



Department
for Education

**Data Sharing Agreement (DSA) for the
sharing of data**

***the Department for Education (a data
controller)***

and

***Local Enterprise Partnership
Partnership (a data controller)***

***In Respect of the Exchange
Of Information***

**DfE (data controller) and Local Enterprise Partnership (data
controller)**

01/03/2021



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Please note the following before entering into a Data Sharing Agreement

- Consult your department's legal team before agreeing to the sharing of data and seek their advice when completing this DSA.
- Both Participants shall ensure that before any information sharing takes place, consideration is given as to whether a **DPIA** should be carried out. This will identify the relevant legal powers and assess the benefits of the information sharing, as well as identifying any privacy risks and how they might be mitigated. [Your DPIA should preferably be annexed in your DSA.]
- Due consideration should be given to the GDPR "**list of principles**" which should be incorporated throughout this agreement.

1. Introduction

1.1 Background

Data will be supplied to Local Enterprise Partnerships by Department of Education (DfE) to inform the continued development and implementation of their Local Growth and Strategic Economic Plans and support the process of addressing priority skills issues.

1.2 Contact details

| Department for Education(DfE) | Local Enterprise Partnership |
|---|--|
| Nicky Pearson Cheylesmore House Quinton Road Coventry CV1 2WT E-mail: Nicky.Pearson@education.gov.uk Tel 07768040141 | Louise Aitken South East LEP, County Hall, Chelmsford, Essex Email: louise.aitken@southeastlep.com / louise.aitken@essex.gov.uk Tel; 07826 531387 |

2. Monitoring and Review

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

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

The review of this agreement will be monitored by the Information Rights and Data Sharing Team

3. Purpose

3.1 Permitted uses of the data

Data will be supplied to the Local Enterprise Partnership to inform the continued development and implementation of their Local Growth and Strategic Economic Plans and support the process of addressing priority skills issues.

While the data cube does not contain any direct identifiers such as Unique Learner Number, Date of Birth, etc, it is considered to contain information that could potentially enable the identification of individuals if linked to other datasets. Additionally, the data cubes contain data at a lower level of disaggregation than what is published under the National Statistics code of practice and therefore may also risk identification of individuals by being compared with DfE publications.

All data provided can be used unaltered for internal information or operational purposes only. Products should only be shared with those with a clear operational need to have the data at this level of disaggregation. Where they do not, some degree of aggregation should be considered.

No attempt to identify individuals from this dataset is permissible. Data cannot be linked to other data held, except where a data sharing agreement exists for another DfE dataset which explicitly allows for merging data for research and planning purposes. The data must not be used to contact any individuals or be matched to other data sets so as to identify individuals.

The data and reports produced containing this data can be externally published as long as the requirements set out below are followed.

- No data which enables the direct or indirect identification of an individual must be published. Disclosure treatments must be used to avoid this and allow for the risk of differencing with DfE national statistics. Because these data are National Statistics and produced by DfE no publication of data should seek to publish any material that is at a lower level of disaggregation than produced by DfE at the point of publication, nor should it seek to publish new measures not agreed by DfE lead statistician. Under the pre-release act

it is not permissible to publish material that pre-empt DfE publication for that period.

4. Legal basis for sharing / processing data

Organisations are legally obliged to handle personal information according to the requirements of data protection law and the Human Rights Act (HRA) 1998, along with any other relevant legislation. If you are unsure about whether you have a legal power to share data or need assistance in identifying what makes the sharing lawful, you will need to **seek the advice of a lawyer**.

4.1 Lawful Conditions for sharing / processing data

Personal data is shared by the DfE and processed by the Local Enterprise Partnership in accordance with:

- 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.

Where sharing Special Category Data, this is shared by the DfE and processed by the Local Enterprise Partnership in accordance with:

- 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

Where the parties are to share personal information that relates to a person's private or family life, the right to privacy in Article 8 of the European Convention on Human Rights (ECHR) will be applicable.

4.3 Privacy Notices

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

The relevant Privacy Notice for the DfE is published here:

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

The relevant Privacy Notice for the Local Enterprise Partnership is published here.

SELEP's Accountable Body is Essex County Council. Essex County Council fully complies with information legislation.

The relevant Privacy Notice for the Local Enterprise Partnership is published here.
<https://www.essex.gov.uk/topic/privacy-and-data-protection>

5 Data Handling and Storage

Her Majesty's Government's (HMG) security policy framework describes the mandatory security outcomes expected of all of HMG organisations, and 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 Enterprise Partnership policy to safeguard the data can be accessed here:
[insert link to published security policy or provide policy attached to the agreement, where no link to published policy is available](#).

SELEP's Accountable Body is Essex County Council. Essex County Council's policy to safeguard the data can be accessed here:

<https://www.essex.gov.uk/policy-statement>



POLICY_Data_Protection.pdf

5.1 Process / Systems used for sharing data

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

Where the key recipient for Local Enterprise Partnership cannot accept the data via the method as described above due to technological constraints, the data will be transferred by the DfE using an alternative securely encrypted process to afford the Local Enterprise Partnership restricted access to the data.

5.2 Accuracy of the Shared Data

It is the responsibility of each Participant 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 Participant to the agreement to maintain adequate organisational and other technical measures to assure compliance with its obligations under data protection law.

Each Participant agrees to:

- maintain an up to date policy and make available for all staff for the secure handling of data, including personal data
- train its staff in how to handle data including personal data, in accordance with data protection law
- have a process in place to handle any security incidents involving personal data, including notifying relevant third parties of any incidents
- maintain measures to protect against unauthorised or unlawful processing of, accidental loss or destruction of, or damage to, data, including personal data
- notify the other Participant 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 DfE authorises the Local Enterprise Partnership 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 Enterprise Partnership 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 DfE
- restrict access to the data to only those employed by the Local Enterprise Partnership and with a genuine business need to undertake the necessary work described in this agreement, or where otherwise agreed in writing with the DfE.

5.4 Third Party disclosure

The Local Enterprise Partnership will

- ensure that any proposed changes to this agreement are agreed in writing with the DfE in advance.
- ensure that data is 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 and
 - regular and robust checks to provide assurance on the effectiveness of security arrangements, with plans to monitor and mitigate risk to information

Where the DfE agrees to the Local Enterprise Partnership sharing the data with named individuals in other organisations for the purposes specified in this agreement, the Local Enterprise Partnership will:

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

5.5 Handling Subject Access Requests (SAR)

Each Participant is responsible for handling requests under data protection law, including but not limited to, Subject Access Requests (SAR), that it receives from individuals who are the subject of the shared data.

5.6 Handling Freedom of Information Act (FoIA) Requests

Each Participant is responsible for handling a request for information under the Freedom of Information Act 2000 (FoIA) in accordance with its obligations under the FoIA.

5.7 Retention and Destruction of Data

The Local Authority for Local Enterprise Partnership shall only retain the data as long as necessary but for no longer than 7 years in order to fulfil its purpose for processing the data in accordance with the agreement.

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 (provided in Section 1.2 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 DfE DPO/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 access, the further sharing of information may be suspended pending resolution in accordance with section 7 of this agreement, or terminated, in accordance with section 8 of this agreement.

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 DfE DPO / 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.

7 Issues, disputes and resolution between participants

7.1 Resolving disputes

Any issues or disputes that arise as a result of the data exchange covered by this DSA must be directed to the relevant contact points listed in section 1.2 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 section 1.2 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 Termination

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

- by reason of cost, resources or other factors beyond the control of the Local Enterprise Partnership
- if any material change occurs which, in the opinion of the DfE and Local Enterprise Partnership following negotiation significantly impairs the value of the data sharing arrangement in meeting their respective objectives.

Where the data sharing relates to a one-off exchange, the agreement will terminate upon completion of the exercise.

In the event of a significant security breach or other serious breach of the terms of this agreement by either Participant the agreement will be terminated or suspended immediately without notice.

9 Data Controller Registration

Each Participant 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 Department for Education: Z1001723
Registration currently expires: 15 August 2021

Registration Local Enterprise Partnership: [Z6034810](#)
Registration currently expires: [14 November 2021](#)

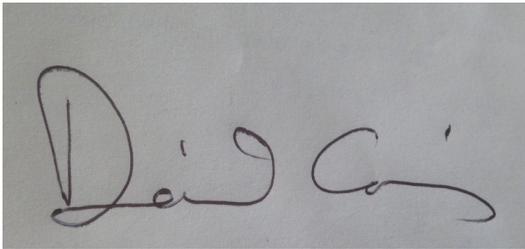
Note that Essex County Council is the Accountable Body for the LEP and acts as the Data Controller.

10 Signatories

Department for Education

Name of head of business area:
DAVID CRAIG

Signature of head of business area:



.....
Date: 01/03/2021

Local Enterprise Partnership

Name of head of business area:

ADAM BRYAN

Signature of head of business area:



.....
Date: 05/05/2021

Annex A – Data to be shared

1. Processing Purpose

The primary purpose of the Data Cube management information reports is to inform the continued development and implementation of the Local Enterprise Partnership Local Growth and Strategic Economic Plans and support the process of addressing priority skills issues. Other data sets may be released from time to time by the Agency to supplement the data cube using these data sets. The terms in this Agreement apply to any supplementary information supplied to Local Enterprise Partnership by the ESFA for the purpose set out in this section.

1.1. Description of Data to be shared

The ESFA is providing Local Enterprise Partnerships with a range of information about learners in their own geographical region. The information required comes from a variety of systems and data sources of the ESFA including the ILR, Apprenticeship Vacancies and the National Careers Service.

1.2. Schedule for sharing data i.e. frequency / any agreed dates etc.

Datacubes are supplied for and 2017/18,2018/19 and 2019/20 R14 together with 2020/21 R06 and R14 .

The information provided will consist of annual and in-year scheduled offline cubes and supplementary MI reports for Learner Participation and Workplace Count.

The cubes will contain data from the Single Individualised Learner Record, Large Employer Outcome Pilot and Employer Ownership Pilot.

Annual Cubes

Annual offline cubes provided before April 2018 will contain full end of year data for 2011/2012 onwards. Cubes provided after April 2018 will only contain data for 2016/17 onwards. Data from years 2010/2011 and earlier has already been provided to the Local Enterprise Partnerships.

Two annual offline cubes will be provided for each Local Enterprise Partnership:

- One is based on the learner's home postcode and includes learning aims and Apprenticeship frameworks where the learner's home postcode is in one of the constituent local authority districts of the Local Enterprise Partnership
- One is based on the delivery location postcode and includes learning aims and Apprenticeship frameworks where the delivery location postcode is in one of the constituent local authority districts of the Local Enterprise Partnership

Scheduled Cubes

Scheduled in-year offline cubes will contain full year historic data and R06 (Quarter 2) data for the current academic year. As per the annual offline cubes, two in-year offline cubes will be provided for each Local Enterprise Partnership:

One is based on the learner's home postcode, as above

One is based on the delivery location postcode, as above

Annex B – Data Delivery

1) Details of key recipient for the Local Enterprise Partnership

The excel report will be encrypted and delivered to the Key Recipient only. Please insert the details for the Lead individual for Local Enterprise Partnership who is authorised to manage sharing of data for and on behalf of the Local Enterprise Partnership

| | |
|---|--|
| Full name | Louise Aitken |
| Role | Skills Lead |
| Work address | C302, South East LEP C/O Essex County Council, County Hall, Chelmsford, Essex, CM1 1QH |
| Email address (must be an email address for the third party) | Louise.aitken@southeastlep.com / louise.aitken@essex.gov.uk |
| Telephone number(s) | 03330 130949 |

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 Enterprise Partnership will afford restricted access to the data.

| | |
|---|--|
| Full name | Vimbai Foroma |
| Role | Skills Advisory Panel Data Analyst |
| Organisation | South East LEP / Essex County Council |
| Work address | C302, South East LEP C/O Essex County Council, County Hall, Chelmsford, Essex, CM1 1QH |
| Email address (must be an email address for the third party) | Vimbai.foroma@southeastlep.com and Vimbai.foroma@essex.gov.uk |
| Telephone number(s) | 03330 322122 |
| Purpose of work to be undertaken | Analysis for LEP Skills Advisory Panel |

3) Details of third party with whom Local Enterprise Partnership 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 Enterprise Partnership to process data on its behalf together with the purpose for which the Local Enterprise Partnership has contracted the organisation to process data on its behalf

| | |
|------------------|--------------------|
| Full name | Duncan Jamie Brown |
| Role | Senior Economist |



| | |
|----------------------------|---|
| Organisation | Emsi UK |
| Work address | 10 Sarum Hill, Basingstoke RG21 8EW |
| Email address | duncan.brown@economicmodelling.co.uk |
| Telephone number(s) | 07808 835 550 |
| | Utilising the Data cube for the EMSI Economic Analysis tool enabling study outcome comparisons with the local economy |

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 | Caroline Betts |
| Role | Skills Development Manager |
| Organisation | Essex County Council |
| Work address | Essex County Council, County Hall, Chelmsford, Essex, CM1 1QH |
| Email address | Caroline.Betts2@essex.gov.uk |
| Telephone number(s) | 07919 624337 |
| Purpose | Looking at data for Essex to inform policy and programmes locally |

| | |
|----------------------------|---|
| Full name | Kim Bloxham |
| Role | Team Manager – Research & Information |
| Organisation | East Sussex County Council |
| Work address | County Hall, St Anne's Crescent, Lewes, East Sussex, BN7 1UE |
| Email address | kim.bloxham@eastsussex.gov.uk |
| Telephone number(s) | 01273 482199 07701 394471 |
| Purpose | To inform Skills East Sussex and related SE LEP activities |

| | |
|---------------------|---|
| Full name | Wendy Murray |
| Role | Service Manager – Education, Early Years and Wider Early Help |
| Organisation | Kent County Council |
| Work address | CYPE Management Information 2nd Floor Invicta House Maidstone Kent, ME14 1XX |



| | |
|---------------------|--|
| Email address | Wendy.murray@kent.gov.uk |
| Telephone number(s) | 03000 419417 |
| Purpose | To support young people and to inform policies and evidence-based decision making Used as a data source for FOI's |

| | |
|---------------------|--|
| Full name | Sam Birkin |
| Role | Analyst Manager |
| Organisation | Kent County Council |
| Work address | Invicta House Maidstone Kent, ME14 1XX |
| Email address | Sam.Birkin@kent.gov.uk |
| Telephone number(s) | |
| Purpose | To look at data for Kent to inform policy and decision making locally. |

| | |
|---------------------|--|
| Full name | Tom Dowler |
| Role | Group Manager – Performance and Intelligence Team |
| Organisation | Southend-on-Sea Borough Council |
| Work address | Civic Centre, Victoria Avenue, Southend on Sea |
| Email address | TomDowler@southend.gov.uk |
| Telephone number(s) | 01702 534680 |
| Purpose | To look at data for Southend to inform policy and decision making locally. |

| | |
|--|---|
| Full name | Joanne Bennett |
| Role | Team Leader – School Engagement |
| Organisation | Thurrock Council |
| Work address | Inspire Youth Hub, 24-28 Orsett Road, Grays, RM17 5EB |
| Email address (must be an email address for the third party) | jbennett@thurrock.gov.uk |
| Telephone number(s) | 01375 659 614 07710 917 525 |
| Purpose of work to be undertaken | To report on participation of young people in Thurrock |

| | |
|--------------|---|
| Full name | Joanne Doyle |
| Role | Career Personal Adviser |
| Organisation | Thurrock Council |
| Work address | Inspire Youth Hub, 24-28 Orsett Road, Grays, RM17 5EB |



| | |
|--|--|
| Email address (must be an email address for the third party) | jdoyle@thurrock.gov.uk |
| Telephone number(s) | 01375 413735 07710 920 864 |
| Purpose of work to be undertaken | To report on participation of young people in Thurrock |

| | |
|--|--|
| Full name | Marion alexander |
| Role | Tracking and Information Officer |
| Organisation | Thurrock Council |
| Work address | Inspire Youth Hub, 24-28 Orsett Road, Grays, RM17 5EB |
| Email address (must be an email address for the third party) | malexander@thurrock.gov.uk |
| Telephone number(s) | 01375 413 735 07864 689 686 |
| Purpose of work to be undertaken | To report on participation of young people in Thurrock) |

| | |
|--|--|
| Full name | Marion alexander |
| Role | Tracking Officer |
| Organisation | Thurrock Council |
| Work address | Inspire Youth Hub, 24-28 Orsett Road, Grays, RM17 5EB |
| Email address (must be an email address for the third party) | dtyrrell@thurrock.gov.uk |
| Telephone number(s) | 01375 413 735 07864 689 686 |
| Purpose of work to be undertaken | To report on participation of young people in Thurrock)) |

| | |
|--|--|
| Full name | Debbie Tyrrell |
| Role | Tracking and Information Officer |
| Organisation | Thurrock Council |
| Work address | Inspire Youth Hub, 24-28 Orsett Road, Grays, RM17 5EB |
| Email address (must be an email address for the third party) | malexander@thurrock.gov.uk |
| Telephone number(s) | 01375 413 735 07950 583 771 |
| Purpose of work to be undertaken | To report on participation of young people in Thurrock)) |

Please ensure that each person named within this agreement who will have access to this data completes the Individual declaration form in Annex C.



Department
for Education

Annex C – Individual Declaration Form

The DfE is strengthening the procedures around data sharing to provide assurances to the public etc. around our gathering, retention and use of the data. In order to be authorised to access data from the Individual Learner Record (ILR) each individual who will have access to the data must have signed an individual declaration form.

Please therefore ensure that each person named within this agreement who will have access to this data completes the enclosed Individual declaration form.



Individual_Declaratio
n_Form_supply%20ILF

Annex D – Data Protection Officer

Please insert the details of all Data Protection Officers

Department for Education:

| | |
|----------------------------|---|
| Full name | Emma Wharram |
| Role | Data Protection Officer |
| Organisation | Department for Education |
| Work address | 2 Rivergate, Temple Quay, Bristol, BS1 6EH |
| Email address | dataprotection.office@education.gov.uk |
| Telephone number(s) | 07985 655024 |

Data Protection Officer for the Local Enterprise Partnership (Accountable Body for the South East Local Enterprise Partnership)

| | |
|----------------------|--|
| Full name | Paul Turner |
| Role | Data Protection Officer |
| Organisation | Essex County Council |
| Work address | E2, County Hall, Market Road, Chelmsford, Essex, CM1 1LX |
| Email address | paul.turner@essex.gov.uk |



| | |
|----------------------------|--|
| Full name | Heidi Judd |
| Role | Data Protection Officer |
| Organisation | East Sussex County Council |
| Work address | G Floor, West Block, County Hall, St Anne's Crescent, Lewes, East Sussex BN7 1UE |
| Email address | heidi.judd@eastsussex.gov.uk |
| Telephone number(s) | 01273 482184 |

| | |
|----------------------------|---|
| Full name | Michelle Hunt |
| Role | Information Governance Specialist |
| Organisation | Kent County Council |
| Work address | Strategic and Corporate Services Sessions House Maidstone Kent, ME14 1XQ |
| Email address | Michelle.hunt@kent.gov.uk |
| Telephone number(s) | 03000 416286 |

| | |
|----------------------------|---|
| Full name | Zachary Hurt |
| Role | General Counsel |
| Organisation | Emsi |
| Work address | 409 S. Jackson St. Moscow, Idaho, ID 83843, USA |
| Email address | zachary.hurt@economicmodeling.com |
| Telephone number(s) | +1 434-922-0235 |

Data Protection Officer for Thurrock Council

| | |
|----------------------------|---|
| Full name | Lee Henley |
| Role | Data Protection Officer |
| Organisation | Thurrock Council |
| Work address | Civic Offices, New Road, Grays, Essex, RM17 6SL |
| Email address | lhenley@thurrock.gov.uk |
| Telephone number(s) | 01375 652 500 |