

“Processing Data” means obtaining, recording or holding the information or data or carrying out any operation or set of operations on the information or data, including;

- a. organisation, adaptation or alteration of the information or data,
- b. retrieval, consultation or use of the information or data,
- c. disclosure of the information or data by transmission, dissemination or otherwise making available, or
- d. alignment, combination, blocking, erasure or destruction of the information or data.

3. PARTIES

3.1 Data Sharing Agreement for the sharing of Data between:

- (1) NORTHUMBERLAND COUNTY COUNCIL whose principal office is at
COUNTY HALL
MORPETH
NORTHUMBERLAND
NE61 2EF
- (2) And
- (3) CHOLLERTON FIRST SCHOOL whose principal office is at
STATION ROAD
BARRASFORD
NORTHUMBERLAND
NE48 4AA

4. PERIOD

- 4.1 The Agreement shall commence on the date of signature of this Agreement.
- 4.2 This Agreement will be reviewed annually to ensure that it fulfils its intended purpose and that no changes are required. The review will take place between the Parties to the Agreement. Should changes be needed in advance of the annual review, these should be discussed with the Parties who will decide what action to take.

5. POWER

- 5.1 This Agreement is written with the following relevant legislation applied:
 - a. The Data Protection Act 2018
 - b. The Human Rights Act 1998 insofar as it guarantees the Convention Rights set out in the European Convention of Human Rights and in particular Article 8 of the European Convention of Human Rights
 - c. The Freedom of Information Act 2000
 - d. The Environmental Information Regulations 2004

- e. The Crime and Disorder Act 1998 (section 115)
- f. Civil Contingencies Act 2000
- g. Common Law Duty of Confidentiality
- h. Local Government Act(s)
- i. The Children Act 1989
- j. The Children Act 2004
- k. Children and Families Act 2014

6. PURPOSE

- 6.1 This Agreement sets out the framework for sharing of Personal Data between the Parties as Data Controllers. It defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.
- 6.2 The Parties consider this data sharing initiative necessary as it has been established that schools should know which if their pupils currently have children's social care involvement. The aim of the data sharing initiative is that schools can check that the details they hold are accurate and up to date. It will serve to benefit these children by the schools using this information so that they can take the right decisions that are in the best interests of children's safety, welfare and educational outcomes.

7. COMPLIANCE WITH DATA PROTECTION ACT 2018

- 7.1 Any Personal Data, including Special Category Data, held by the Parties and managed by it or on its behalf by a Third Party, is held on the proviso that the data has been processed in accordance with Data Protection Legislation.
- 7.2 Each Party must ensure compliance with the Data Protection Legislation at all times during the term of this Agreement.

7.3 Each party shall ensure that it processes Shared Personal Data on the basis of the following legal basis at GDPR Article 6(1)(e), where:

e) 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 Parties;

7.4 [In addition to its obligations under clause 7.3, each party shall ensure that it processes Shared Personal Data classified as Special Category Data on the basis of one or more of the following legal grounds at GDPR Article 9(2)(g), where:

(g) – ‘processing is necessary for reasons of ‘Substantial Public Interest’.

Additional ‘Conditions’ for processing Special Category Data under Schedule 1, Part 2 of the DPA 2018 – section 18 – ‘Safeguarding of Children and Individuals at Risk’.

7.5 The Data Controllers shall, in respect of Shared Personal Data, ensure that their privacy notices are clear and provide sufficient information to the Data Subjects for them to understand what Personal Data the Data Controller is sharing, the circumstances in which it will be shared, the purposes for the Data Sharing and either the identity of the receiving Parties or a description of the type of organisation that will receive the Personal Data.

8. PROCESS

8.1 Shared Personal Data is any Data to be processed under the provisions of the DPA 2018, Schedule 1, Part 2, Section 18 – ‘Safeguarding of Children and Individuals at Risk’, described in Appendix A and described in this clause

- 8.2 This Agreement is made for the purposes of sharing data between [INSERT ORGANISATION(S)] AND THE Third Parties as described in clause 6.2 (the **Agreed Purpose**).
- 8.3 The Parties agree to only process Shared Personal Data, as described in Appendix A. The Parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in this clause (the **Agreed Purpose**).
- 8.4 Each party shall appoint a single point of contact (SPoC) who will work together to reach an Agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing initiative. The SPoC for each of the Parties in Appendix B.
- 8.5 It is the responsibility of each Party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with Authority policy and procedures, together with any other applicable provisions of the Data Protection Legislation and associated guidance.
- 8.6 Having considered the provisions of the Data Protection Legislation and associated guidance, the Parties should have in place their own processes that must be followed in the event of a Data Breach.
- 8.7 The Parties agree to ensure that any breach relating to the Data, including but not limited to any suspected or actual loss or compromise of the Data, must be reported as soon as possible to the Data Protection Authority and no later than within 1 working days of identification of such a breach.

9. RETENTION

- 9.1 When the Data have been used for the purposes for which they were required, the Data will be securely and confidentially deleted/destroyed that accords with the agreed retention period for such Data.

- 9.2 The list provided should be deleted once the next half term's list is received.

10. SUBJECT ACCESS REQUESTS

- 10.1 Data Subjects have the right to obtain certain information about the processing of their Personal Data through Subject Access Request including circumstances where the processing of a Data Subject's Personal Data is not in compliance with the Data Protection Legislation. Data Subjects may also request rectification, erasure or restricted processing of their Personal Data.
- 10.2 SPoCs are responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the Data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request. The points of contact for each Party are detailed in Appendix B.
- 10.3 The Parties agree to provide all reasonable assistance as is necessary to each other to enable them to comply with Subject Access Requests and to respond to any other queries or complaints from Data Subjects.

11. PROHIBITIONS

- 11.1 No Personal Data must be disclosed to any Third party without the written consent of the Parties.
- 11.2 Personal Data will not be extracted from the Parties systems onto any mobile device, laptop or other electronic device, other than those provided by the respective Parties for the Agreed Purpose.

- 11.3 Personal Data may only be accessed remotely by the Parties via secure connections approved by the Parties and only in an environment that affords a level of suitable security and privacy.
- 11.4 Any provision in this Agreement does not prejudice the right or obligation of any Party to share the Personal Data where required by law or an order of Court.

12. PRECAUTIONS

- 12.1 Data Controllers, Data Processors and the Third Parties each shall ensure:
- a) implementation of appropriate technological and security measures against unauthorised or unlawful processing of the Data are implemented, to safeguard against accidental loss, destruction or damage to the Data, included ensuring that all equipment/devices are up to date (patched);
 - b) there is secure physical storage and management of any non-electronic Data;
 - c) That access to the Data is restricted to personnel that require it, taking reasonable steps to ensure the reliability of employees who have access to the Data, such as ensuring that all staff have appropriate background checks
- 12.2 The Party receiving the Data shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purpose.
- 12.3 Notwithstanding clause 11.3, Parties shall continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable in their respective organisation.

12.4 Data shared through this Agreement must be managed securely and not disclosed to another third party, except for the purpose specified within the 'Process' section of this Agreement. Failure to abide by this principle may constitute a breach of the Data Protection Act 2018.

13. PENALTIES

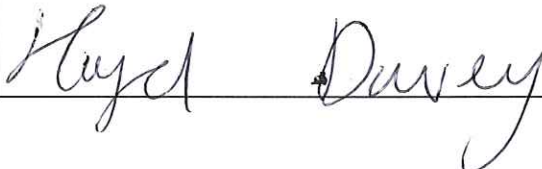
13.1 The Data Discloser and Data Receiver undertake to indemnify each other and hold each other blameless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of this Agreement.

13.2 In the event of a dispute or claim brought by a Data Subject or the Data Protection Authority concerning the processing of Shared Personal Data against either or both Parties, the Parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

13.3 The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Data Protection Authority. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

14. SIGNATORIES

Organisation	Northumberland County Council
Name	Adele Wright
Position	Head of Safeguarding - Children's Services
Phone Number	01670 623965
Email	Adele.Wright@northumberland.gov.uk
Date	24 October 2019
Signature	

Organisation	CHOLLERTON FIRST SCHOOL
Name	HAZEL DAVEY
Position	HEADTEACHER
Phone Number	01434 681572
Email	Hazel.davey@chollerton.northumberland.sch.uk
Date	15/01/2020
Signature	

Appendix A – Data to be Shared

Classification	Data Item	User Groups (Access for processing Data)
Personal Data	Any relevant data shared within the statutory provisions of the DPA 2018, Schedule 1, Part 2, Section 18 – ‘Safeguarding of Children and Individuals at Risk’. <ul style="list-style-type: none">• Name• Unique Pupil Number	
Special Category Data	Social Care data	
Anonymised / Pseudonymised Data	None	

Appendix B – Single point of contact (SPoC)

Organisation	Northumberland County Council
Name	Brian Smeaton
Position	Children's Improvement and Development Manager
Phone Number	01670 623583
Email	Brian.Smeaton@northumberland.gov.uk
Date	24 October 2019
Signature	

Organisation	CHOLLERTON FIRST SCHOOL
Name	HAZEL DAVEY
Position	HEADTEACHER
Phone Number	01434 681572
Email	Hazel.davey@chollerton.northumberland.sch.uk
Date	15/01/2020
Signature	