

Information Sharing Agreement – 11-19 Learning

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of the
signatory organisation

Agreement number	ERYC CFS ILS *** V1
Review date	June 2018
Version No.	01

Sharing information between partner organisations is vital to the provision of co-ordinated and seamless services. In addition, the sharing of information can help to meet the requirements of statutory and local initiatives. This agreement sets out the details for the secure and confidential sharing of personal information in accordance with the principles defined in the Humber Information Sharing Charter.

1. Purpose of the agreement

This agreement creates a framework for the formal exchange of personal information and intelligence between the partners to the agreement listed in section 2, for the purpose of supporting the learning and welfare of learning clients for which they are responsible.

2. Partners to the agreement

East Riding of Yorkshire Council and the 11-16 and 16-19 Schools, Academies, Colleges and Education and Training Providers (hereafter referred to as Learning Providers) within and for East Riding of Yorkshire.

3. Implementation, review and termination of the agreement

- a) This agreement comes into force from Academic Year 2015/16.
- b) This agreement will be reviewed at least every three years; the date of the next review is June 2018.
- c) This agreement can be suspended by either party in the event of a serious security breach. The suspension will be subject to a Risk Assessment and Resolution meeting between representatives of the partners, which should take place within 10 working days of any suspension.
- d) Termination of this agreement must be in writing giving at least 30 days notice to the other partners. Partners must refer to section 6.9 regarding retention and deletion of information that has been shared.
- e) Each partner organisation will keep each of the other partners fully indemnified against any and all costs, expenses and claims arising out of any breach of this agreement and in particular, but without limitation, the unauthorised or unlawful access, loss, theft, use, destruction or disclosure by the offending partner or its subcontractors, employees, agents or any other person within the control of the offending partner of any personal data obtained in connection with this agreement.

4. Basis for the sharing of personal information

The sharing of personal information in accordance with this agreement is lawful under the Data Protection Act 1998 schedule 2 conditions 1 and/or 3:

- Condition 1 – The data subject has given their consent to the processing.
- Condition 3 – the processing is necessary for compliance with any legal obligation to which the data controller is subject, other than an obligation imposed by contract.
- Condition 4 – The processing is necessary in order to protect the vital interests of the data subject.

The sharing of sensitive personal information in accordance with this agreement is lawful under the Data Protection Act 1998 schedule 3 conditions 1 and/or 7 c.

- Condition 1 – The data subject has given their explicit consent to the processing of the personal data.
- Condition 3 - The processing is necessary—
 - (a) In order to protect the vital interests of the data subject or another person, in a case where—
 - (i) consent cannot be given by or on behalf of the data subject, or
 - (ii) the data controller cannot reasonably be expected to obtain the consent of the data subject, or
 - (b) in order to protect the vital interests of another person, in a case where consent by or on behalf of the data subject has been unreasonably withheld.
- Condition 7 - The processing is necessary (a) for the administration of justice, (b) for the exercise of any functions conferred on any person by or under an enactment, or (c) for the exercise of any functions of the Crown, a Minister of the Crown or a government department.

The primary legislation supporting the sharing of this personal information includes:

- The Children Act 1989;
- Education Act 1996
- Local Government Act 2002
- Education Act 2002;
- Children Act 2004;
- The Education (Pupil Registration) (England) Regulations 2006;
- Education & Skills Act 2008;
- Working Together to Safeguard Children 2013;
- Children and Families Act 2014;
- Troubled Families Agenda (Attendance, Exclusions) - Local authorities may collect and share this information under the implied powers of section 17 of the Children Act 1989 in order to support / protect children.

5. The personal information to be shared

- a) Information disclosed by East Riding of Yorkshire Council (Data Controller) to Learning Providers for the specific purpose of providing support for pre 16 and post 16 learning clients.

Data description	Pre 16	Post 16
Unique pupil number of learning client	✓	✓
Unique learning number of learning client	✓	✓
The surname of learning client	✓	✓
The forename of learning client	✓	✓
The address of the learning client	✓	✓
The date of birth of learning client	✓	✓
The year group of learning client	✓	✓
Gender of learning client	✓	✓
Ethnicity of learning client	✓	✓
Free School Meals status	✓	✓
SEN / LDD status	✓	✓
School attended	✓	✓
Alternative Provision name	✓	✓
Destination Information Yr 11, 12 and 13		✓

IN ADDITION FOR EAST RIDING 11-16 and 11-19 ACADEMIES ONLY		
Data description	Pre 16	Post 16
Number of applications received for the academy (Normal and in-year)	✓	✓
Number of applicants naming the academy as first, second or third preference (Normal and in-year)	✓	✓
Number of applications made for places at the academy by parents outside the East Riding (Normal and in-year)	✓	✓
*Pupil level attainment results	✓	✓
*Comparative school level data analysis (secondary only)	✓	✓
*Annual School data pack	✓	✓
*Deprivation map analysis	✓	✓
Access to information held in PRIME	✓	✓
Access to information held in ONE	✓	✓
LAAPs progress and attendance data for students	✓	✓
Penalty Notice payment data and prosecution data	✓	✓
*ALPS reports	✓	✓

****please note that there may be a charge attached to these data sets being released and these charges will be covered in a separate contractual agreement.***

NOT PROTECTIVELY MARKED

b) Information disclosed by the Learning Provider (Data Controller) to East Riding of Yorkshire Council for the specific purpose of monitoring learning client progress in accordance with the Education Act.

Data description	Pre 16	Post 16
Unique pupil number	✓	✓
Unique learning number	✓	✓
The surname of the learning client	✓	✓
The forename of the learning client	✓	✓
The date of birth of the learning client	✓	✓
The address where the learning client lives	✓	✓
Contact e-mail address for learning client	✓	✓
Contact telephone number for learning client	✓	✓
School attending/attended	✓	✓
Local Authority Previously Educated In	✓	✓
Date started with learning provider	✓	✓
Course name/occupational area	✓	✓
Level of the course	✓	✓
Expected end date of course	✓	✓
Application status	✓	✓
Date application received	✓	✓
Date withdrawn	✓	✓
Reason withdrawn	✓	✓
Date left course	✓	✓
Course outcome	✓	✓
Next destination e.g. University, Apprenticeship	✓	✓
SEN Status	✓	✓
Year 11 Intended destination	✓	
Free School Meals Status	✓	✓
Support Intervention Required	✓	✓
Bursary Payment Status	✓	✓

IN ADDITION FOR EAST RIDING 11-16 and 11-19 ACADEMIES ONLY		
Data description	Pre 16	Post 16
Attendance	✓	✓
Exclusions	✓	✓
Key Stage Assessment data	✓	✓
Pupil level details of Sixth Form enrolments	✓	✓
Post 16 datasets made available by Education Funding Agency	✓	✓
Access to RAISEonline analysis	✓	✓
Net Capacity Data	✓	✓

- c) Additional information can be disclosed where lawful, relevant and proportionate for the following purposes:
 - i) To monitor and support cross border activities. Further details about this can be found in the Statement of working arrangements for cross border issues and activities

6. Processing of personal information

- 6.1 Personal information will be shared and processed by the partners in accordance with the Data Protection Act.
- 6.2 All information shared under this agreement, personal or otherwise, must only be used for the purpose(s) specified at the time of disclosure(s) as defined in the relevant data set list unless obliged under statute or regulation, or under the instructions of a court.
- 6.3 Where a partner receiving information under this agreement, wants to use that information for any other purpose, they must seek and receive permission from the original Data Controller before using the information for that further purpose. Further use of the information undertaken without the permission of the Data Controller will not be lawful or covered by this agreement.
- 6.4 The Data Protection Notification and Privacy Notice of each partner must reflect the processing of personal information under this agreement, to ensure that data subjects are fully informed about the information that is recorded about them and their rights to gain access to information held about them and to correct any factual errors that may have been made. If there are statutory grounds for restricting a data subject's access to the information held about them, they will be told that such information is held and the grounds on which it is restricted. Where opinion about a data subject is recorded and they feel the opinion is based on incorrect factual information, they will be given the opportunity to correct the factual error and / or record their disagreement with the recorded opinion.
- 6.5 Subject Access Requests will be handled in accordance with the standard procedures of the partner who receives the request.
- 6.6 Complaints will be handled in accordance with the standard procedures of the partner who receives the complaint.
- 6.7 The personal information shared under this agreement must be relevant and proportionate to achieve the purposes identified in section 1. Only the minimum necessary personal information will be shared and where possible aggregated non-personal information will be used.
- 6.8 The information shared should be complete (but not excessive), accurate and up-to-date to ensure all partners are assured that the information can be used for the purposes for which they require it.

6.9 The Data Controller must make all partners they share information with aware of their rules on data retention and whether these apply to the data being shared at the time of disclosure through associated data set lists. The information must be securely disposed of when no longer required for the purpose(s) it was shared for or to meet any legal or audit obligation.

7. Roles and responsibilities under the agreement

7.1 Each partner must appoint a single point of contact who must work together to jointly manage the valid and legally justified sharing of personal information for the purposes of this agreement; ensure the accuracy of the information shared; deal with data discrepancies; and ensure breaches are reported and investigated.

8. Signatories

By signing this agreement all signatories accept responsibility for its execution and agree to ensure all staff are trained so that requests for information and the process of sharing information itself is sufficient to meet the purposes of this agreement.

Signatories must all ensure that they comply with all relevant legislation in the processing of personal information.

Authorised to sign on behalf of Learning Provider:

Organisation:	
Name:	To be Inserted by Learning Provider
Position:	To be Inserted by Learning Provider
Data Notification Number of Organisation (Ref Information Commissioners Office)	To be Inserted by Learning Provider
Signature:	
Date:	To be Inserted by Learning Provider

A list of the current signatories to this agreement is available from East Riding of Yorkshire Council’s Education & Skills Partnership Team.

PROTECT (when complete)

Data List number

Agreement number

Information disclosed by the East Riding of Yorkshire Council (Data Controller) to Learning Providers for the specific purpose of providing support for learning clients.

No.	Data item	Data description	Format of data
01	UPN	Unique pupil number of client	N1111111111119
02	ULN	Unique learning number of client	222222222
03	Surname	The surname of client	Alpha-numeric
04	Forename	The forename of client	Alpha-numeric
05	Address	The address of the learning client	Alpha-numeric
06	Date of Birth	The date of birth of client	DD/MM/YYYY
07	Year Group	The year group of learning client	Alpha-numeric
08	Gender	Gender of client	Alpha
09	Ethnicity	Ethnicity of client	Alpha
10	Free School Meals	Free School Meals status	Alpha-numeric
11	SEN / LDD	SEN / LDD status	Alpha-numeric
12	School attended	School attended	Alpha-numeric
13	Alternative Provision name	Alternative Provision name	Alpha-numeric
14	Destination Information Yr 11, 12 and 13	Destination Information Yr 11, 12 and 13	Alpha-numeric
15	Number of applications received for the academy (Normal and in-year)	Number of applications received for the academy (Normal and in-year)	As extracted
16	Number of applicants naming the academy as first, second or third preference (Normal and in-year)	Number of applicants naming the academy as first, second or third preference (Normal and in-year)	As extracted
17	Number of applications made for places at the academy by parents outside the East Riding (Normal and in-year)	Number of applications made for places at the academy by parents outside the East Riding (Normal and in-year)	As extracted
18	*Pupil level attainment results	*Pupil level attainment results	As extracted
19	*Comparative school level data analysis (secondary only)	*Comparative school level data analysis (secondary only)	As extracted

PROTECT (when complete)

20	*Annual School data pack	*Annual School data pack	As extracted
21	*Deprivation map analysis	*Deprivation map analysis	As extracted
22	Access to information held in PRIME	Access to information held in PRIME	As extracted
23	Access to information held in ONE	Access to information held in ONE	As extracted
24	LAAPs progress and attendance data for students	LAAPs progress and attendance data for students	As extracted
25	Penalty Notice payment data and prosecution data	Penalty Notice payment data and prosecution data	As extracted
26	*ALPS reports	*ALPS reports	As extracted

Data item 09 (Ethnicity) only shared where relevant and appropriate to client's support needs.

****please note that there may be a charge attached to these data sets being released and these charges will be covered in a separate contractual agreement.***

1. Points of Contact

	East Riding of Yorkshire Council	Learning Provider
Name	Education & Skills Partnership	To be Inserted by Learning Provider
Contact Officer	Partnership Manager	
E-mail address	Esp.team@eastriding.gov.uk	
Telephone number	01482 391338	

2. Information quality

2.1 The quality assurance of the data will be in accordance with the Youth Support Service's client records procedures

2.2 Partners receiving shared information are responsible for applying relevant quality assurance before using the information.

PROTECT (when complete)

2.3 If information is found to be inaccurate, the Youth Support Service must be notified. The Youth Support Service will ensure that the source data is corrected and will notify all recipients, who will be responsible for updating the information they hold.

3. Information security and confidentiality

3.1 Arrangements in place for the secure exchange of information:

- a) Information to be sent by the East Riding of Yorkshire Council via an agreed secure method.
- b) Where non-secure e-mail is used for the transfer, the information should be encrypted or password protected. Where passwords are used, these must be communicated by separate arrangements
- c) Secure transfer by telephone to named contacts only.

3.2 Frequency for the sharing of information is variable and as agreed for each purpose.

3.3 The terms of this agreement commence:

September 2015

3.4 The sharing of information will end on:

No date has been specified for termination of this agreement

3.5 Disclosure of the information will be recorded on the client's record

3.6 Arrangements the partner receiving the information has in place for keeping the information secure, protected and confidential:

to be inserted by the Learning Provider

3.7 The partner receiving the information will ensure that their employees:

- a) are able to access only the shared information necessary for their role; and
- b) are appropriately trained so that they understand their responsibilities for confidentiality and security.

3.8 The following employees of the partner receiving the information will have access to it:

PROTECT (when complete)

<to be inserted by the Learning Provider>

3.9 Monitoring of security will be undertaken in light of each signatories established procedures.

4. Breaches of confidentiality

4.1 Breaches of data protection legislation will be dealt with by each partners established information security procedures and formal disciplinary procedures.

4.2 Details of confidentiality and data incidents will be notified to the point of contact of the other partner identified in section 1 of the Data List by the other partner within **1 working day**

5. Retention and Disposal

5.1 The retention period for the shared information is:

<to be inserted by the Learning Provider>

5.2 The disposal method for the shared information when no longer required is:

<to be inserted by the Learning Provider>

5.3 The outcome of the review or destruction must be notified by the receiving partner to the Data Controller.

PROTECT (when complete)

Data List number

Agreement number

Information disclosed by the Learning Provider (Data Controller) to the East Riding of Yorkshire Council for the specific purpose of monitoring learning client progress in accordance with the Education Act.

No.	Data item	Data description	Format of data
01	UPN	Unique pupil number	N1111111111119
02	ULN	Unique learning number	2222222222
03	Surname	The surname of the pupil	Alpha-numeric
04	Forename	The forename of the pupil	Alpha-numeric
05	Date of Birth	The date of birth of the pupil	DD/MM/YYYY
06	Address	The address where the pupil lives	Alpha-numeric - Address including postcode
07	E-mail address	Contact e-mail address for pupil	Alpha-numeric
08	Contact telephone number	Contact telephone number for pupil	Numeric
09	School attending / attended	School attending/attended	Alpha-numeric
10	Start date	Date started with learning provider	DD/MM/YYYY
11	Course name / occupational area	Course name/occupational area	Alpha-numeric
12	Course level	Level of the course	Alpha-numeric
13	Expected end date of course	Expected end date of course	DD/MM/YYYY
14	Application status	Application status	Alpha-numeric
15	Date application received	Date application received	DD/MM/YYYY
16	Date withdrawn	Date withdrawn	DD/MM/YYYY
17	Reason withdrawn	Reason withdrawn	Alpha-numeric
18	Date left	Date left course	DD/MM/YYYY
19	Course outcome	Course outcome	Alpha-numeric
20	Next destination	Next destination e.g. University, Apprenticeship	Alpha-numeric
21	SEN Status	SEN Status	Alpha-numeric
22	Year 11 Intended destination	Year 11 Intended destination	Alpha-numeric

PROTECT (when complete)

23	Free School Meals Status	Free School Meals Status	Alpha-numeric
24	Support Intervention Required	Support Intervention Required	Alpha-numeric
25	Bursary Payment Status	Bursary Payment Status	Alpha-numeric
26	Attendance	Attendance	Alpha-numeric
27	Exclusions	Exclusions	Alpha-numeric
28	Key Stage Assessment data	Key Stage Assessment data	Alpha-numeric
29	Pupil level details of Sixth Form enrolments	Pupil level details of Sixth Form enrolments	Alpha-numeric
30	Post 16 datasets made available by Education Funding Agency	Post 16 datasets made available by Education Funding Agency	Alpha-numeric
31	Access to RAISEonline analysis	Access to RAISEonline analysis	Alpha-numeric
32	Net Capacity Data	Net Capacity Data	Alpha-numeric

1. Points of Contact

	East Riding of Yorkshire Council	Learning Provider
Name	Education & Skills Partnership	To be Inserted by Learning Provider
Contact Officer	Partnership Manager	
E-mail address	Esp.team@eastriding.gov.uk	
Telephone number	01482 391388	

2. Information quality

2.1 The quality assurance of the data will be in accordance with Data Controller's client records procedures

2.4 East Riding of Yorkshire Council are responsible for applying relevant quality assurance before using the information.

2.5 If information is found to be inaccurate, the Data Controller must be notified. The Data Controller will ensure that the source data is corrected and will notify all recipients, who will be responsible for updating the information they hold.

3. Information security and confidentiality

3.1 Arrangements in place for the secure exchange of information:

PROTECT (when complete)

- d) Information to be sent to East Riding of Yorkshire Council via an agreed secure method.
- e) Where non-secure e-mail is used for the transfer, the information should be encrypted or password protected. Where passwords are used, these must be communicated by separate arrangements
- f) Secure transfer by telephone to named contacts only.

3.2 Frequency for the sharing of information is variable and as agreed for each purpose.

3.3 The terms of this agreement commence:

September 2015

3.4 The sharing of information will end on:

No date has been specified for termination of this agreement

3.5 Disclosure of the information will be recorded on the client's record

3.6 Arrangements East Riding of Yorkshire Council has in place for keeping the information secure, protected and confidential:

- a) Information transferred to IYSS, One System and >log on | move on> which has secure access controls to prevent unauthorised access. Following transfer the e-mail must be deleted from the network

3.7 East Riding of Yorkshire Council will ensure that their employees:

- a) are able to access only the shared information necessary for their role; and
- b) are appropriately trained so that they understand their responsibilities for confidentiality and security.

3.8 Authorised Officers within the East Riding of Yorkshire Council will have access to the shared information.

3.9 Monitoring of security will be undertaken in light of each signatories established procedures.

6. Breaches of confidentiality

PROTECT (when complete)

- 4.1 Breaches of data protection legislation will be dealt with by each partners established information security procedures and formal disciplinary procedures.
- 4.2 Details of confidentiality and data incidents will be notified to the point of contact of the other partner identified in section 1 of the Data List by the other partner within **1 working day**

7. Retention and Disposal

5.1 The retention period for the shared information is set out in East Riding of Yorkshire Council's Records Management Policy and retention standards. Retention is normally to the 25th birthday of the data subject, longer retention periods will be required for pupils meeting certain criteria i.e. Looked After Children, Special Educational Needs

5.2 The disposal method for the shared information when no longer required is in accordance with East Riding of Yorkshire Council's Records Management Policy and retention standards.