

## DATA SHARING AGREEMENT

This Agreement is made                      December    2018 between:

**THE CHANCELLORS, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD**, whose administrative office is at University Offices, Wellington Square, Oxford OX1 2JD, United Kingdom (“**Oxford**”); and

**Essex County Council**, County Hall, Market Road, Chelmsford, Essex (“**Essex County Council**”)

(each a **party** and together the **parties**).

### BACKGROUND

The Children’s Support Services Limited (CSSL) Social Impact Bond (SIB) is now in its final year of operation with the Multi-Systemic Therapy (MST) service due to complete at the end of December 2018, and CSSL due to be wound up as a Special Purpose Vehicle in March 2019. The CSSL Board is keen to optimise understanding of the impact of the MST service, to share learning from the project and to safeguard data for the future.

The Rees Centre at Oxford will take the lead on the evaluation which is split into:

1. Evaluation of the impact of MST on young people and their families in the broader context of the social care journeys of this cohort of families
2. Impact report – a summary of the impact strands and key learnings to be shared from the project

Oxford will need access to personal data provided by Essex County Council to complete this work.

### DEFINITIONS

**Agreed Purposes:** Personal data will be processed for the purposes of carrying out the Evaluation, including facilitating the collection of quantitative and qualitative data. Specifically this will include:

the organisation of face to face interviews, which will be audio-recorded (with permission) and focus groups with staff.

assistance in recruiting and obtaining consent from children, young people, and their families to participate in the Evaluation. Specifically, contact details of families who consent to participate in evaluation interviews about MST. Evaluation interviews will be carried out with the family members who consent to participate, this will either be a single parent/carer or multiple family members. Consent procedures have been approved by the University of Oxford (ethics approval). This ensures that all participants are aware of their right to withdraw consent at any time and that they can request that their information can be erased. Families will only be contacted after they have given their consent to the MST service in Essex for their contact details to be shared (informed consent) and evaluation information sheets are shared with them.

Child level data, specifically, Pseudonymised child level data for children and families who have received the MST service in Essex. Specific data items to include the following: case ID; Date of Birth; MST start and end date; period of care start and end date; category of need; placement change (details of dates and placement type); legal status changes; any subsequent contacts with Essex CSC, to include: referrals; referrals to Family solutions and/or DBIT (with dates of referrals and start and end dates of any services, if recorded); outcomes from referrals (specifically de-

escalations); CiN plans; CiN open case status (inc. start and end dates); dates of CP plans; Referrals that result in NFA (no further action); Family ID on Mosaic (for linking siblings).

**Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures:** as set out in the Data Protection Legislation in force at the time.

**Data Protection Legislation:** any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a party is subject, including the General Data Protection Regulation ((EU) 2016/679) ("**GDPR**") and the UK Data Protection Act 2018.

**Permitted Recipients:** The parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement, and any other permitted recipients set out in Schedule 1.

**Shared Personal Data:** the personal data to be shared between the parties under clause 1.1 of this agreement. Schedule 1 sets out further details relating to the Shared Personal Data, including the types of personal data and categories of data subjects.

## 1. DATA PROTECTION

- 1.1 **Shared Personal Data.** This Agreement sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that either party (the **Data Discloser**) may disclose to the other party (the **Data Recipient**) Shared Personal Data for the Data Recipient to process for the Agreed Purposes.
- 1.2 **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.
- 1.3 **Obligations of Data Discloser.** The Data Discloser shall ensure that all fair processing notices have been given (and as applicable, consents obtained) that are sufficient in scope to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes and to enable the lawful processing of Shared Personal Data by the Permitted Recipients as set out in this Agreement.
- 1.4 **Obligations of Data Recipient.** The Data Recipient shall:
- (a) process the Shared Personal Data only for the Agreed Purposes;
  - (b) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
  - (c) ensure the reliability of any of its personnel who have access to the Shared Personal Data and hold the Shared Personal Data under at least the conditions of confidence as such party holds personal data processed by it other than the Shared Personal Data;
  - (d) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Shared Personal Data and against accidental loss or destruction of, or damage to, Shared Personal Data.

- (e) not transfer any Shared Personal Data outside the EEA unless the transferor ensures that
  - (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer:

1.5 **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation in relation to the Shared Personal Data. In particular, each party shall (in relation to the Shared Personal Data):

- (a) provide the other party with reasonable assistance in complying with any data subject access request or deletion requests and queries or complaints made under Data Protection Legislation;
- (b) provide the other party with reasonable assistance in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (c) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation and provide assistance to the other party as is necessary upon reasonable request to facilitate the handling of any such breach in an expeditious and compliant manner.

## 2. GENERAL

2.1 Any notice under this Agreement shall be in writing and shall be delivered by hand, post or email to at the recipient's address set out at the head of this Agreement or such other address for service as may be agreed from time to time. This clause does not apply to the service of any proceedings or other documents in any legal action or method of dispute resolution.

2.2 This Agreement may only be varied by the written agreement of the parties.

2.3 If any provision or part-provision of this Agreement is found by a court to be unlawful, unenforceable or void, that provision or part-provision shall be severed and the remainder of this Agreement shall remain in force. Either party may at any time request that the provisions of this Agreement be replaced with any standard controller-to-controller clauses issued by any competent regulator, and the parties shall work together in good faith to accommodate any such request.

2.4 Any waiver by any party of any breach of any provision of this Agreement must be in writing and shall not be deemed a waiver of any subsequent or other breach.

2.5 This Agreement and any connected dispute or claim (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

**SIGNED BY THE PARTIES' AUTHORISED REPRESENTATIVES:**

**FOR THE UNIVERSITY OF OXFORD:**

**Signature:**

**Name:**

**Title:**

**Date:**

**FOR ESSEX COUNTY COUNCIL:**

**Signature:**

**Name:**

**Title:**

**Date:**

## Schedule 1

### Data Protection Particulars

<b>The type of Personal Data being Processed</b>	<ol style="list-style-type: none"><li>1. Child level data which has been pseudonymised by the disclosing party.</li><li>2. Contact details of children/young people and families who agree to participate in evaluation interviews about the MST service (informed consent will be obtained for all of this personal data).</li><li>3. Contact details of key personnel involved in the implementation and referral of cases to the MST service.</li></ol>
<b>The categories of Data Subjects</b>	<ol style="list-style-type: none"><li>A. Children and young people who have participated in the MST service.</li><li>B. Parents of children and young people participating in the Evaluation.</li></ol>
<b>Additional permitted recipients</b>	The University of Sussex.  Key personnel working of the evaluation on behalf of the University of Sussex: Dr Helen Drew, as a member of the evaluation team.