

Information Sharing Protocol / Data Sharing Agreement

SUMMARY SHEET

Title of Agreement: The Education and Learning Information Sharing Protocol

| Organisation Name | Head Office Address | Phone | Email | Named Data Protection Officer | ICO Notification reference |
|--|--|-----------------|--|-------------------------------|----------------------------|
| Essex County Council | County Hall, Chelmsford, CM1 1QH | 08457 430430 | IGTeam@essex.gov.uk | Paul Turner | Z6034810 |
| Early Years, Primary, Secondary and Post 16 Education and Learning Providers in Essex LEA | | | | | |

Version Control

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|--|--|
| Date Protocol comes into force | September 2024 |
| Date of next Protocol review | July 2027 for implementation in September 2027 |
| Protocol Lead Organisation | Essex County Council |
| Protocol drawn up by (Author(s)) | ECC Information Governance and Education Teams |
| Status– DRAFT/FOR APPROVAL/APPROVED | DRAFT |
| Version | V2.0 |

This Information Sharing Protocol is designed to ensure that information is shared in a way that is fair, transparent and in line with the rights and expectations of the people whose information you are sharing. We recommend that these protocols are published alongside your online privacy notices for full transparency.

This protocol will help you to identify the issues you need to consider when deciding whether to share personal data. It should give you confidence to share personal data when it is appropriate to do so but should also give you a clearer idea of when it is not acceptable to share data.

Specific benefits include:

- minimised risk of breaking the law and consequent enforcement action by the Information Commissioner’s Office (ICO) or other regulators;
- greater public trust and a better relationship by ensuring that legally required safeguards are in place and complied with;
- better protection for individuals when their data is shared;
- increased data sharing when this is necessary and beneficial;
- reduced reputational risk caused by the inappropriate or insecure sharing of personal data;
- a better understanding of when, or whether, it is acceptable to share information without people’s knowledge or consent or in the face of objection; and reduced risk of questions, complaints and disputes about the way you share personal data.

Please ensure all sections of the template are fully completed with sufficient detail to provide assurance that the sharing is conducted lawfully, securely and ethically.

| Item | Name/Link /Reference | Responsible Authority |
|--|---|------------------------------|
| Data Protection Impact Assessment (DPIA) | DPIA 1133 | ECC |
| Supporting Standard Operating Procedure | NA | |
| Associated contract | NA | |
| Associated Policy Documents | NA | |
| Other associated supporting documentation | Service Area Addendums (SAAs) which are available to view on Essex Schools InfoLink | ECC |

1 – Purpose

This Information Sharing Protocol sets out the overarching Information Sharing Principles between Essex County Council (ECC) and Essex Education and Learning Providers* in sharing data between the organisations. In addition, Addendums will reflect ECC's Service Areas' legislative gateways and data requirements regarding the data collected and the data shared.

Effectively sharing information relating to young people (between the ages of 0 – 19 and up to the age of 25 for those with learning difficulties) between providers and ECC will bring significant benefits in supporting the learning, welfare and safeguarding of children and young people in Essex.

Data sharing will enable the Council to fulfil key strategic responsibilities, including:

- ensuring sufficient and appropriate learning provision;
- supporting school/college improvement and improved educational outcomes through pre and post 16 learning;
- ensuring effective planning, commissioning and delivery of services to children and families, in particular to support vulnerable young people and their families.

*Education and Learning providers includes: organisations who will operate 0-19 learning provision e.g. Early Years provision, Primary Schools, Secondary Schools, Sixth Form Colleges, and Colleges, Work Based Learning Providers with EFA or SFA contracts.

2 – Information to be shared

Arrangements for information sharing relating to planning and provision at a whole establishment or whole student group level will continue as usual. This agreement specifies the data relating to individual pupils, as set out in the accompanying addendums.

Essex County Council's Service Areas' will each outline within their relevant Addendum:

- The purpose/relevance for sharing information
- Fair Processing practices where appropriate
- The information to be collected or shared
- Frequency/contacts for collecting/sharing the information
- The processes for sharing information between partner members.

3. Legal basis

The identified conditions for processing under the Data Protection Act 2018:

| Partner to Protocol | Personal Data (identifiable data) | Special Categories of Data (Sensitive identifiable data – if applicable) | Law Enforcement data (if applicable e.g. community safety) |
|-----------------------------|--|---|---|
| Organisation Name(s) | Article 6: | Article 9: (if appropriate): | DPA Part 3 (if appropriate): |
| All Partners | Legal Obligation | Substantial Public Interest | Substantial Public Interest |
| All Partners | Public Task | Legal Claims | Choose an item. |

Where the data sharing involves Special Category Personal Data or Law Enforcement Data all Partners to the protocol confirm they have an Appropriate Policy Document in place

The applicable legal basis and legislation or statute as written in the service addendums to this document and listed in [Appendix A](#). The list of addendums can be found at [Appendix B](#) and each detail the legal basis relied on for that sharing.

Fair Processing will be in accordance with *General Data Protection Regulation 2016* article 12 as applied by the Data Protection Act 2018 and is the responsibility of each partner to this protocol. Each Data Controller must ensure that data subjects are aware of how and when their data is processed.

4. Responsibilities

For help go to [Controllers and processors | ICO](#)

| DATA CONTROLLERS - Organisation Name(s) | Data Protection Status | Provide Data | Access Data |
|---|-------------------------|-------------------------------------|-------------------------------------|
| All partners to this protocol | Joint Controller | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| | Choose an item. | <input type="checkbox"/> | <input type="checkbox"/> |
| | Choose an item. | <input type="checkbox"/> | <input type="checkbox"/> |
| | Choose an item. | <input type="checkbox"/> | <input type="checkbox"/> |

In the event of Joint Controllers, the single point of contact for the sharing is Essex County Council.

| DATA PROCESSORS – Organisation Name(s) | Name(s) of Controller managing the Contract or other agreement | DPIA completed |
|--|--|-----------------|
| Not Applicable | | Choose an item. |
| | | Choose an item. |
| | | Choose an item. |

This Protocol will be reviewed three years after it comes into operation, or sooner should a breach occur or circumstances change, to ensure that it remains fit for purpose. The review will be initiated by Essex County Council.

5. Data Subject Rights

All data controllers are responsible for responding to requests to exercise data subject rights received by their organisation.

It is each Partner's responsibility to ensure that they can comply with all of the rights applicable to the sharing of the personal information. Partners will respond within one month of receipt of a notice to exercise a data subject right. Each Partner has a legal responsibility to ensure they have appropriate processes in place to support the exercising of these rights by Data Subjects.

It should be noted that where the legal condition for processing under this protocol differs for participating organisations, the applicable rights may also vary. It is for each controller to understand which rights apply in respect of the processing condition they rely on.

| <p style="text-align: center;">Data Subject Rights</p> <p style="text-align: center;">Select the applicable rights for this sharing according to the legal basis you are relying on</p> | <p style="text-align: center;">Check box to confirm processes are in place</p> |
|--|---|
| <p>UK GDPR Article 13 & 14 – Right to be Informed – Individuals must be informed about how their data is being used. This sharing must be reflected in your privacy notices to ensure transparency. Partners are encouraged to publish their sharing protocols alongside their privacy notices to support greater transparency.</p> | <input checked="" type="checkbox"/> |
| <p>UK GDPR Article 15 – Right of Access – Individuals have the right to request access to the information about them held by each Partner.</p> | <input checked="" type="checkbox"/> |
| <p>UK GDPR Article 16 – Right to Rectification – Individuals have the right to have factually inaccurate data corrected, and incomplete data completed.</p> | <input checked="" type="checkbox"/> |
| <p>UK GDPR Article 17 (1) (b) & (e) – Right to be forgotten – This right may apply where the sharing is based on Consent, Contract or Legitimate Interests, or where a Court Order has demanded that the information for an individual must no longer be processed. Should either circumstance occur, the receiving Partner must notify all Data Controllers party to this protocol, providing sufficient information for the individual to be identified, and explaining the basis for the application, to enable all Partners to take the appropriate action.</p> | <p>N/A</p> |
| <p>UK GDPR Article 18 – Right to Restriction – Individuals shall have the right to restrict the use of their data pending investigation into complaints.</p> | <input checked="" type="checkbox"/> |
| <p>UK GDPR Article 19 – Notification – Data Controllers must notify the data subjects and other recipients of the personal data under the terms of this protocol of any rectification or restriction, unless it involves disproportionate effort.</p> | <input checked="" type="checkbox"/> |

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| <p>UK GDPR Article 21 – The Right to Object – Individuals have the right to object to any processing which relies on Consent, Legitimate Interests, or Public Task as its legal basis for processing. This right does not apply where processing is required by law. Individuals always have a right to object to Direct Marketing, regardless of the legal basis for processing.</p> | <input checked="" type="checkbox"/> |
| <p>UK GDPR Article 22 – Automated Decision-Making including Profiling – the Individual has the right to request that a human being makes a decision rather than a computer, unless it is required by law. The individual also has the right to object to profiling which places legal effects on them.</p> | N/A |
| <p>Freedom of Information (FOI) Act 2000 or Environmental Information Regulations (EIR) 2004 relates to data requested from a Public Authority by a member of the public. It is best practice to seek advice from the originating organisation prior to release. This allows the originating organisation to rely on any statutory exemption/exception and to identify any perceived harms. However, the decision to release data under the FOI Act or EIR is the responsibility of the public authority that received the request.</p> | <input checked="" type="checkbox"/> |

6. Security of Information

The Partners to this protocol agree that they will apply appropriate technical and organisational security measures which align to the volume and sensitivity of the personal data being processed in accordance with article 32 of the UK GDPR as applied by the Data Protection Act 2018.

The security of the personal data in transit will be assured by the use of secure email or secure file transfer via Microsoft Office 365 or other secure government approved secure file share system and is specified in each service addendum.

Partners receiving information will:

- Complete a Data Protection Impact Assessment (DPIA) where necessary
- Ensure that their employees are appropriately trained to understand their responsibilities to maintain confidentiality and privacy
- Protect the physical security of the shared information
- Restrict access to data to those that require it, 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
- Maintain an up-to-date policy for handling personal data which is available to all staff

- Have a process in place to handle any data breaches involving personal data, including notifying relevant third parties of any breach
- Ensure any 3rd party processing is agreed as part of this protocol and governed by a robust contract and detailed written instructions for processing.

7. Format & Frequency

- The format the information will be shared in will be described in each service addendum
- The frequency with which the information will be shared will be described in each service addendum

8. Data Retention

Information will be retained in accordance with each partners' published data retention policy available on their websites, and in any event no longer than is necessary for the purpose of this protocol. All data beyond its retention will be destroyed securely.

9. Data Accuracy

If information is found to be inaccurate, it is the responsibility of the identifying Partner to notify the Data Controllers with whom the data has been shared. This will enable the correcting of data across all Partners to whom the data has been shared.

10. Personal Data Breach Notifications

Where a data breach linked to the sharing of data under this protocol is likely to adversely affect an Individual, all involved Partners must be informed within 48 hours of the breach being detected. The email addresses on page 1 should be used to contact the Partners. The decision to notify the ICO can only be made after consultation with all other affected Partners to this protocol, and where notification to the ICO is required, it must be made within 72 hours of the breach being detected. Where agreement to notify cannot be reached within this timeframe, the final decision will rest with the Protocol Lead Organisation as depicted on page one.

All involved Partners should consult on the need to inform the Individual, so that all risks are fully considered, and agreement is reached as to when, how and by whom such contact should be made. Where agreement to notify cannot be reached, the final decision will rest with the Protocol Lead Organisation as depicted on page one.

All Partners to this protocol must ensure that robust policy and procedures are in place to manage data breaches, including the need to consult Partners where the breach directly relates to information shared under this protocol.

11. Complaint Handling

Partner agencies will use their standard organisational procedures to deal with complaints from the public arising from information sharing under this protocol.

12. Commencement of Protocol

This Protocol shall commence upon date of the signing of a copy of the Protocol by the signatory partners. The relevant information can be shared between signatory partners from the date the Protocol commences.

13. Withdrawal from the Protocol

Any partner may withdraw from this protocol upon giving 4 weeks written notice to the Protocol Lead Organisation stated on page one, who will inform other partners to the protocol. The leaving Partner must continue to comply with the terms of this Protocol in respect of any information that the partner has obtained through being a signatory. Information, which is no longer relevant, should be returned or destroyed in an appropriate secure manner.

14. Agreement

This Protocol must be approved by the responsible person within each organisation (DPO/SIRO/Caldicott Guardian/Chief Information Officer). Signed copies should be retained by the Lead Organisation for the lifetime of the Protocol plus two years.

We are asking you to sign up electronically to this 2024/2027 protocol, [via Essex Schools Infolink](#), to show you will implement and adhere to this protocol with Essex County Council – Education and learning providers.

15. Appendices

Appendix A

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| Common Law Duty of Confidence | The Health and Social Care Act 2015 |
| Keeping children safe in education 2024 | The Housing Act 1996 |
| Sexual Violence and Sexual Harassment Between Children in Schools and Colleges 2021 | The Human Rights Act 1998 Articles 2 and 3 |
| The Anti-Social Behaviour Act, 2003 | The Learning and Skills Act 2000 |
| The Apprenticeships, Skills, Children and Learning Act 2009 | The Legal Aid, Sentencing and Punishment of Offenders Act 2012 |
| The Care Act 2014 | The Localism Act 2011 |
| The Childcare Act 2006 | The Mental Capacity Act 2005 |
| The Children Act 1989 & 2004 | The Mental Health Act 1983 & 2007 |
| The Children and Families Act 2014 | The NHS and Community Care Act |
| The Children and Social Work Act 2017 | The Non-Maintained Special Schools (England) Regulations 2015 |
| The Children and Young People Act 2014 | The Police Act 1996 Sections 39 & 39a |
| The Children and Young Persons Act 1933 / 1963 (as amended) Essex County Council Byelaws 1998 | The Rehabilitation of Offenders Act 1974 (and subsequent amendments) |

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| The Counter Terrorism and Security Act 2015 | The Safeguarding Vulnerable Groups Act 2006 |
| The Crime and Disorder Act 1998 | The School Admissions (Admission Arrangements and Co-ordination of Admission Arrangements) (England) Regulations 2012 |
| The Criminal Justice Act 2003 | The School Admissions Code 2021 |
| The Education (Individual Pupil Information) (Prescribed Persons) (England) Regulations 2009 | The School Standards and Framework Act 1998 |
| The Education (Pupil Registration) (England) Regulations, 2006 | The SEND Regulations |
| The Education Act 1996, 2002 & 2011 | The SEND Code of Practice Jan 2015 |
| The Education and Inspections Act 2006, Academies | The Sex Offenders Act 1997 |
| The Education and Skills Act 2008 | The Special Educational Needs and Disability Regulations 2014 |
| The Education Penalty Notices (England) Regulations, 2004 | The Technical and Further Education Act 2017 |
| The Equalities Act 2010 | Working Together to Safeguard Children 2023 |
| The Further and Higher Education Act 1992 | |

Appendix B – Service Addendums under this protocol

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| Data Collections |
| Education Access |
| Education Compliance |
| Education Transport and Awards – Free School Meals entitlement, Infant Pupil Premium, Home to school and college transport assessments |
| Pupil Work Permits |
| Special Educational Needs & Disability (SEND) Services (SEND Operations, Inclusion and Psychology) |
| Safeguarding |
| School Admissions |
| School Effectiveness, Attendance and Early Years |
| SEND Strategy & Innovation |

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| Virtual School for Children in Care |
| Youth Offending |
| Youth Service & Children and Young People With Disabilities Service |