

# Data Sharing Agreement

This Agreement is made between [FE College: Insert names and addresses], [HE University: Insert names and addresses], Department for Education [Insert descriptor and address] and Greater Manchester Police [Insert descriptor and address]

<b>1. Purpose of the sharing agreement</b>
<p>Information about students who are intending to progress from further education into higher education, and who have presented with vulnerability to being drawn into extremism needs to be shared between FE College and HE University so that those people who need support services can receive them. This information may include details of previous Channel referrals or about a student’s vulnerability and actions, if any, taken to address the same.</p> <p>The sharing of this data will allow students with vulnerability to be supported more effectively through their education pathway. The purpose of data sharing is not to inform the HE University’s decision to make or withdraw an offer to a student.</p> <p>HE University and FE College are separate Data Controllers and each will maintain separate copies of the shared data and be responsible for their organisation’s compliance with data protection law.</p>

<b>2. Legal Basis of Processing</b>
<p>Processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which is proportionate to the aim pursued, respects the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject (Article 9 (2) (g));</p> <p>The requirement in Section 10 of the Data Protection Act 2018 in respect of the “substantial public interest” exemption is met because one of the conditions in Part 2, Schedule 1 is met.</p> <p>The condition which is met in Part 2, Schedule 1 is, as per paragraph 6 (1), that the processing is necessary for a purpose listed in sub-paragraph (2), and (b) is necessary for reasons of substantial public interest;</p> <p>The purpose in sub-paragraph (2) is (a) the exercise of a function conferred on a person by an enactment or rule of law. The exercise of the function in this case is the</p>

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exercise by the HE institutions of their functions having regard to the need to prevent people from being drawn into terrorism (the Prevent Duty).

### 3. Amount and type of information to be shared.

Referral forms will be sent from the FE College Safeguarding Team to the HE University Prevent lead. These forms will contain: names, addresses and contact details, information on whether the vulnerable individual being referred has received a support, been referred to Channel and whether the individual has any specific safeguarding requirements. A proforma/referral form is attached in Appendix 1 to this Agreement.

Both parties will follow the procedures detailed in the agreed form Sharing Personal Information Protocol (the "Protocol") in exchanging any appropriate and relevant information.

### 4. How the information will be used

The student's name, address, understanding of their vulnerability and information on safeguarding requirements will be used by HE University to contact the student to offer support services, and to make arrangements for the student to receive services. This requires use of the address for correspondence and home visits, use of the accessibility information to perform health and safety Risk Assessments.

Anonymised information will be used by HE University for management purposes, including the monitoring and evaluation of service performance and inclusivity.

All student information will be kept in strict confidence and stored securely with access restricted to those who are directly involved in making referrals and delivering services. However, in exceptional circumstances, there may be a requirement to disclose some of the information, for example to assist the emergency services, where there is a risk to the life or safety of the student or another, or where there is a legal duty to disclose information.

Details of items such as security measures and retention periods are contained in the Protocol.

Records Management procedures and training to promote and encourage high standards of information handling quality and standards are provided to all staff who handle students' data.

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HE University is committed to upholding data protection and confidentiality rights. Any Subject Access Request received by HE University will be forwarded to the Information Security Manager, DPO or other relevant individual who will then, in consultation with those involved in service delivery, conduct a thorough review of the file, assessing each item of information in order that the requestor's rights under Article 15 of the GDPR are fully complied with.

Both FE College and HE University will process the Personal Data only in accordance with this agreement and any written instructions (including with respect to transfers of Personal Data to a Third Country or to an International Organisation)

Both FE College and HE University will implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular, from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects.

### 5. Information to Data Subjects

All students are informed of their data protection rights, the purpose(s) and corresponding legal basis for which their personal information is used. The parties make this information available via their respective privacy notices and policies communicated to prospective and enrolled learners and students. A form signed by the student or authorised legal representative of the organisation disclosing the personal information is required for the file. This form confirms the accuracy of the information and acknowledges that the student has been informed of this use of their personal information (including the sharing of information with other organisations involved in delivering the service). If a student is unable to sign the form, an authorised representative of the organisation disclosing the personal information will do so as evidence that the student has been informed of this use of their information.

Both FE College and HE University will assist each other in ensuring compliance with their obligations under GDPR Articles 32 to 36 in respect of the Personal Data.

HE University will notify FE College as soon as reasonably practicable, about any request or complaint received from a Data Subject (without responding to that request, unless authorised to do so by FE College) and assist FE College by technical

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and organisational measures, insofar as possible, for the fulfilment of FE College's obligations in respect of such requests and complaints.

More detailed information about the uses of personal data for management reporting and analysis purposes is provided on the HE University's website Privacy page.

### **6. Data Subject Rights**

Each student shall be informed of their right to obtain certain information about the processing of their personal data through a subject access request (SAR). Students may also request rectification of their personal data.

The parties shall maintain a record of SARs, including decision made and any action taken.

### **7. Data Losses**

Each party shall have a policy/protocol in place in the event of a personal data loss.

The parties shall notify the data controller without undue delay of any potential or actual losses of shared personal data and remedial actions taken.

The parties shall provide reasonable assistance as is necessary to facilitate the handling of any data loss in an expeditious and compliant manner.

Incident response activities must include consultation between the Data Controllers to identify where sharing practices should be improved to prevent any recurrence of the breach.

### **8. Breaches of Confidentiality**

Any breach of confidentiality as a result of or which could have an impact on this data sharing relationship must be reported to the respective Information Governance Manager, DPO or other relevant individual for FE College and the HE University (without undue delay), who will investigate the circumstances and the outcome in line with their data protection obligations and internal procedures for incident response and investigation.

### **9. Staff Awareness and Training**

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Staff at FE College and HE University (including volunteers) are made aware of their data protection responsibilities, provided with appropriate training and procedures for secure handling and compliant use of personal data, and are obliged to comply with the organisations' confidentiality policies.

Specific training and awareness is provided to those employees who are involved in information sharing under this Agreement within their respective organisations.

### 10. Governance

The Information Governance Managers/Student Support Managers for FE College and the HE University are each responsible for monitoring and ensuring compliance with the Agreement within their respective organisations.

The format of this Data Sharing Agreement is owned by the same people who must approve any amendments to its structure.

### 11. Review

This sharing agreement applies to the sharing of information between FE College and HE University for the purpose of delivering support services for vulnerable students and is valid to cover disclosure once a student has accepted an offer from the HE University and thereafter for the duration of the students' registration at the HE University.

The Agreement should be reviewed if any substantial changes are made to the structure or mechanisms of the respective support services within the organisations. There shall in any event be an annual review of the Agreement and its operation undertaken by the parties.

Any changes to the Agreement, including dissolution of the Agreement must be approved by both the respective Information Governance Managers for FE College and the HE University, and verified by their respective Data Protection Officers.

**Data Sharing Agreement**

**Signed:**

For HE University:

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Name Role Title

Date: .....

For FE College:

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Name Role Title

Date: .....

For DFE:

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Name Role Title

Date: .....

For GMP:

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Name: Role Title

Date: .....

For Local Authority: