



Department
for Education

***Data Sharing Agreement (DSA) for the
sharing of data between
the Department for Education (a data
controller)
and
Local Authority
In Respect of the Exchange
Of Information***

Twice Yearly Report 1819

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1. Introduction

1.1 Background

Data will be supplied to enable the Local Authority to contact individuals in their Local Authority area to encourage participation in education and training, in accordance with their statutory duty

1.2 Participant Contact details

The Department for Education	Essex County Council
Greg Fowler Education & Skills Funding Agency Cheylesmore House, Quinton Road, Coventry. CV1 2WT Email: DataSharing.ESFA@education.gov.uk	Claire Kershaw Essex County Council County Hall Chelmsford CM1 1QH Clare.kershaw@essex.gov.uk 03330139075

2. Monitoring and Review

This agreement will commence on the date that the DSA is signed by both Participants.

The agreement will be reviewed within at least 12 months of the commencement of the agreement.

3. Purpose

Local Authorities (LA) are required to maintain a record of the education/employment activity of all post-16 students resident in their area. These details are stored in their Client Caseload Information System (CCIS) database from which monthly extracts are provided to DfE. In order for LA's to fulfil their duty, to encourage, enable or assist effective participation, the records must reflect the full learner picture.

LA's are reliant on education providers to supply accurate learner details, however the delivery of Individualised Learner Data (ILR) on a twice yearly basis would allow the LA to verify this data and to identify and correct any anomalies. LLDD and ethnicity details are a requirement in CCIS, contact details are necessary should the LA need to contact the learner to establish their learning status.

Data will be supplied to enable the Local Authority to contact individuals in their Local Authority area to encourage participation in education and training, in accordance with their statutory duty.



4. Legal basis for sharing / processing data

4.1 Lawful Conditions for sharing / processing data

The DfE and the Third Party are legally obliged to handle personal data according to the requirements of the GDPR, the Data Protection Act 2018 and the Human Rights Act (HRA) 1998, along with any other relevant legislation.

The data is processed by the DfE in accordance with the Apprenticeship, Skills Children and Learning Act 2009

The data is processed in accordance with GDPR (2018):

- article 6(1)(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 controller.
- Article 9(2)(g)- for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject.

4.2 The right to respect for private and family life

Any sharing of data under this agreement that enables the identification of individuals will only be processed by the recipient organisation minimally in accordance with the purposes set out in this agreement and its lawful basis for processing the data.

4.3 Privacy Notices

It is the responsibility of each party to this agreement to ensure that their respective Privacy Notices are sufficiently detailed to cover the data sharing activity specified in this DSA, including the purpose and the lawful basis for the sharing / processing of the data.

The relevant privacy notice for the Department for Education is published here:

<https://www.gov.uk/government/publications/esfa-privacy-notice>

The relevant privacy notice for the Local Authority is published here:

<https://www.essex.gov.uk/privacy-notice>

5 Data Handling

The Department for Education handles the data in accordance with Her Majesty's Government's (HMG) security policy framework which describes the mandatory security outcomes expected of all of HMG organisations, their partners handling HMG information – further guidance available:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710816/HMG-Security-Policy-Framework-v1.1.doc.pdf

The Local Authority policy to safeguard the data can be accessed
See attached documents

5.1 Process / Systems used for sharing data

Data will be transferred between parties using a securely encrypted process with time-limited password-protected access agreed between parties.

The data will be shared in accordance with the annexed description of data.

5.2 Accuracy of the Shared Data

It is the responsibility of each party to the agreement as a data controller to maintain the accuracy of the Shared Data

5.3 Assurance of compliance

It is the responsibility of each party to the agreement each party to the agreement to maintain adequate organisational and other technical measures to assure compliance with its obligations under the General Data Protection Regulation (GDPR) (2018) and Data Protection Act 2018.

Each party to this agreement will:

- maintain up to date policy available for all staff for the secure handling of data, including personal data
- trains its staff in how to handle data including personal data, in accordance with GDPR, the Data Protection Act 2018 and all relevant data protection legislation
- has a process in place to handle any security incidents involving personal data, including notifying relevant third parties of any incidents
- maintains measures to protect against unauthorised or unlawful processing of, accidental loss or destruction of, or damage to, data, including personal data
- will notify the other party of a complaint from individuals or groups that are the subject of the data share within 72 hours of receiving the complaint, resolve that complaint under its complaint process, and provide all reasonable assistance to the other party towards resolving the complaint

The Department for Education authorises the third party to share the data supplied under this agreement with those individuals named in this agreement, including Annexes to this agreement, for undertaking work necessary to fulfil the purposes described in this agreement.

The Local Authority will:

- restrict access and use of the data for the purposes described in this agreement
- store the data securely



- not transfer the data outside of the UK without the prior written agreement of the Department for Education
- restrict access to the data to only those employed by the third party and with a genuine business need to undertake the necessary work described in this agreement, or where otherwise agreed in writing with the Department for Education
- ensure that all individuals named in this agreement are instructed that data shared under this agreement, (unless otherwise specified) or data derived from the data shared under this agreement must not be further shared or published without the prior written agreement of the Department for Education, except where the sharing or publication of that data is necessary for the Local Authority to comply with a legal obligation.
- ensure that any proposed changes to this agreement are agreed with the Department for Education in advance.
- ensure that data are not processed to enable identification or re-identification of individuals
- safeguard the data using appropriate technical and other measures including
 - all equipment/devices are protected with necessary and up to date protection from unauthorised access
 - secure physical storage and management of non-electronic data
 - password protected computer systems, ensuring that passwords are of the appropriate length and complexity, and require regular renewal.
 - arrangements to restrict access to the shared data only to those that require it for the agreed purposes, 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.
 - appropriate security on external routes into the organisation; for example, internet firewalls and remote access solutions
 - regular and robust checks to provide assurance on the effectiveness of security arrangements, with plans to monitor and mitigate risk to information

Where the Department for Education agrees to the Local Authority sharing the data with named individuals in other organisations for the purposes specified in this agreement, the Local Authority will:

- operate as data controller of the shared data, and the other organisation operating as its data processor
- ensure there is a contract with the data processor and cascade the terms and conditions of this agreement to ensure the other organisation is bound by terms and conditions to safeguard and restrict the processing of the data

5.4 Handling of data subject information requests, including Subject Access Requests (SAR)

It is the responsibility of each party to this agreement as a data controller of the personal data shared under this agreement, to handle a request (including, but not



limited to, a data protection subject access request) made by a data subject in exercise of the data subject's rights under GDPR and the Data Protection Act 2018 in accordance with the statutory obligations of that data controller.

5.5 Handling Freedom of Information Act (FoIA) Requests

Where a party to this agreement is a public authority specified with obligations under the Freedom of Information Act 2000, it is the responsibility of that public authority to handle a request received by the public authority in accordance with its statutory obligations.

Where the Local Authority as a public authority with obligations under the Freedom of Information Act 2000, receives a Freedom of Information request for information shared under this agreement, pursuant to part IV of the Secretary of State Code of Practice issued under section 45 of the Freedom of Information Act, it will make all reasonable endeavours to contact and consult with the Department for Education regarding the handling of the request.

5.6 Retention and Destruction Schedule

It is the responsibility of each party as a data controller to maintain a retention and destruction schedule to minimise the processing of any personal data and, where any personal data shared under the agreement is no longer required by the organisation as a data controller, it is the responsibility of that data controller to ensure its secure destruction.

The Local Authority is responsible for the secure destruction of the data **within 12 months** of the Data Sharing agreement being signed.

6 Security Breaches

A security breach is a situation where the rules on handling and protecting information or equipment have been broken and results in the loss or unauthorised access to confidential information or theft of equipment, by either of the aforementioned organisations.

6.1 Security incidents

The designated points of contact in Section 1.1 of this agreement are responsible for notifying the other Participant in writing in the event of loss or unauthorised disclosures of information within 24 hours of the event.

The designated points of contact will discuss and agree the next steps relating to the incident, taking specialist advice where appropriate. Such arrangements will include (but will not be limited to) containment of the incident and mitigation of any ongoing risk, recovery of the information, and assessing whether the Data Protection Officer / Information Commissioner and / or the data subjects will be notified. The arrangements may vary in each case, depending on the sensitivity of the information and the nature of the loss or unauthorised disclosure.

Where appropriate and if relevant to the incident, disciplinary misconduct action and/or criminal proceedings will be considered.



6.2 Consequences of security incident

Depending on the sensitivity of the information and the nature of the loss or unauthorised disclosure, the further sharing of information may be suspended pending resolution in accordance with section 7 of this agreement, or terminated, in accordance with section 9 of this agreement.

7 Issues, disputes and resolution between participants

7.1 Resolving disputes

Any issues or disputes that arise as a result of the data sharing covered by this DSA must be directed to the relevant contact points listed in section 1.1 in this agreement. Each Participant will be responsible for escalating the issue as necessary within their given commands and organisations.

Where a problem arises it should be reported as soon as possible. Should the problem be of an urgent nature, it must be reported by phone immediately to the designated business as usual contact (listed in Annex B / section 1 of this agreement) and followed up in writing the same day. If the problem is not of an urgent nature it can be reported in writing within 24 hours of the problem occurring.

8 Data Controller Registration

Each party agrees that it is currently registered as a data controller with the Information Commissioner's Office for purposes including those for which data will be processed under this agreement.

Registration for the DfE: Z1001723
Registration currently expires: 15 August 2019

Registration for the Local Authority: Z6034810
Registration currently expires: 14th November 2019

9 Termination

Both Participants to this DSA reserve the right to terminate this DSA with three months' notice in the following circumstances:

- by reason of cost, resources or other factors beyond the control of the Local Authority
- if any material change occurs which, in the opinion of the DfE and the other organisation following negotiation significantly impairs the value of the data sharing arrangement in meeting their respective objectives
- Where any data sharing relates to a one-off exchange, the DSA will terminate upon completion of the exercise.
- In the event of a significant security breach or other serious breach of the terms of this DSA by either Participant the DSA will be terminated or suspended immediately without notice.





10 Signatories

Department for Education

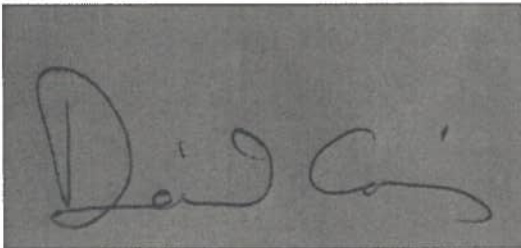
[Name of department/organisation Y]

Name of head of business area:
DAVID CRAIG

Name of head of business area:
Clare Kershaw

Signature of head of business area:

Signature of head of business area:



Date: 03 December 2018

Date: [date] 18/12/18

Annex A- Data to be shared

1. Processing Purpose

Local Authorities (LA) are required to maintain a record of the education/employment activity of all post-16 students resident in their area. These details are stored in their Client Caseload Information System (CCIS) database from which monthly extracts are provided to DfE. In order for LA's to fulfil their duty, to encourage, enable or assist effective participation, the records must reflect the full learner picture.

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Data will be supplied to enable the Local Authority to contact individuals in their Local Authority area to encourage participation in education and training, in accordance with their statutory duty.

1.1. Report Frequency and Contents

The contents of this report have been standardised to enable the Local Authority to fulfil the processing purpose above. For 2018/19 academic year the reports will be produced on twice yearly basis at periods **SN04** (R04) and **SN06** (R06) only.

The report will contain data for ALL learners, who at the start of the academic year, are either aged:

- 16 to 19 (inclusive) or
- 16 to 26 (inclusive) if they have LLDD



1.2. Variables in the ILR Named Report

Fields in ILR Named Report	
YEAR	Learner Address Line 3
UKPRN	Learner Address Line 4
Provider Name	Learner Current Postcode
ULN	E-Mail Address
Provider Name	Telephone Number
Family Name	Restricted Use Indicator
Given Name	Learner Start Date
DoB	Original Learning Start Date
Sex	Learner Planned End Date
Ethnicity	Planned Learning Hours
LLDD Health Problem	Programme Type
SEN	Aim Type
Educational Healthcare Plan	Completion Status
Learner Address Line 1	Learner Actual End Date
Learner Address Line 2	Withdrawal Reason
Core Subject	Level
Employment Status on the First Day of Learning	Date Employment Status applies

Annex B – Data Delivery

The data is to be transmitted by the DfE using a method commensurate with the classification, volume and sensitivity of the data.

The data is sent by the DfE to the key recipient for the Local Authority in a suitably encrypted and password protected file. The password to access the file is only supplied separately to the key recipient of the Local Authority after the key recipient acknowledges safe receipt of the encrypted file.

Where the key recipient for the Local Authority cannot accept the encrypted file as described above due to technological constraints, the data is transmitted by the DfE using an alternative securely encrypted process to afford the Local Authority restricted access to the data.

The Local Authority will provide details of the key recipient of the data below. It is the responsibility of the Local Authority to ensure that the most up-to-date details of the recipient are supplied to the DfE.

1. Details of key recipient

Please insert the details for the Lead individual for the Local Authority who is authorised to manage sharing of data for and on behalf of the Local Authority

Full name	Annis Burns
Role	Performance Officer
Work address	Essex County Council County Hall Chelmsford CM1 1QH
Email address (must be an email address for the third party)	annis.burns@essex.gov.uk
Telephone number(s)	03330131646

2. Details of Additional Users Authorised to use the data (where applicable)

Please provide below the details of agreed named individuals to whom the Local Authority will afford restricted access to the data.

Full name	Kim Trennery
Role	Keep in Contact Team Supervisor
Organisation	Essex County Council
Work address	Essex County Council County Hall Chelmsford



	Essex CM1 1QH
Email address (must be an email address for the third party)	kim.trennery@essex.gov.uk
Telephone number(s)	033301 34729
Purpose of work to be undertaken	Tracking of young people

Full name	Mark Shorter
Role	Lead for Employability & Skills – Post 16 IAG
Organisation	Essex County Council
Work address	Essex County Council County Hall Chelmsford Essex CM1 1QH
Email address (must be an email address for the third party)	mark.shorter@essex.gov.uk
Telephone number(s)	03330134618
Purpose of work to be undertaken	Tracking of young people

3. Details of third party with whom Local Authority contracts to process data on its behalf

Where applicable, please insert below the details of name and address of the organisation contracted by the Local Authority to process data on its behalf together with the purpose for which the Local Authority has contracted the organisation to process data on its behalf

Full name	
Role	
Organisation	
Work address	
Email address	
Telephone number(s)	
Purpose for which the Local Authority has contracted the organisation to process data on its behalf	

4. Details of any other parties who will receive the data

Where applicable please enter details of any other parties who will receive the data (contractors, agents, partnerships, etc)



Full name	
Role	
Organisation	
Work address	
Email address	
Telephone number(s)	
Purpose	

Annex C – Data Protection Officer

Please insert the details of the Data Protection Officer for the Local Authority

Full name	Paul Turner
Role	Director, Legal & Assurance (Monitoring Officer & Data Protection Officer)
Organisation	Essex County Council
Work address	Essex County Council County Hall Chelmsford Essex CM1 1QH
Email address	dpo@essex.gov.uk
Telephone number(s)	0345 743 0430

