



Data Sharing Agreement

BETWEEN

Blue Gate Fields Infant School

(Known as the Data Controller)

AND

Tower Hamlets Education Partnership (THEP)

(Known as the Data Processor)

Updated May 2018

Introduction and purpose

Tower Hamlets Education Partnership (THEP) is committed to ensuring the security and protection of the personal information that we process, and provide a compliant and consistent approach to data protection meeting the demands of the General Data Protection Regulation (GDPR) and the UK's Data Protection Bill.

This document provides the data processing contract that enables the information sharing arrangements between your school and the Tower Hamlets Education Partnership (THEP) for the purposes of school performance and improvement and as part of your membership offer.

The analysis and evaluation of school and pupil performance data is a central part of the school improvement process and the responsible sharing of data is a fundamental part of this process.

THEP, hereafter referred to as the Data Processor, will collect and process data from your school, hereafter referred to as the Data Controller, for the following purposes:

- To establish a strategic overview of schools in the borough
- To allow your school to make comparisons with other local schools within the membership, based on aggregated school performance data
- To translate the data into information and provide all members with access to the same range of analysis
- To support all schools within THEP in curriculum and resource planning at a strategic level
- To evaluate strengths and areas for improvement across the borough, and within schools, so CPD and training can be provided appropriately
- To support school target setting processes
- To support individual pupil monitoring and identify pupils and groups in need of additional support
- To identify where improvements have taken place and to share good practice across the membership

In order to achieve the above, the Data Controller will provide the Data Processor with all necessary assessment data and / or pupil level data for analysis, benchmarking and interrogation to assist in the performance of the functions described above.

The terms and conditions of this Agreement shall apply to all data provided by the Data Controller, or obtained by the Data Processor from sources as part of the delivery of the above functions, or derived from any combination thereof.

The Data Processor shall only process Data as is necessary and, in particular shall not use or process data for any purpose other than for the purposes set out in this Agreement. The Data Processor is permitted to subcontract some of its processing operations performed on behalf of the Data Controller. Where the Data Processor subcontracts its obligations, with the agreement of the Data Controller, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the Data Processor under this Agreement. Where the sub-processor fails to fulfil its obligations under such written agreement the Data Processor shall remain fully liable to the Data Controller for the performance of the sub-processor's obligations under such agreement.

Safeguarding the use of your school data

Data that can identify an individual educational establishment will only be shared within THEP's educational community. The community is defined as all member schools in THEP, Tower Hamlets Local Authority education officers and THEP Board members.

Aggregated data from which it is not possible to identify individual educational establishments or pupils may be freely shared with all educational establishments.

Data that can identify an individual child will only be shared with the educational establishment the child is attending or is transferring to as agreed by the Data Controller and will only be shared with those officers who need the data to perform their professional duties.

To preserve and ensure the benefits of data sharing, only members will be given access to shared data. Other educational establishments that exclude themselves from membership will not be given access.

All recipients of data shared under this agreement, including school governors, are required to use it in a professional manner and in particular to promote:

- The opportunities of children
- Mutual support
- The improvement of outcomes for children and young adults

This agreement expressly excludes the use of shared data to promote one educational establishment at the expense of another.

THEP will not publish data in the form of 'League Tables', but will instead use data to best serve the purpose of the users.

Data protection

THEP take the privacy and security of your data very seriously and take every reasonable measure and precaution to protect and secure the data that we process. There are robust information security procedures in place to protect any data and information from unauthorised access, alteration, disclosure or destruction and have several layers of security measures, including: -

- Physical Security
 - Locked office / key coded doors
 - Locked drawers and cupboards
 - THEP business premises are located at the PDC, 229 Bethnal Green Rd, London E2 6AB – a London Borough of Tower Hamlets building and therefore compliant with LA data protection policies
 - Servers are kept in locked cupboards within this secure building.
- Electronic Security
 - Antivirus and security updates are managed and updated centrally for servers, workstations and laptops
 - Two factor authentication is required for login to access network resources
 - The Data Processor shall not transmit data that contains identifiable personal data by email except as an encrypted / password protected attachment
 - Aggregated assessment data from which it is not possible to identify individual pupils may be emailed without protection, as such data will be publically available

- Encrypted USB Sticks are used for mobile use, if it is necessary to transport pupil assessment data.

The Data Processor shall not cause or allow data to be transferred to any territory outside England without the prior written permission of the Data Controller.

The Data Processor shall undertake all reasonable background checks to ensure the reliability of all employees who are likely to use or have access to Data. The Data Processor shall include appropriate confidentiality clauses in employment contracts, including details of sanctions against any employee acting in a deliberate or reckless manner or that causes damage to or loss of data.

Data retention and destruction

Aggregated school performance data is also held in the public domain and so may be retained by the Data Processor for a period of up to 5 years, in order to make year on year comparisons and look at long-term trends.

Any pupil level data will be retained for the period of time it takes the Data Processor to carry out the purposes as outlined above and then will be destroyed.

The Data Processor shall ensure that data held in paper form regardless of whether as originally provided by the Data Controller or printed by the Data Processor is destroyed using a cross cut shredder or subcontracted to a confidential waste company that complies with European Standard EN15713.

The Data Processor shall ensure that electronic storage used to hold or process data is destroyed or overwritten to current CESG standards when appropriate.

Any minor changes to this Agreement that may be deemed necessary from time to time shall only be valid once issued in writing and signed by both parties.

In the event of major changes being required, the parties may terminate this Agreement and replace it in full with an updated version.

This Agreement provides a framework within which the Data Controller can lawfully disclose data to the Data Processor for processing on behalf of the Data Controller.

On this basis the Data Controller hereby authorises the disclosure of all necessary assessment data and / or pupil level data to the Data Processor for processing on behalf of the Data Controller.

Signed on behalf of the Data Controller:

Signed		Date	
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Name Position

Signed on behalf of the Data Processor:

Signed		Date	
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Name Position