

INFORMATION SHARING PROTOCOL

SUMMARY SHEET



Title of Agreement		Education and Learning Services Information Sharing Protocol			
Organisation Name	Head Office Address	Phone	Email	Named Data Protection Officer	ICO Notification reference
Essex County Council	County Hall, Chelmsford, CM1 1QH	08457 430430	Informationgovernanceteam@essex.gov.uk	Paul Turner	Z6034810
All other signatories from Early Years, Primary, Secondary and Post 16 Education and Learning Providers					
Version Control					
Date Agreement comes into force			January 2018		
Date of Agreement review			December 2020 for implementation January 2021		
Agreement owner (Organisation)			Essex County Council		
Agreement drawn up by (Author(s))			Kellene Green		
Status of document – DRAFT/FOR APPROVAL/APPROVED			APPROVED		
Version			V2.0		

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 Information Commissioner's Office (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	N/A	
Supporting Standard Operating Procedure	N/A	
Associated contract	N/A	
Other associated supporting documentation	Service Area Addendums (SAAs) which are available to view on Essex Schools InfoLink	

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

1.	Purpose	REFERENCES
	<p>This Information Sharing Protocol sets out the overarching Information Sharing Principles between Essex County Council (ECC) and Essex Education and Learning Providers* in sharing data between the organisations. In addition Addendums will reflect ECC’s Service Areas’ legislative gateways and data requirements with regard to the data collected and the data shared.</p> <p>Effectively sharing information relating to young people (between the ages of 0 – 19 and up to the age of 25 for those with learning difficulties) between providers and ECC will bring sufficient benefits in supporting the learning, welfare and safeguarding of children and young people in Essex.</p> <p>Data sharing will enable the Council to fulfil key strategic responsibilities, including:</p> <ul style="list-style-type: none"> • ensuring sufficient and appropriate learning provision: • supporting school/college improvement and improved educational outcomes through pre and post 16 learning; • ensuring effective planning, commissioning and delivery of services to children and families, in particular to support vulnerable young people and their families. <p>*Education and Learning providers includes: organisations who will operate 0-19 learning provision e.g. Early Years provision, Primary Schools, Secondary Schools, Sixth Form Colleges, and Colleges, Work Based Learning Providers with EFA or SFA contracts.</p>	<p>GDPR Go to article 5</p>
2.	Information to be shared	
	<p>Arrangements for information sharing relating to planning and provision at a whole establishment or whole student group level will continue as usual. This agreement specifies the data relating to individual pupils, as set out in the accompanying addendums.</p> <p>Essex County Council’s Service Areas’ will each outline within their relevant Addendum:</p> <ul style="list-style-type: none"> • The purpose/relevance for sharing information • Fair Processing practices where appropriate • The information to be collected or shared • Frequency/contacts for collecting/sharing the information • The processes for sharing information between partner members. 	<p>GDPR Go to articles 6 - 9</p>
3.	Legal Basis	

(Explain the legal power(s) you have that allow you to share the information – include how the sharing is consistent with the **Data Protection Act 1998** Conditions for Processing (Schedules 2 & 3) **ONLY VALID UNTIL 25TH MAY 2018**

Personal Data	Sensitive Personal Data
Sharing personal information in accordance with this protocol is lawful under the <i>Data Protection Act 1998</i> Schedule 2:	Sharing personal information in accordance with this protocol is lawful under the <i>Data Protection Act 1998</i> Schedule 3:
2 (1) - Consent	3 (1) - Explicit Consent
2 (3) - Required by Law	2 (2) - Required by Law
2 (6) - Legitimate Interests	2 (7) - Administration of Justice/Enactment
Choose an item.	2 (8) Medical Purposes

Other legislation included within Appendix A or statute as written in the service addendums to this document
 With effect from 26th May 2018 explain the legal powers you have that allow you to share the information – include how the sharing is consistent with the *General Data Protection Regulation 2016* article 6 and 9.

Personal Data	Special Categories of Data
Sharing personal information in accordance with this protocol is lawful under the <i>General Data Protection Regulation 2016</i> article 6:	Sharing personal information in accordance with this protocol is lawful under the <i>General Data Protection Regulation 2016</i> article 9:
<i>Consent</i>	Explicit Consent
<i>Legal Obligation</i>	Substantial Public Interest
<i>Public Task</i>	Choose an item.

Other legislation or statute as written in the service addendums to this document and listed in Appendix A.

Fair Processing in accordance with *General Data Protection Regulation 2016* article 12.

Fair processing requirements have been satisfied by: each data controller is responsible for the issuing of a privacy notice so that all data subjects are aware of how and when their data is processed.

GDPR
 Go to articles
 6-14

GDPR
Go to articles
13-14, 24 - 31

For the purposes of this Protocol the responsibilities are defined as:	√ or x	Organisation Name(s)
The Sole Data Controller for this sharing is	x	
<p>The Joint Data Controllers for this sharing are:</p> <p><i>Where two or more controllers jointly determine the purposes and means of processing, they will be joint controllers. They will in a transparent manner determine their respective responsibilities for compliance with the obligations under the GDPR, in particular with regard to the exercising of the rights of the data subject and their respective duties to provide the information referred to in Articles 13 and 14, by an arrangement between them unless the respective responsibilities of the controllers are determined by Union or Member State law to which the controllers are subject. The arrangement may designate a contact point for data subjects</i></p>	√	Essex County Council All other signatories from Early Years, Primary, Secondary and Post 16 Education and Learning Providers
<p>In the case of Joint Data Controllers, the designated contact point for Data Subjects is:</p> <p><i>This is to provide a single point of contact for Data Subjects - generally this will be the organisation with ownership of the ISP.</i></p>		Essex County Council
<p>Data Processors party to this protocol are:</p> <p><i>1. Where processing is to be carried out on behalf of a controller, the controller shall use only processors providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of this Regulation and ensure the protection of the rights of the data subject.</i></p> <p><i>2. The processor shall not engage another processor without prior specific or general written authorisation of the controller. In the case of general written authorisation, the processor shall inform the controller of any intended changes concerning the addition or replacement of other processors, thereby giving the controller the opportunity to object to such changes.</i></p> <p><i>3. Processing by a processor shall be governed by a contract or other legal act under Union or Member State law, that is binding on the processor with regard to the controller and that sets out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects and the obligations and rights of the controller.</i></p> <p><i>Any controller involved in processing shall be liable for the damage caused by processing which infringes this Regulation. A processor shall be liable for the damage caused by processing only where it has not complied with obligations of this Regulation specifically directed to processors or where it has acted outside or contrary to lawful instructions of the controller.</i></p>	x	Processing will be listed under individual Service Area Addendums

This Protocol will be reviewed three years after it comes into operation to ensure that it remains fit for purpose. The review will

Paper and electronic information is securely destroyed with destruction log for electronic information	√	
Laptops and removable media such as memory sticks are secured when not in use	√	
Technical security appropriate to the type of information being processed is applied	√	
Arrangements are in place to meet the requirements for confidentiality, integrity and availability	√	
Disaster recovery arrangements are in place	√	
Encryption of personal data is fully implemented	√	
Data minimisation has been considered	√	
Can pseudonymised or anonymised data be used to meet your processing needs?	√	
There are sufficient access controls for systems/networks in place	√	
Routine and regular penetration tests are carried out	√	
Article 40 Codes of Conduct are adhered to (where applicable)	√	
Appropriate security is applied to external routes into the organisation; for example, internet firewalls and remote access solutions	√	
Ensure that employees are appropriately trained to understand their responsibilities to maintain confidentiality and privacy	√	
Restrict access to data to those that require it, and take reasonable steps to ensure the reliability of employees who have access to data, for instance, ensuring that all staff have appropriate background checks	√	
Maintain an up to date policy for handling personal data which is available to all staff	√	
Have a process in place to handle any security incidents involving personal data, including notifying relevant third parties of any incidents	√	
Ensure any 3 rd party processing is agreed as part of this protocol and governed by a robust contract and detailed written instructions for processing	√	
Partner Agencies that are required to have contracts and systems in place to ensure sub-contractors are managing all aspects of data security and are fully aware of and abide by this protocol	√	
ECC will send and receive information through the Designated Person listed in the relevant SAA contact details	√	
Partner organisations must not pass on or sell the data to other parties or organisations not party to this agreement	√	

7.	Format and Frequency	
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Each Service Area Addendum (SAA) outlines the information format and frequency with which the information will be shared.

8. Data Retention

Information will be retained in accordance with each partners' published data retention policy and in any event no longer than is necessary.

Each Service Area Addendum (SAA) includes the statutory guidance and their retention schedule in relation to the retention and deletion of data. All data, received from Essex County Council by the partner agency, must be stored, retained and disposed of in line with their own records retention and security policies which must comply with the requirements of Data Protection Legislation and the Freedom of Information Act 2000.

GDPR
Go to article 5

9. Data Accuracy

If information is found to be inaccurate, it is the responsibility of the Partner Organisation to notify the Data Controller, who will ensure the data is corrected and will notify all recipients.

Partner members 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.

GDPR
Go to articles
5, 16 - 18

10. Breach Notification

Where a security breach linked to the sharing of data under this protocol is likely to adversely affect a data subject, Partners are required to inform all involved Partners within 48 hours of the breach being detected. The email addresses on page 1 should be used to contact the Partners. The decision to notify the ICO can only be made after consultation with any other affected Partner to this protocol, and notification to the ICO must be made within 72 hours of the breach being detected. Where agreement to notify cannot be reached within this timeframe, the final decision will rest with the Protocol owner as depicted on page 1 of this document.

All involved Partners should consult on the need to inform the Data Subject, so that all risks are fully considered and agreement is reached as to when, how and by whom such contact should be made. Where agreement to notify cannot be reached, the final decision will rest with the Protocol owner as depicted on page 1 of this document.

All Partners to this protocol ensure that robust policy and procedures are in place to manage security incidents, including the need to consult Partners where the breach directly relates to information shared under this protocol.

GDPR
Go to articles
33, 34, 77 - 84

	<p>A processor is liable for any damage caused by processing, only where it has not complied with obligations of the GDPR specifically directed to processors or where it has acted outside or contrary to lawful instructions of the controller.</p>	
<p>11.</p>	<p>Complaints</p>	
	<p>Partner agencies will use their standard organisational procedures to deal with complaints from the public arising from information sharing under this protocol.</p>	<p>GDPR Go to articles 16 – 22 & 77</p>
<p>12.</p>	<p>Commencement of Protocol</p>	
	<p>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.</p>	
<p>13.</p>	<p>Withdrawal from the Protocol</p>	
	<p>Any partner may withdraw from this Protocol upon giving 4 weeks written notice to the WEISF administration team weisf@essex.gov.uk. The WEISF administration team will notify other Partners to the Protocol. 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.</p>	
<p>14.</p>	<p>Agreement</p>	

This Protocol must be approved electronically by the responsible person within the organisation (SIRO/Caldicott Guardian/Chief Information Officer).

Approver Name	
Organisation Name	
Date of Agreement	

We are asking you to sign up electronically to this 2018/2021, [via this link](#), protocol to show you will implement and adhere to this protocol with Essex County Council – Education and learning providers.

This Protocol will be published on weisf.essex.gov.uk.



Appendix A – Relevant Legal Statutes

Education Act 1996

Education Act 2002

Education Act 2011

Education and Skills Act 2008

Equality Act 2010

School Standards and Framework Act 1998

The Children Act 1989

The Children Act 2004

Working Together to Safeguard Children 2015

Childcare Act 2006

Further and Higher Education Act 1992

Learning and Skills Act 2000

The Apprenticeships, Skills, Children and Learning Act 2009

Technical and Further Education Act 2017