

**Data Sharing Agreement for Data
Match of [REDACTED]
[REDACTED] Data.**

Between:

**The Secretary of State for The Department for
Work and Pensions**

and

**The Secretary of State for The Department for
Education**

[REDACTED] [REDACTED] [REDACTED]

Glossary of key terms

In this Agreement the following words and phrases will have the following meanings:

“Partners”	means partners to this DSA, namely The Secretary of State for The Department for Work and Pensions and The Secretary of State for The Department for Education.
“UC”	means Universal Credit
██████	████████████████████
██████	████████████████████
“DPA”	means the Data Protection Act 2018
“DSA”	means the Data Sharing Agreement
“DWP”	means the Department for Work & Pensions
“FoIA”	means the Freedom of Information Act 2000
“UK GDPR”	means UK General Data Protection Regulation
“DfE”	means the Department for Education
██████	████████████████████
“Controller”	have the meanings set out in Article 4 of the “UK GDPR”
“Processor”	
“Processing”	
“Personal data”	

Signatory Details

DWP Agreement Owner	Paul Lodge – Chief Data Officer [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]
DfE Agreement Owner	Gary Connell Head of Data Ownership and Data Sharing [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]

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Introduction

1. This Data Sharing Agreement (DSA) sets out the data sharing arrangements between the partners, that is the Secretary of State for The Department for Education (DfE) and the Secretary of State for The Department for Work and Pensions (DWP).

2. [Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]
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[Redacted]
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[Redacted]
[Redacted]
[Redacted]

DWP anticipate that this data share will provide the department with the confidence that the right amount of benefit is being paid to the right claimant, and that children included on the claim are benefitting from that award.

The data share will reduce the effort to verify information and potentially identify incorrect cases, enabling DWP to make improvements to processes, pursue the recovery of overpayments back into the public purse, it will also allow DWP to identify and prevent fraud and error in the future.

3. This DSA documents the lawful basis for this data sharing initiative, what information will be shared and how. The Partners have entered this DSA to demonstrate that data protection and privacy requirements have been considered, to set out how use of information meets the data protection principles, and how the rights of data subjects are protected. The Partners agree to observe all the obligations set out in this DSA.
4. This DSA is not a contract and is not legally binding. It does not create a legal power for either Partner to lawfully exchange and process personal information, and it does not provide indemnity from action under any law. It does not remove or reduce the legal obligations or responsibilities of either Partner.
5. [REDACTED]

Principle 1 - lawfulness, fairness, and transparency

6. This data share is necessary to test whether matching data held by DWP and DfE [REDACTED] will help DWP ensure that it is correctly paying benefit to those who have an entitlement to it and identify potential fraudulent claims where a child's data is being used. Only one adult can be paid for any one child [REDACTED]

Legal Gateway

7. DWP and DfE both are using Section 56 of the Digital Economy Act 2017 "Disclosure of Information to combat fraud against the public sector" as the legal gateway for this data share.

Both parties are listed in Schedule 8 of the Act. The following subsections will be relied upon: (1), (2) (a) (b), (3) (a) (b), (4) (a,b,c,d,e,f), (5), (8) (a) (b), (9) (a) (b) (c) (10), (14).

Under the Digital Economy Act Code of Practice all relevant documentation, including a Business Case for this data share are to be presented to the Digital Economy Act Board in June 2022.

Lawful Basis

The lawful basis for processing for both DWP and DfE will be Chapter 2 Article 6 (1) (e) UK GDPR as the processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

In this instance the public task being served by the processing of this data is the accurate delivery and payment of Universal Credit that DWP is responsible for as set out in the Welfare Reform Act 2012 (*S10 – Responsibility for children and young persons. (1) The calculation of an award of Universal Credit is to include an amount for each child or qualifying young person for whom a claimant is responsible.*)

The DfE are relying on the ‘public task’ as part of DfE functions relating to the education and well-being of children as set out in the 1996 Education Act. In this context ‘well-being’ means well-being so far as relating to: (a) physical and mental health and emotional well-being; (b) protection from harm and neglect; (c) education, training and recreation; (d) the contribution to society; and (e) social and economic well-being.]

8. No Special Category data is being shared.
9. This initiative does not involve the processing of personal data relating to criminal convictions and offences or related security measures. However, it does involve the processing of data relating to children.

Various initiatives have been considered [REDACTED]
[REDACTED]
[REDACTED] No other suitable source of data has yet been identified, [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED] This checking will help ensure that the amounts for children are correctly paid where due; a compelling reason for processing this data with regard to the ICO's Data Sharing Code of Practice, and save public resources by stopping payments not due, including those claimed fraudulently.

Data items to be shared

DWP will provide DfE with [REDACTED] associated with [REDACTED].

[REDACTED] DWP will also provide DfE with [REDACTED], this will allow DWP to [REDACTED].

[REDACTED].

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

How data will be shared

10. [Redacted]

Data Controller relationship

11. For this data share each department will be an independent controller. DWP will be the data controller of their data and DfE will be the controller of their own data until such time as the other partner receives it, at which point each controller should then adhere to the processing and retention limitation imposed by the data controller.

Transparency

12. DWP and DfE make individuals aware of their rights and responsibilities via Information Charter available on Gov.uk which does explain how Personal data may be used.
 - DWP's [Personal information charter](#) is available via gov.uk and explains how we may use data
 - DfE's [personal information charter](#), and their [suggested wording for privacy notices](#) which are provided to schools

and local authorities, confirms that the Department may share information for research purposes and with other organisations, specifically including other government departments.

- 12.1 Both parties will use the information exchanged only for the purposes detailed for this exchange. Other data usage is not allowed.
- 12.2 Information exchanged between the Partners cannot be transferred to Third Parties.
- 12.3 Both Partners within their own organisations shall take the necessary steps to protect the transmission and receipt of information.
- 12.4 Both Partners are not responsible for damages caused by acts or omissions of the second party.
- 12.5 The parties agree to only handle personal data in ways that people would reasonably expect and not use it in ways that have unjustified adverse effects on them.

Principle 2 - purpose limitation

- 13. This data matching exercise is to determine whether DfE data can assist in identifying fraud [REDACTED]

Further Use and Onward Disclosure

- 14. Data obtained from DWP and DfE can only be used for the purposes outlined in this document and may not be shared with any other organisation unless permitted in law and not without the consent of the originating Partner.

Principle 3 - data minimisation

15. Both Partners confirm that the information being shared under this Agreement is the minimum amount of personal data that is necessary to achieve the purposes for which it is being shared. The items to be returned by DfE have now been reduced to the minimum variables, reflecting the application of the data minimisation principle.

Principle 4 - accuracy

16. The data provided by DWP [REDACTED] will be information that has been collated from [REDACTED]. The information on a [REDACTED] [REDACTED] is provided by the claimant. There is the potential for the information to change between download and exchange, due to the claimant making changes on their journal.

The data provided by DfE is information that is provided [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Principle 5 - storage limitation

17. Both Partners will comply with their own procedures for the destruction of customer information according to their own data protection guidelines. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Where fraud has been identified the data file will be retained until the prosecution has concluded and in-line with the departments Information Management Policy.

[REDACTED]

18. If any matched data is used in connection with an investigation about a claimant, it will be retained in accordance with the DWP Information Management Policy.
- DWP and DfE will retain the data file until this exercise has been completed.
 - It is not possible to use only anonymised or pseudonymised data, for this data share as for benefit processing purposes it must be possible to identify the individual to complete the analysis.

Principle 6 - integrity and confidentiality

19. [REDACTED]

19.1 The DfE stores all data securely with restricted access to raw data which includes personally identifiable and special category data. The data is held securely by a combination of software and hardware controls, which meet the ISO27001 standards and the Government Security Policy Framework.

19.2 [REDACTED]. The Department's use [REDACTED] meet all the relevant guidelines for holding and processing personal and restricted data. This includes ensuring the systems comply with the Data Protection Legislation and other relevant legislative obligations that apply to data rated at OFFICIAL-SENSITIVE.

19.3 [REDACTED]

20. Each Partner confirms that, as a minimum, they have considered the risks of the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to any personal data, processed under this Agreement, and have arrangements in place to manage or mitigate these risks. [REDACTED]

Principle 7 - accountability

21. Both Partner will confirm that they can demonstrate compliance with the data protection Principles. Each Partner confirms that the processing covered in this Agreement is already mentioned in the organisations existing central record of processing activities

Rights of data subjects

Right to:	DWP Applies ?	DfE Applies ?	If yes, are any additional actions required. If no, why this right does not apply.
Right to be informed (Article 12, 13, 14)	Y	Y	Existing DWP and DfE notifications are adequate
Access by data subject (Article 15)	Y	Y	DWP has existing processes for allowing claimants access to their data. These would apply to this data sharing. Similarly, the DfE Personal Information Charter provides instructions to data subjects about how to make an individual rights request to the Department. Each request will be considered individually on its merits

			according to standard DfE processes for individual rights requests.
Rectification (Article 16)	Y	Y	DWP has existing processes for claimants to notify us of changes to their data. Similarly, the DfE Personal Information Charter provides instructions to data subjects about how to make an individual rights request to the Department. Each request will be considered individually on its merits according to standard DfE processes for individual rights requests.
Erasure (Article 17)	N	N	Not applicable – When processing under public task
Restriction of processing (Article 18)	N	N	No additional action – When processing under public task
Data portability (Article 20)	N	N	Not applicable – this is because the nature of the processing means that this does not apply.
Object to processing (Article 21)	Y	Y	In certain circumstances.
Automated decision-making and profiling (Article 22)	N	N	No automated decision making, or profiling applies.

Governance and administration

Data Protection Impact Assessments

- 22.** DWP and DfE have both completed a Data Protection Impact Assessment (DPIA) for this data share. The DPIA process is mandatory for new data shares and ensures that it complies with UK GDPR processes. [REDACTED]

Offshoring

- 23.** [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Data processors and sub-processing

24. DWP and DfE will not be using any processing by data processors under contract.

Consultation

25. DWP will consult with our [REDACTED] [REDACTED] for specialist data protection advice. Data subjects or their representatives have not been and will not be consulted before the processing covered by this Agreement commences.

Automated decision-making and profiling

26. There will be no automatic decision making and profiling because of this data sharing.

Freedom of Information Requests

27. Both Partners are subject to the requirements of the Freedom of Information Act 2000 and will assist and cooperate with each other, to enable each to comply with its information disclosure obligations.

Where a Freedom of Information request is received by either Partner to this agreement, which relates to data that has been provided by the other Partner, the Partner receiving the request will notify the other to allow it the opportunity to make representations on the potential impact of disclosure.

Personal data breaches

28. DWP and DfE will follow their own internal processes on the discovery of a personal data breach and advise their own security teams.

29. In addition, each Partner will notify the other immediately of any personal data breach that relates to this data share, initially using the operational contacts shown in Appendix B:
30. In the event of a personal data breach (or where there is reasonable cause to believe that such an incident may arise), both Partners will delay data transfers until the cause or incident is resolved, as authorised by the signatories to this agreement. If the breach cannot be resolved or if - in the view of both Partners – it is very serious, data transfers will stop and will not resume until the signatories to this agreement are satisfied with the security arrangements.
31. Any Partner who decides that a personal data breach that affects or is relevant to the processing under this Agreement must inform the other party within 24 hours before reporting a breach to the ICO within 72 hours.

Dispute Resolution

32. Disputes between the Partners regarding the operation of this agreement will be resolved initially by discussion between the Operational Contacts shown at Appendix B. If the Operational Contacts are unable to resolve the dispute, then the Escalation Contacts should be utilised (as shown in Appendix B).

Review

33. As this is an initial proof of concept there is no requirement for scheduled formal reviews of this DSA.

Termination

34. Any Partner can terminate this DSA, without giving a reason, on expiry of one (1) month's written notice to the other Partner.
35. Any Partner can terminate this DSA with immediate effect, where the other Partner breaches any of its obligations to this DSA.

- 36.** Termination notices should be addressed to the signatories to this DSA.
- 37.** In the event of termination, data will cease to be shared under the terms of this agreement.

Appendix A – Summary of Processing

Description	Details
Subject matter of the processing	[REDACTED]
Duration of the processing	[REDACTED]
Nature and purposes of the processing	[REDACTED]
Type of Personal Data that will be processed	[REDACTED]
Types of Special Category data	[REDACTED]
High risk processing	[REDACTED]
Law enforcement	[REDACTED]
Criminal convictions data	[REDACTED]
Categories of Data Subject	[REDACTED]

Appendix B – Key contact details

<p>Role</p> <p>DSA Author</p>	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	<p>DfE</p> <p>Gary Connell</p> <p>Head of Data Ownership and Data Sharing</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
<p>Data security incident contacts</p>	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	<p>Gary Connell</p> <p>Head of Data Ownership and Data Sharing</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
<p>Dispute resolution contacts</p>	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	<p>Jamie James</p> <p>DfE Head of Data Operations</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
<p>Escalation personnel</p>	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	<p>Jamie James</p> <p>DfE Head of Data Operations</p> <p>[Redacted]</p> <p>[Redacted]</p>

	<p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p>
Right of Access contacts	<p>By email : request via Gov.UK</p> <p>By post Right of Access Gateway Team Post Handling Site A Wolverhampton WV98 2EF</p>	<p>Gary Connell Head of Data Ownership and Data Sharing</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
FOIA contacts	<p>By email : freedom-of-information-request@dwp.gov.uk</p> <p>By post Freedom of Information requests Department for Work and Pensions Caxton House Tothill Street London SW1H 9NA United Kingdom</p>	<p>Gary Connell Head of Data Ownership and Data Sharing</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
DSA operational contacts	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>Gary Connell Head of Data Ownership and Data Sharing</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

Appendix C – List of Data Items DWP is Sharing with the Department for Education.

Please list all the data items you are sharing [REDACTED] in the table below, specify why you are sharing and what legal power allows you to share.

Data item	Justification – why necessary?	What legal power allows you to share?
[REDACTED]	[REDACTED] [REDACTED]	Article 6 (1) (e)
[REDACTED]	[REDACTED] [REDACTED]	Article 6 (1) (e)
[REDACTED]	[REDACTED] [REDACTED]	Article 6 (1) (e)
[REDACTED]	[REDACTED] [REDACTED]	Article 6 (1) (e)

Appendix D – List of Data Items the Department for Education is sharing with DWP

Please list all the data items DWP is receiving [REDACTED] [REDACTED] in the table below, specify why this is necessary and what legal power allows the share.

Data item	Justification – why necessary?	What legal power allows you to share?
[REDACTED]	[REDACTED] [REDACTED]	Article 6 (1) (e)
[REDACTED]	[REDACTED] [REDACTED]	Article 6 (1) (e)

Signatories

Signed by *[should be SCS Senior Responsible Owner]:*



Representing the Secretary of State for Work and Pensions

Name:

Paul Lodge – Chief data Officer

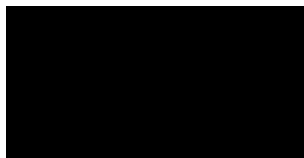
Full contact details:



[insert address, telephone number and email address]



Signed by: *[should be Senior Responsible Owner or equivalent]*



Representing the Secretary of State for The Department for Education

Name: Gary Connell

DfE, Head of Data Ownership and Data Sharing



Full contact details:



Date: 02/10/2023	
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