



Whole Essex Information Sharing Framework

This Information Sharing Protocol is designed to ensure that information is shared in a way that is fair, transparent and in line with the rights and expectations of the people whose information you are sharing.

This protocol will help you to identify the issues you need to consider when deciding whether to share personal data. It should give you confidence to share personal data when it is appropriate to do so, but should also give you a clearer idea of when it is not acceptable to share data.

Specific benefits include:

- transparency for individuals whose data you wish to share as protocols are published here;
- minimised risk of breaking the law and consequent enforcement action by the ICO or other regulators;
- greater public trust and a better relationship by ensuring that legally required safeguards are in place and complied with;
- better protection for individuals when their data is shared;
- increased data sharing when this is necessary and beneficial;
- reduced reputational risk caused by the inappropriate or insecure sharing of personal data;
- a better understanding of when, or whether, it is acceptable to share information without people's knowledge or consent or in the face of objection; and reduced risk of questions, complaints and disputes about the way you share personal data.

Please ensure all sections of the template are fully completed with sufficient detail to provide assurance that the sharing is conducted lawfully, securely and ethically.

Item	Name/Link /Reference	Responsible Authority
Privacy Impact Assessment		
Supporting Standard Operating Procedure		
Associated contract		
Other associated supporting documentation		

Published Information Sharing Protocols can be viewed on the [WEISF Portal](#).

INFORMATION SHARING PROTOCOL

SUMMARY SHEET

Title of Agreement		Education Planning		
Organisation Name	Head Office Address	Telephone	Email	ICO Registration reference
Essex County Council	County Hall Chelmsford Essex CM1 1QH	08457 430430	Informationgovernanceteam@essex.gov.uk	Z6034810
NHS England, Midlands & East	Swift House, Hedgerows Business Park, Colchester Rd, Chelmsford, CM2 5PF	0300 3112233 Chelmsford office: 01138249112	england.contactus@nhs.net	Z2950066
Version Control				
Date Agreement comes into force	15 th October 2016			
Date of Agreement review	15 th October 2017			
Agreement owner (Organisation)	Essex County Council			
Agreement drawn up by (Author(s))	Kellene Green, Ruth Woodman			
Status of document – DRAFT/FOR	APPROVED			

APPROVAL/APPROVED	
Version	V2

Information Sharing Protocol – Education Planning

1. Purpose

The purpose of sharing this information is to ensure that children in Essex receive the universal service of education, to which they are entitled.

2. Information to be shared

The information to be shared is:

- A unique identifier
- Surname
- Forename
- Middle name
- Date of birth*
- Gender
- Address1, address2, address3, address4, county and postcode.

*dates of birth 01/09/1998 – 31/08/2016 for date supplied between October 2016 and September 2017

3. Legal Basis for sharing information

In order to comply with the Data Protection Act (DPA), one requirement is that personal information is shared fairly and lawfully (principle 1). In order to achieve this, organisations must comply with at least one condition from schedule 2 and, where sensitive information is included, at least one condition from schedule 3 of the DPA.

Appropriate Schedule 2 conditions:

- The processing is necessary for the purposes of legitimate interests pursued by the data controller or by the third party or parties to whom the data are disclosed, except where the processing is unwarranted in any particular case by reason of prejudice to the rights and freedoms or legitimate interests of the data subject

Appropriate schedule 3 conditions:

- No sensitive personal information is to be shared in this initiative and other legislation or statute as follows:

- Section 7 Education Act 1996
- Section 437 Education Act 1996
- Section 89B School Standards and Framework Act 1998 inserted by Section 48 Education Act 2002
- Section 175 Education Act 2002
- Section 10 Children Act 2004

It is generally good practice to seek the consent of service users. However, WEISF Partners recognise that disclosure without consent is lawful if certain conditions are met. For example, personal information may be shared when anonymised or to ensure the performance of public functions or legal obligations.

4. Access and individuals' rights

Subject Access is an individual's right to have a copy of information relating to them which is processed by an organisation.

Once information is disclosed from one agency to another, the recipient organisation becomes the **Data Controller** for that information. With regards to subject access requests, the **Data Controller** has a statutory duty to comply with section 7 of the DPA, unless an exemption applies. It is good practise for the recipient organisation to contact the originating organisation. This enables the originating organisation to advise the use of any statutory exemptions that may need to be applied prior to disclosure to the requesting individual. Communication should take place speedily thus allowing the servicing of the request to take place within the Statutory 40 calendar day, time period.

If a party receives a request for information under the Freedom of Information (FOI) Act 2000 or Environmental Information Regulations (EIR) 2004 that relates to data that has been disclosed for the purposes of this Information Sharing Protocol, it is best practice to seek advice from the originating organisation prior to release. This allows the originating organisation to rely on any statutory exemption/exception under the provisions of the FOI Act or EIR and to identify any perceived harms. However, the decision to release data under the FOI Act or EIR is the responsibility of the agency that received the request.

Essex Partner Agencies' Information Sharing Agreements are made publicly available on the Whole Essex Information Sharing Framework website.

5. Keeping information secure

Partners receiving information will:

- ensure that their employees are able to access only the shared information necessary for their role;
- ensure that their employees are appropriately trained so that they understand their responsibilities for confidentiality and privacy;



- protect the physical security of the shared information at all times by applying appropriate security measures, both physical and technical

Security for the exchange of information will be achieved through:

- The information will be provided on an encrypted disc, in accordance with the Connecting for Health security standards in place at the time of the agreement.
- The disc will be collected in person by the County Council. The password to access the encrypted information will be supplied separately by the provider of the data.

6. Information format, method(s) and frequency of sharing

The information will be provided on an encrypted disc, in accordance with the Connecting for Health security standards in place at the time of the agreement.

The disc will be collected in person by the County Council. The password to access the encrypted information will be supplied separately by the provider of the data.

The frequency with which the information will be shared is at 3 points through the year as follows:

- Mid-October
- mid-January
- mid-July

7. Data Retention

Essex County Council will retain the raw information for the minimum period required for the specified purposes, and in any event no longer than 3 years, and then ensure its secure destruction. For planning purposes, year on year data over 3 years old may be anonymised and retained, in summary form only.

8. Responsibility for exchanging these data and ensuring data are accurate

Partners receiving shared information are responsible for applying relevant quality assurance before using the information.

If information is found to be inaccurate, it is the responsibility of the Partner discovering the inaccuracy to notify the relevant Data Controller. The Data Controller will ensure that the source data is corrected and will notify all recipients, who will be responsible for updating the information they hold.



Partners will not be liable for any financial or other costs incurred by other parties to this protocol as a result of any information being wrongly disclosed by another party to this protocol or as a result of any negligent act or omission by another party to this protocol.

For the purposes of this Protocol the responsibilities are defined as:

Data Controllers for this Protocol are: Essex County Council

This Protocol will be reviewed one year after it comes into operation to ensure that it remains fit for purpose. The review will be initiated by Essex County Council.

9. Complaints

Partner agencies will use their standard organisational procedures to deal with complaints from the public arising from information sharing under this protocol.

10. Breach of Confidentiality

Any information breaches e.g. theft, loss, damage or inappropriate disclosure of information must be reported to the Data Controller immediately through:

ECC: informationgovernanceteam@essex.gov.uk

NHS England: england.contactus@nhs.net

11. Agreement

We undertake to implement and adhere to this protocol.

Commencement of the Protocol:

This Protocol shall commence upon date of the signing of a copy of the Protocol by the signatory partners. The relevant information can be shared between signatory partners from the date the Protocol commences.

Withdrawal from the Protocol:

Any partner may withdraw from this Protocol upon giving 4 weeks written notice to the other signatories. The partner must continue to comply with the terms of this Protocol in respect of any information that the partner has obtained through being a signatory. Information, which is no longer relevant, should be returned or destroyed in an appropriate secure manner.

Signed by Authorised Person

Print: David Wilde



Signed:

On behalf of (Organisation): Essex County Council

Date: 5th October 2016

Signed by Authorised Person

Print:...Dr James Hickling, Caldicott Guardian

Signed:..... 

On behalf of (Organisation):NHS England, Midlands & East (East).....

Date:...4th October 2016

