

DATA SHARING AGREEMENT

ESSEX COUNTY COUNCIL AND DEPARTMENT FOR COMMUNITIES AND LOCAL GOVERNMENT

THIS AGREEMENT is made the 14 day of September 2015

BETWEEN

1) **ESSEX COUNTY COUNCIL** of County Hall, Market Road, Chelmsford, Essex, CM1 1QH ("the **COUNCIL**")

and

2) **THE DEPARTMENT FOR COMMUNITIES AND LOCAL GOVERNMENT** of 2 Marsham Street, London, SW1P 4DF ("**DCLG**")

1. BACKGROUND

- 1.1. The Expanded Troubled Families Programme (the **Programme**) aims to achieve significant and sustained progress with families that have multiple problems including crime, poor school attendance, anti-social behaviour, poor health, unemployment and domestic violence and abuse.
- 1.2. The Department for Communities and Local Government (DCLG) have commissioned Ipsos MORI to carry out a survey for the evaluation of the Programme (the **Project**) further to a contract between DCLG and Ipsos MORI dated 26th March 2015.
- 1.3. Ipsos MORI will conduct the survey on behalf of DCLG. The research aims to evaluate the transformation of services and effectiveness of a family intervention approach.
- 1.4. In order to carry out the survey, Ipsos MORI requires the personal information of families taking part in the programme from the council. The purpose of this Agreement is to set out how this data will be shared between The Council and Ipsos MORI acting on behalf of DCLG and the obligations of each Party (The Council and DCLG) in relation to data sharing further to the Project.
- 1.5. The Council and DCLG will each be responsible for compliance with the Data Protection Principles under the Data Protection Act 1998 and Article 8 of the European Convention on Human Rights in relation to the Data. This Agreement exists to provide a framework for compliance with the Data Protection Principles and the Information Commissioner's Code of Practice on Data Sharing.

IT IS NOW AGREED as follows:

2. DEFINITIONS AND INTERPRETATION

2.1. In this Agreement the following words and phrases shall have the following meanings, unless expressly stated to the contrary:

“Act” means the Data Protection Act 1998, as amended;

“Authorised Representatives” means the nominated lead officer representing each of the parties with delegated authority to handle the day-to-day matters arising from this Agreement;

“Data Controller” has the meaning in section 1(1) of the Act. For this project the Council will be data controller for the dataset of personal data and for the transfer of that data to Ipsos MORI. DCLG will then become the data controller for the personal data provided by the Council to Ipsos MORI once it arrives at Ipsos MORI.

“Data Processor” has the meaning in section 1(1) of the Act. For this project Ipsos MORI will be the data processor acting on behalf of DCLG.

“Data Protection Legislation” means the Data Protection Act 1998 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

“Data Subject” has the meaning in section 1(1) of the Act;

“Data” means the data supplied by the Council to Ipsos MORI;

“Environmental Information Regulations” means the Environmental Information Regulations 2004, as amended, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;

“FOIA” means the Freedom of Information Act 2000, as amended;

“Local Authorities” means those local authorities that have been identified as participating in the Project;

“Parties” means the parties to this Agreement, namely the Council and DCLG;

“Personal Data” has the meaning in section 1(1) of the Act;

“Project” means the evaluation Project as further described in Clause 4;

“Processing” has the meaning in section 1(1) of the Act;

“Request for Information” means a request for information or a request under FOIA or the Environmental Information Regulations.

“Survey” refers to the Family survey

2.2. In this Agreement:

- a) the masculine includes the feminine and neuter;
- b) person means a natural person;
- c) the singular includes the plural and vice versa;
- d) a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment.

2.3. Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

2.4. References in this Agreement to Clauses, Paragraphs and Annexes are, unless otherwise provided, references to the Clauses, Paragraphs and Annexes of this Agreement.

2.5. In the event and to the extent only of any conflict or inconsistency between the provisions of this Agreement and the provisions of any document referred to or referenced herein, the provisions of this Agreement shall prevail.

3. COMMENCEMENT AND TERM

3.1. This Agreement shall commence upon signature by the Parties and shall continue in effect until Autumn 2018 in accordance with the requirements of this Agreement unless otherwise subject to earlier termination in accordance with Clause 18.

3.2. The Parties may, by mutual consent in writing, agree to extend or amend this Agreement for a period of time to be agreed between them.

4. PURPOSE AND SCOPE OF PROJECT

4.1. The aim of the Project is to evaluate the impact of the Expanded Programme against its objective of reducing crime, poor school attendance, anti-social behaviour, unemployment and domestic violence and abuse.

4.2. Survey data collected by Ipsos MORI will significantly improve the evidence base about this type of programme, and in particular provide information on anti-social behaviour, family functioning and wellbeing as well as the family perspective on the services they have received. The intention is to make greater use of the survey information by linking it to the data gathered for the National Impact Study. Interviewers at Ipsos MORI will ask all survey participants whether they consent to linking their survey data with the administrative data.

4.3. The analysis of the survey and evaluation data will be useful for informing future policies of this kind, in particular whether this is an effective way of engaging individuals/families with multiple problems in such initiatives and the results of this part of the evaluation will be fed back to local authorities.

4.4. This will be achieved by a survey of families identified as taking part in the Troubled Families Programme. The families for the initial survey (wave 1) will be selected and identified by Ipsos MORI using personal data provided by the Council. Families for the follow-up survey (wave 2) will comprise those consenting to be re-contacted by Ipsos MORI at the end of the initial interview.

4.5. The steps comprising the Project are set out in clause 6. This Agreement does not relate to any data sharing between the Parties not forming part of the Project.

5. LEGAL BASIS FOR DATA SHARING

5.1. The Council

The Council will share the contact data for the purposes of this Project in exercise of the general power of competence under section 1 of the Localism Act 2011 and powers under section 111 of the Local Government Act 1972. These provisions, respectively, give the Council the power to do anything individuals generally may do (subject to the limitations set out in the Localism Act 2011), and the power to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of any of the functions of the local authority.

5.2. DCLG

Ministers of the Crown have ordinary common law powers to do whatever a natural person may do (subject to overarching legal constraints). In this context the Secretary of State for DCLG is commissioning this research in exercise of its common law powers.

6. LEGAL BASIS FOR PROCESSING

The legal basis relied upon to process the data is Schedule 2(5) of the Data Protection Act 1998. The processing is necessary for the exercise of any functions of the Crown, a Minister or a government department.

7. USE OF DATA AND DATA MATCHING PURSUANT TO THE PROJECT

7.1. The Parties agree that the data is being used for research and analytical purposes only and cannot be used for any other purpose, such as making decisions in relation to specific individuals.

7.2. The Project will consist of the following steps and each Party acknowledges their respective obligations in relation to each step:

- a) The Project involves the council supplying contact details of families, who have received the pre-notification letter and have not refused to have their contact details

passed onto Ipsos MORI over a two week period to approach and invite to take part in a survey. The records of the individual/family will have been collected by The Council Local Authorities from September 2014 onwards.

b) The Council will send these families' contact details to Ipsos MORI over a six month period. This could be in one batch, or monthly batches (for example), and this will be agreed in advance by The Council and Ipsos MORI. Ipsos MORI will then approach those individuals and ask if they consent to take part in a survey.

c) The data requested includes unique identifiers, contact details of the main family contact (including full address) and the assessment and start dates for the family's support through the programme. To ensure security of the files requested from local authorities, the contact details and any other personal information on the main family contact will be sent separately to the eligibility criteria of the family on the programme.

d) Ahead of the follow-up survey, Ipsos MORI will ask local authorities to update family contact information and indicate the status of the family (i.e. whether they completed the programme or otherwise). This is to ensure the success of the research, i.e. that families are re-contacted safely/accurately, and for analysis purposes.

e) For this checking process, details for all families originally provided will be resupplied to local authorities to ensure compliance with the Market Research Society principles of anonymity and confidentiality for respondents. Details for those families not agreeing to re-contact, will be securely destroyed immediately following the sample updates.

f) Once the survey fieldwork is complete all personal information provided and held on families (from wave 1 and wave 2) will be securely destroyed.

8. SECURITY OF DATA TRANSFER

8.1. The Data shall be transferred from the Council to Ipsos MORI in accordance with the HMG Security Policy Framework which can be found here:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/200552/HMG_Security_Policy_Framework_v10_0_Apr-2013.pdf

8.2. The Data will be transferred between the Council and Ipsos MORI using a secure file transfer site provided by Ipsos MORI, the movement of all datasets will be recorded.

8.3. DCLG will instruct Ipsos MORI to receive the Personal Data files, protected by encryption to at least AES 256 standard.

8.4. Ipsos MORI shall inform the Council within one week if they are unable to access the Data.

9. PROTECTION OF PERSONAL DATA

9.1. The Council and DCLG agree as outlined in Annex A, that DCLG will instruct Ipsos MORI to ensure they shall also:

- a) process the Personal Data only as set out in this Agreement;
- b) process the Personal Data only to the extent, and in such manner, as is necessary for the Project;
- c) comply with obligations of the seventh data protection principle in the Act and in particular implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall ensure a level of security appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected.
- d) Obtain prior written consent from DCLG in order to transfer the Personal Data to any sub-contractor or other third party;
- e) take reasonable steps to ensure the reliability of any Data Recipient Personnel who have access to the Personal Data. Ensure that all Personnel required to process the Personal Data are informed of their obligations under this Agreement with regard to the security and protection of Personal Data and that those obligations are complied with;
- f) ensure that no Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by DCLG.

9.2. The Council and DCLG shall comply at all times with the Data Protection Legislation and shall ensure that they each perform their obligations under this agreement in full compliance with the Data Protection Legislation and any other applicable law, in particular the Human Rights Act 1998 and the common law duty of confidentiality. DCLG will instruct Ipsos MORI to do so.

9.3. DCLG agree that they will not process Data collected from the Council as part of this Project for any other purpose without prior written permission of the Council. DCLG will instruct Ipsos MORI to also comply with this obligation.

10. SUBJECT ACCESS REQUEST

10.1. Individuals have the right created by section 7 of the Data Protection Act to see a copy of the information held about them. DCLG as Data Controller would be responsible in responding to written requests for information about what personal data is being provided about individuals in respect of this project.

10.2. As the data processor Ipsos MORI will provide where possible any data requested to support DCLG's response to the subject access request

11. FREEDOM OF INFORMATION

11.1. DCLG acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with their Information disclosure requirements.

12. DISCLOSURE PROTECTION

12.1. Techniques for aggregation and disclosure protection, as part of the output of the Project, will be in accordance with the rules set out below.

- a) Tables that contain very small sample numbers in some cells may be disclosive. Ipsos MORI will ensure that tables do not report numbers or percentages in cells based on only 5 or fewer cases. Cells based on 5 or fewer cases should be combined with other cells or, where this is not appropriate, the figures will not be reported and cells will be marked in a way to indicate small numbers.
- b) Tabular outputs will be for the lowest level of geography for which a useful output, subject to (a), can be produced.
- c) Although most outputs from models or other statistical analysis will not be disclosive, DCLG and Ipsos MORI will ensure that persons, households or organisations cannot be identified. In particular, results based on very small numbers, should be avoided. Any output that refers to unit records, e.g. a maximum or minimum value, should be avoided. Models should not report actual values for residuals.
- d) Graphical outputs should be based on non-disclosive information. DCLG and Ipsos MORI will take particular care not to report extreme outliers.

13. RETENTION AND DESTRUCTION OF DATA

13.1. DCLG shall instruct Ipsos MORI to store the data provided by the Council securely at all times.

13.2. All individuals granted access to the datasets (at DCLG and Ipsos MORI) have been briefed on the legal requirements around handling and storing the Data for this project.

13.3. DCLG will instruct Ipsos MORI to securely overwrite and/or destroy the original dataset provided by the Council.

13.4. After the Data has been destroyed, DCLG will instruct Ipsos MORI to sign a declaration to confirm that the Data and all copies of the Data have been destroyed to the required standards.

13.5. At the end of the data retention period for the Project or upon termination of this Agreement if earlier, DCLG will instruct Ipsos MORI to agree to destroy all copies of the Data on all media.

13.6. DCLG will instruct Ipsos MORI to ensure that the Data are destroyed to the standards that meet government standards for secure and complete destruction.

13.7. After the Data has been destroyed, DCLG will instruct Ipsos MORI to sign a declaration to confirm that all copies of the Data have been destroyed to the required standards.

14. LOSS OR UNAUTHORISED RELEASE

14.1. The Council will report to the DCLG as well as the Information Commissioners Office, any loss or unauthorised release of the Data as soon as possible and no later than 24 hours after the loss or unauthorised release is identified. DCLG will instruct Ipsos MORI to do so.

14.2. The Council and DCLG acknowledge that any loss or unauthorised release of the Data can be treated as valid grounds for immediately terminating this agreement by either party.

14.3. Any loss or unauthorised release of the Data by Ipsos MORI or the Council will need to be investigated by DCLG. Existing departmental data incident processes and reporting will be utilised.

15. AUTHORISED REPRESENTATIVES

15.1. The Council and DCLG will each appoint an Authorised Representative to be the primary point of contact in all day-to-day matters relating to this Agreement:

15.2. For ESSEX COUNTY COUNCIL:

Name: Alison Duguid

Postal Address: The Limes, 93 New Century Road, Laindon, Essex

E-mail address: alison.duguid@essex.gov.uk

Telephone number: 033301 35321 / Mobile: 07825 860003

14.3 For DCLG:

Name: Lan-Ho Man

Postal Address: South-west section, 4th Floor, Fry Building, 2 Marsham Street, London, SW1P 4DF

E-mail address: Lan-Ho.Man@communities.gsi.gov.uk

Telephone number: 0303 444 2822

16. PRODUCTS AND PUBLICATIONS

16.1. The Data potentially allows for persons to be identified, although the risk of this happening will be minimised by the steps taken in clauses 8 and 11. DCLG and Ipsos MORI will carry out a thorough check of the Data and ensure that all steps are taken within its powers to minimise the risk that any outputs lead to identification of a person by a third party.

17. DISPUTE RESOLUTION

17.1. Any disputes arising concerning this Agreement will be resolved initially by discussions between the Authorised Representatives of the Council and DCLG.

17.2. If the dispute cannot be resolved amicably between the Authorised Representatives then the matter will be escalated to: for the Council: the Chief Executive/Head of the Troubled Families Programme; and for DCLG: the Deputy Director of the Troubled Families Programme.

18. TERMINATION

18.1. Any Party may terminate this Agreement upon one month's written notice to the other.

18.2. Any Party may terminate this Agreement with immediate effect in the event of a material breach of its obligations by the other Party to this Agreement.

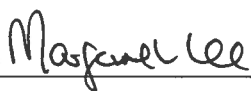
19. STATUTORY COMPLIANCE

19.1. The Parties shall comply with all relevant legislation, regulations, orders, statutory instruments and any amendments or re-enactments thereof from the commencement of this agreement.

AS WITNESS of which the parties have set their hands on the day and year first above written

SIGNED for and on behalf of
EXECUTIVE DIRECTOR, CORPORATE AND CUSTOMER SERVICES (SIRO)
FOR ESSEX COUNTY COUNCIL

By:



Name: Margaret Lee

Title: Executive Director, Corporate and Customer Services (SIRO)

**SIGNED for and on behalf of
THE DIRECTOR
FOR TROUBLED FAMILIES PROGRAMME AT THE DEPARTMENT FOR COMMUNITIES
AND LOCAL GOVERNMENT**

By:

Name: Dilys Alam
Title: Deputy Director

ANNEX A

OBLIGATIONS OF THE DATA PROCESSOR

1. The Data Processor will Process the Personal Data in compliance with The Data Protection Act 1998.
2. The Data Processor undertakes that it shall Process the Personal Data strictly in accordance with the Data Controller's instructions for the Processing of that Personal Data, and for the following purpose(s) only:
 - To receive the Personal Data files, protected by encryption to at least AES 256 standard via a secure transfer mechanism agreed between the parties.
 - Contacting the Data Subjects for the purpose of providing information about the Study and inviting the Data Subject to participate, should they be willing to consent to doing so; or In accordance with any other instructions issued by the Data Controller for the processing of that Personal Data,
 - On completion of the survey, or on termination of this Agreement for any reason to securely destroy the Personal Data in compliance with Clause 3.11 of this Agreement.
3. The Data Processor will treat the Personal Data, and any other Information provided by the Data Controller as confidential, and will ensure that access to the Personal Data is limited to only those employees who require access to it for the purpose of the Data Processor carrying out the permitted Processing and complying with this Agreement. The Data Processor will ensure that all such employees have undergone training in the law of data protection, their duty of confidentiality under contract and in the care and handling of Personal Data.
4. The Data Processor shall promptly notify the Data Controller if it receives any request from a data subject for access to their Personal Data; or any complaint, notice or communication that relates directly or indirectly to the Personal Data Processed under this Agreement. The Data Processor agrees to provide full co-operation and assistance in relation to any such request, complaint notice or communication.
5. The Data Processor will not disclose the Personal Data to a third party in any circumstances other than at the specific written request of the Data Controller, unless the disclosure is required by law.
6. The Data Processor will NOT Transfer the Personal Data outside of the European Economic Area unless granted explicit written permission by the Data Controller to do so for a specific Service. If the Data Controller grants such written consent, the Data Processor shall comply with
 - a) the obligations of a data controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 (as amended) by providing an adequate level of protection to any of the Personal Data that is Transferred outside the European Economic Area, providing evidence of the adequate level of protection to the Data Controller on request; and
 - b) any reasonable instructions notified to it by the Data Controller.

7. With the exception of Processing carried out by its Ipsos Group affiliated company sub-processors necessary for the provision of the services, the Data Processor will not sub-contract any of the Processing without explicit written agreement from the Data Controller. Where such written agreement is provided, the Data Processor will ensure that any sub-contractor it uses to Process the Personal Data complies with the terms of this Agreement.
8. The Data Processor will employ appropriate operational and technological processes and procedures to keep the Personal Data safe from unauthorised use or access, loss, destruction, theft or disclosure. The organisational, operational and technological processes and procedures adopted are required to comply with the requirements of the International Standard for Information Security, ISO/IEC 27001, as appropriate to the services being provided to the Data Controller,
9. The Data Processor will not keep the Personal Data on any laptop or other removable drive or device unless that device is protected by being fully encrypted, and the use of the device or laptop is necessary for the provision of the services under this Agreement. Where this is necessary, the Processor will keep an audit trail of which laptops/drives/devices the Personal Data are held on.
10. The Data Processor will notify the Data Controller of any information security incident that may impact the Processing of the Personal Data covered by this Agreement within two working days of discovering, or becoming aware of any such incident. Following the report of the incident, the Data Processor will cooperate with the Data Controller's Compliance and Information Security staff whilst they carry out a risk assessment, root cause analysis and identify any corrective action required. The Data Processor will cooperate with the Data Controller in implementing any required corrective action agreed between the parties.
11. On satisfactory completion of the service or on termination of this Agreement, the Data Processor will ensure that the Personal Data is securely removed from their systems and any printed copies securely destroyed. In complying with this clause, electronic copies of the Personal Data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software that meets HM Government standards. Any hard copy will be destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste.
12. The Data Controller reserves the right upon giving reasonable notice and within normal business hours to carry out compliance and information security audits of the Data Processor in order to satisfy itself that the Data Processor is adhering to the terms of this Agreement. Where a sub-contractor is used, the Data Processor agrees that the Data Controller may also, upon giving reasonable notice and within normal business hours, carry out compliance and information security audits and checks of the sub-contractor to ensure adherence to the terms of this Agreement.