

Data Sharing Agreement between Enfield Schools and Enfield Council for Education Data Improvement, School Service Management and Analysis

Version Control

Version No.	Date	Reason for Change	Author
1.0	07 Mar 2018	Initial Template	Steve Durbin steve.durbin@enfield.gov.uk GDPR compliance
2.0	05 Nov 2020	First Draft	Lucy Nutt lucy.nutt@enfield.gov.uk
2.1	13 Nov 2020	Minor revisions	Steve Durbin steve.durbin@enfield.gov.uk GDPR compliance
2.2	14 Dec 2020	Minor revisions	Francesca Falcini and Data Managers Francesca.falcini@enfield.gov.uk
2.3	28 April 2021	Minor revisions	Francesca Falcini and Education Excellence Board Data Sub Group Francesca.falcini@enfield.gov.uk
2.4	19 th May 2021	Minor revisions	Francesca Falcini and LA Data Protection Officer Francesca.falcini@enfield.gov.uk

Contents

Data Sharing Agreement between Enfield Schools and Enfield Council for Education Data Improvement, School Service Management and Analysis.....	1
Version Control	1
Contents.....	2
Purposes of the data sharing initiative	3
The organisations that will be involved in the data sharing.....	4
Data items to be shared.....	4
Basis for Sharing.....	6
Access and individuals’ rights	6
Sharing Details	6
Data Protection Impact Assessment.....	6
Data Quality	7
Retention Period	7
Data Security.....	7
Data Breach.....	7
Review of agreement.....	7
Termination.....	7
Appendix A - Signatories and Contact Details	9
Appendix B - Glossary of Key Terms.....	10
Appendix C - Key Legislative Provisions, Regulations and Guidance	11
Appendix D - Consent Form.....	12

Purposes of the data sharing initiative

This Data Sharing Agreement is made between the signatories for the purposes of analysis and evaluation of education data for the tasks noted below.

- Raising attainment across all key stages to at least the London average
- Ensuring all Enfield schools are judged by Ofsted to be at least good
- Addressing high levels of fixed term exclusions
- Addressing the high levels of youth violence
- Effectively meeting the needs of pupils with special needs including mental health needs
- Pupil place planning

It is understood by all concerned that the analysis and evaluation of educational data is a central facet of improvement processes, and that the responsible sharing of data and information strengthens these processes and provides the basis of support for partnership working and added improvement capacity for educational establishments supporting each other.

The signatories aim to:

- Maintain the quality of the school data;
- Promote and maintain working relationships between the schools, settings, LBE, and other relevant parties;
- Promote a self-sustaining, self-improving school system;
- Support reducing the administrative burden on schools – data will only need inputting once by the school / setting but can be used as many times as necessary by the setting / school / LBE;
- Ensure appropriate access to information to provide better services to children and young people;
- Share knowledge for strategic planning across Enfield Council;
- Deliver advice and services to people who have requested them, including provision of advice on rights, available benefits and processes to apply for services available from the signatories;
- Share information with their consent to avoid people having to repeat themselves.

The expected benefits of the data sharing are to:

- improve the outcomes for all children, especially the vulnerable;
- promote the welfare of the child and family and to safeguard the most vulnerable through the timely identification of need and targeting of integrated support;
- contribute to a shared understanding of need across the borough;
- continue to provide high quality services to children, including high quality education provision;

- provide complete key stage outcome data for comparison purposes;
- provide data re: fixed term and permanent exclusions, and attendance;
- reduce the administrative burden on schools by avoiding duplication and ensuring systems are accurate and up to date;
- assist in the improvement, where necessary, of the quality of data held by schools;
- assist in the support and challenge of schools and settings in the authority, in line with the LAs statutory duties.

The organisations that will be involved in the data sharing

Contact details for each organisation are provided at Signatories and Contact Details.

Each organisation individually referred to as a signatory, and the organisations are collectively known as the Signatories.

Organisations may be added to this agreement by consent of all the current signatories.

Organisations may be removed from the agreement by the objection of any one of the signatories to their inclusion.

For all changes, including additions and removals, a new version of this agreement will be circulated to all parties and will be updated in the Version Control section above.

Any organisations not listed above will NOT be involved in this data sharing. However, each party will have its own delivery partners (e.g. cloud providers, outsourcers) who may have access to data under processing agreements with the organisations listed.

Each signatory to the agreement is required to ensure that their own processing and storage arrangements for the data does not create a breach of the terms of this agreement.

Each signatory warrants that their processing, storage and use of the data shared is fully compliant with the data protection law in force in the UK, and guarantees to maintain this compliance throughout the life of the agreement.

Failure to comply with any of the terms of this agreement constitutes a breach of the agreement and will result in removal of the organisation from this agreement.

Data items to be shared

Data that can identify an individual child will only be shared with the educational establishment the child is attending or is transferring to and, under the terms of the Data Protection Act, will only be shared with those officers who need the data to perform their professional duties.

The information exchanged routinely between the partner organisations will be at minimum, the data items identified in the specification for the DfE School Census (SC) most recent to the exchange,

together with estimated & actual Key Stage School, pupil level attainment, value added results and analysis at appropriate or relevant levels.

All data will be shared with the LA in line with the school's own data sharing agreement.

The list below covers all data items permitted to be shared under this agreement.

Data Item Details	Reason for sharing	Special conditions e.g. restrictions on access/storage, permissions
Name, address, other identifiers of pupils routinely gathered by school census	Ensure correct individual is identified; All purposes as mentioned above	None
DfE School census data and analysis	Provide the services and analysis All purposes as mentioned above	None
Estimated and actual key stage, attainment levels, value added results and analysis	Provide the services and analysis for <ul style="list-style-type: none"> • Raising attainment across all key stages to at least the London average • Ensuring all Enfield schools are judged by Ofsted to be at least good • Addressing high levels of fixed term exclusions • Addressing the high levels of youth violence • Effectively meeting the needs of pupils with special needs including mental health needs • Effectively meeting the needs of children looked after by the borough 	None
Pre School Provision	Provide the services and analysis <ul style="list-style-type: none"> • Raising attainment across all key stages to at least the London average • Ensuring all Enfield schools are judged by Ofsted to be at least good • Pupil place planning 	None

Basis for Sharing

The basis for sharing is:

- Task in the public interest via the education law requiring local authorities to encourage school performance [GDPR Article 6 1(e)]
- Task in the public interest for schools deliver of education services via the education law [GDPR Article 6 1(e)]

Access and individuals' rights

Right to be informed should be covered by each signatory at time of data collection; data sharing should be explicit in the information given to the data subject.

Each signatory is responsible for responding to requests under data protection law from the data subjects. Specifically, requests should be handled as follows:

- Right to access (Subject Access Request): Should be fulfilled by the signatory to whom the request is made; as part of normal subject access request provision, the data provided will include the source of the data, so the subject may make further requests to the signatories;
- Right to rectification: Should be shared with signatories so that data can be amended on all systems (this may be automated). All signatories must confirm to the signatory receiving the request within 10 working days that they have updated the data;
- Right to erasure: Should be shared with signatories so that data can be deleted from all systems. All signatories must confirm to the signatory receiving the request within 10 working days that they have deleted the data, or that they have a basis for retaining the data that should be communicated back to the data subject;
- Right to restrict processing/withdrawal of consent: should be considered by the receiving signatory. If the request is permitted (i.e. there is no legal basis to decline the request), the receiving signatory must fulfil the request and communicate it onward to the signatories if required;
- Right to data portability
- Right to object: Should be considered by the receiving signatory. If the objection is valid, processing must stop and this must be communicated to all signatories;
- Rights in respect of automated decision-making and profiling: These must have been dealt with by each signatory as part of their Data Protection Impact Assessment.

n.b. The 10 working days mentioned above is only applicable when a Data Subject has specifically exercised one of these rights, any other changes of information will be communicated at our regular data sharing intervals.

Sharing Details

These are given above in "Data Items".

Data Protection Impact Assessment

A Data Protection Impact Assessment for this sharing has been conducted and all high risks to rights and freedoms of individuals have been mitigated. This is available from any of the signatories.

Data Quality

Each signatory is responsible for ensuring the quality of data in its datasets.

Retention Period

Each organisation individually has a published retention policy which applies to all data in this agreement, available from the organisation contacts.

Data Security

All signatories are required to maintain suitable levels of security for all data at all times. This includes:

- Transmission of data between signatories online may only be via encrypted means with a suitable cipher (e.g. AES256 over TLS1.2). Signatories must immediately stop using any ciphers or protocols known to have vulnerabilities as published by the UK CERT.
- Offline data transmission must use encrypted media e.g. Microsoft BitLocker, with access passwords consisting of a minimum of 16 random printable characters.
- All signatories must ensure that data is backed up as per industry norms and that these backups are protected via secure storage and transport, encryption or other suitable methods.
- Data shared is at the UK government security classification of OFFICIAL-SENSITIVE unless otherwise stated.

Data Breach

In the event of a data breach affecting data in this sharing agreement, the organisation(s) suffering the breach must inform the signatories within 24 hours of detection. This should contain full disclosure of knowledge of extent, method of breach and potential consequences to data subjects, and be updated as quickly as practicable as new information is discovered. The organisation(s) suffering the breach are responsible for reporting to the ICO and the data subjects.

The outcomes of investigations into the breach will be shared on a confidential basis with all signatories so that learning can be undertaken and security improved.

Review of agreement

This agreement will be reviewed annually by all signatories for effectiveness, necessity and compliance with current practice. The reviews will be recorded in the Version Control section above, but re-signing of the agreement will not be required unless substantial change is made.

Termination

This agreement may be terminated for a signatory by:

- Removal of the organisation for breach of agreement as noted in the sections above
- The organisation wishing to exit as the agreement is no longer in their interest
- Legal action or other outside requirement necessitating the exit of the organisation

The whole agreement may be terminated by agreement of more than 50% of the signatories.

On termination, either for an organisation or for the agreement, each organisation must securely remove from their systems all data not owned by them that has been shared under this agreement,

and inform the organisation that shared it in writing that the data has been removed. Organisations must complete this action within 1 calendar month of the termination.

Appendix A - Signatories and Contact Details

Organisation	Key Contact Email	Data Protection Officer Email	Signatory name and Signature
London Borough of Enfield – School and Early Years Improvement Service	Lucy.Nutt@enfield.gov.uk	enfield.data.protection.officer@Enfield.gov.uk	Lucy Nutt
Organisation 2	Someone.Important@organisation2.com	A.DPO@organisation2.com	A. Director-Org2

Appendix B - Glossary of Key Terms

Term	Meaning
“Data Controller”	takes the meaning given in the GDPR
“Data Processor”	takes the meaning given in the GDPR
“Data Protection Impact Assessment”	means an assessment by the signatories of the impact of the envisaged processing on the protection of Personal Data
“Data Protection Laws”	means the EU General Data Regulation (GDPR) (Regulation (EU) 2016/679); the Law Enforcement (Directive (EU) 2016/680), the UK Data Protection Act 2018 and any applicable national implementation laws as amended from time to time; all applicable national laws implementing the GDPR
“Data Subject”	means an individual who is the subject of the Personal Data
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Laws to assess their personal Data
“ICO”	Means the Information Commissioner’s Office
“Personal Data”	means data which relate to a natural person identifiable from that data, or from those data and other information which is in the possession of, or is likely to come into the possession of, the Data Controller or Data Processor.
“Processor”	means an operation performed on the Personal Data by the Data Processor and in accordance with the provisions of this Agreement

Appendix C - Key Legislative Provisions, Regulations and Guidance

Law, regulation or guidance	Applicability
Data Protection Act 2018	All personally identifiable information is covered by this law
Applied GDPR (to 31 Dec 2020) UK GDPR (from 01 Jan 2021)	All personally identifiable information is covered by this law
Information Commissioner Guidance on Data Sharing Agreements	Used to create this template
Education Act Pupil Information Regulations 2015	Enabling legislation

Appendix D - Consent Form

	Name	Signature	Date
I agree to share the data included in this agreement with the Local Authority as soon as is reasonably possible upon request			
I agree the data included in this agreement can be shared with other Local authority schools in line with the terms of the agreement			