

# **One Staffordshire Information Sharing Protocol Information Sharing Agreement**

This Individual Agreement is made under the One Staffordshire Information Sharing Protocol between:

**Staffordshire County Council**

**And**

**Warwickshire County Council**

## **Basis for sharing:**

Personal data will be exchanged only as allowed by current law and only where necessary and appropriate to meet the agreed objectives of this agreement. Before partners can disclose information it must be established that they have the power to do so and/or whether they have the responsibility to do so. This agreement assists partners in the lawful exchange of information it does not provide a statutory power to share information. All exchanges will be in accordance with the Data Protection Act 1998 and any other legislation or common law duty relevant to the disclosure of information. This agreement does not circumvent any statutory limits or prohibitions on disclosure of information.

The following legislation sets out statutory powers (express or implied) under which personal data can be shared in line with this agreement:

- Children's Act 1989
- Children's Act 2004
- Local Government Act 2000

Where required, further secondary legislation which enables the sharing of data can be used if the purpose is in line with this agreement.

The schedule 2 condition which will be relied on is

6 (1) The processing is necessary for the purposes of legitimate interests pursued by the data controller or by the third party or parties to whom the data are disclosed..

## **Purpose for the sharing:**

The purpose of sharing the information is to improve the data held by Local Authorities on school age children for safeguarding and welfare purposes. It is important for LA's to receive information on where their local children are attending educational settings in neighbouring Authorities. This can also assist with school place planning and organisation.

All partners to this agreement are independent Data Controllers (as defined by the Data Protection Act 1998). It is a legal requirement that any signatory organisation to this agreement must be notified with the Information Commissioner.

### **Type of information that may be shared:**

Where a pupil attends a maintained school in a different Local Authority to that in which he/she resides; the Local Authority in which the school is based will share information with the Local Authority in which the pupil resides. The sending Authority will ensure that only relevant and not excessive information is shared, i.e.

- Name of pupil
- Address of pupil including postcode
- Date of birth of pupil
- Name and address of school and date of admission

### **Recipients and other organisations that the information may be shared with:**

The data may only be shared with the Authority where the pupil resides and will not be shared with any other third party or any other Authority without the explicit consent of the Data Controller

### **Confidentiality:**

All organisations will ensure that their staff and officers who are involved in the information sharing process are aware of, and comply with, their responsibilities and obligations with regard to:

- The confidentiality of personal information
- The relevant security measures in place
- The commitment of the relevant partner organisation to only share information legally and within the terms of an agreed individual sharing agreement.
- Information will only be shared where necessary, justified and proportionate, on a need to know basis only.

### **Data Quality:**

Any issue with Data Quality and accuracy will be dealt with between the two Authorities including ensuring that the Data is sent in a compatible format.

### **Retention and destruction:**

The pupil data will be subject to the statutory regulations regarding retention.

### **Data subject rights:**

The Authority receiving any requests will be responsible for answering any Subject Access Requests or Freedom of Information requests.

### **How the information will be shared:**

The data will be shared using industry standard encryption (AES 256) solution or secure email i.e. GCSx. No data will be transferred using mobile devices, unsecured email or standard post. Any electronic transfer will be to a predetermined named individual in the receiving Authority and no generic or group mailboxes will be used unless robust procedures are in place to audit usage and are compliant with the Code of Connection for GCSx. Any passwords for encrypted data will be sent via a different means to the data.

It is the responsibility of the sending Authority to ensure security of data in transit.

The frequency of the data exchange will need to be agreed – this may be termly, annually or other to be decided by the Local Authorities.

### **Management of the Agreement**

Any data breach will be reported to the relevant Data Controller within 48 hours.  
Any complaint received in connection with this Data Sharing Agreement will be reported to the relevant Local Authorities within 48 hours and will be dealt with in line with current complaints procedure.

### **Termination of Agreement**

Three months notice should be given if a Local Authority chooses to terminate sharing in line with this agreement.

### **Review:**

This agreement is valid for 3 years and will be reviewed on an annual basis. The first review will take place on 1 November 2014



Signed:           *P. Jones*           Date: 5 November 2013

Name: Philip Jones Position: Head of Information Governance Unit

**For Staffordshire County Council**

**Operational contact at Staffordshire County Council**

Name Steve Hewitt Position Children Missing Education Officer  
Date 5 November 2013

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

**For Warwickshire County Council**

**Operation contact for Warwickshire County Council**

Name \_\_\_\_\_ Position \_\_\_\_\_

Date \_\_\_\_\_

