

# Information Sharing Agreement Between Local Authorities in the South West

For the Sharing of Education  
Information related to tracking  
young peoples' 'participation in  
learning' for 16 – 19 year olds and  
up to 25 for SEN

# **Section 1 - Statement of purpose, responsibilities and method**

## **1.1 Background information**

In order for Local Authorities (LAs) to meet their statutory duties around tracking young peoples' 'participation in learning', Local Authorities need access to timely and reliable data. They need to know where and how their 16 to 19 year old residents are participating. Mechanisms must be in place to support young people if they leave their place of education or employment early and become NEET. Currently each local authority obtains information from the providers (schools, colleges, training providers etc.) in their area but they also need to capture information from institutions and local authorities when young people choose to learn outside of their home area.

Changes to Connexions services across the SW and the requirement since 2010 for local authorities to track all their post 16 students by residency have resulted in challenges for local authorities to meet their tracking and support requirements. Some LAs have taken services in-house, along with the database that holds the information on young people's participation activity, and others commission the service externally.

The importance of agreeing Data Sharing became even greater following a letter in November 2012 from the Education Funding Agency to LAs stating expectations with regard to the Youth Contract.

The SW Forum identified these challenges and agreed that we should work together to share data and information more effectively and support each other in this task. It was recommended that the Local Authorities meet to arrive at a consensus for a Data Sharing Agreement for the South West.

## **1.2 Legal Context for the Agreement**

The Education and Skills Act 2008 places duties on local authorities to:

- Promote the effective participation in education or training of all 16 and 17 year olds resident in their area
- Make arrangements to identify young people resident in their area who are not participating.

These complement local authority's duties to:

- secure sufficient suitable education and training provision for all 16-19 year olds
- to encourage, enable and assist young people to participate in learning

The Act also places duties on educational institutions to:

- Provide relevant information about their pupils to the Local Authority of each pupil's residence, when requested to do so
- Notify local authorities when a young person leaves learning at their institution.

All educational institutions are required to share information with local authorities as part of their duty under the Education and Skills Act 2008

Section 72 of the Education & Skills Act 2008 provides the legal basis for sharing information between local authorities and educational institutions.

Link to relevant section is referenced below:

<http://www.legislation.gov.uk/ukpga/2008/25/section/14>

Only information that is covered by the legislation above will be shared between Local Authorities. Each Local Authority will only receive pupil data for those that live in their area.

### **1.3 Purpose**

This agreement provides a framework for how the South West Local Authorities will share data with each other to provide children and young people with the best start in life and to provide information that will assist in supporting good choices through transition to adulthood.

Local authorities currently collect information from all post 16 education providers that have pupils on roll that are resident in their area. This information sharing agreement will enable Local Authorities to collect information from their own providers and then share it with the LAs of pupil's residence. LAs would then be acting on behalf of other LAs to facilitate exchange of information, as opposed to each LA contacting many providers from their own and neighbouring areas.

### **1.4 Lawful basis for the sharing of personal information**

All information collected and shared must be 'relevant information' about pupils passed from the provider to a local authority as defined in section 72 of the Education and Skills Act 2008:

#### **Subsection 3**

*In subsection 1, "relevant information required by Local Authority" means -*

- (a) The name, address and date of birth of the pupil or student*
- (b) The name and address of a parent of the pupil or student*
- (c) Information in the institution's possession about the pupil or student*

#### **Subsection 4**

*Information within subsection 3(c) must not be provided under subsection (1) if -*

- (a) The pupil or student concerned, in the case of a pupil or student who has attained the age of 16, or*
- (b) A parent of the pupil or student concerned, in the case of a pupil or student who has attained the age of 16.*

Information will be shared in accordance with the Data Protection Act (1998). Under Principle 1 of the Data Protection Act 'fairly and lawfully processed', we will only collect information that we are legally required to and the data subjects will be made aware of the reasons for collecting this information, what we will do with the information collected and who we will share the information with.

Where a young person has instructed an institution not to provide information relating to section 3 (c) (above) this information will not be shared.

Information may be shared between local authorities and education institutions and commissioned service providers in accordance with the statutory requirements set out in the Education and Skills Act 2008: an "Educational Institution" means:

- *a community, foundation or voluntary school,*
- *a community or foundation special school,*
- *a city technology college, a city college for the technology of the arts or an Academy,*
- *a pupil referral unit,*
- *an institution within the further education sector, or*
- *an institution in receipt of funding from the Learning and Skills Council for England, whose functions have now been taken over by the Education Funding Agency and Skills Funding Agency.*

For the purpose of this agreement a "Commissioned Service Provider" means an organisation involved in the delivery of services on behalf of a local authority that "encourage, enable or assist" effective participation education or training. For example a

Connexions service or other youth support service that has been funded to deliver services to young people.

### **1.5 Indemnity**

In consideration of the provision of information in accordance with this Agreement each Authority being a Signatory undertakes to indemnify each of the other Signatories and hold them harmless against any or all costs, liabilities and losses whatsoever incurred; arising out of action or inaction by their authority that results in another party to this agreement being in breach of any of its obligations or duties under the 1998 Act.

### **1.6 Review of Agreement**

This agreement is to be reviewed on an annual basis.

## **Section 2 Requirements on each participant**

### **2.1 How personal information will be shared**

The Data Protection Act requires for personal data to be processed 'fairly and lawfully' as set out in the first of eight data protection principles in the Data Protection Act 1998.

All parties will ensure that they process data fairly and lawfully and will ensure that they adhere to the principles of the Data Protection Act.

All parties will ensure that they have given notification to the Information Commissioner, following their own Authorities Code of Practice/Procedures. They must register the purposes for which the organisation may process data and ensure that the registration is up-to-date and complete, and that the agreed processing described in sections five and six falls within the terms of the notification/ registration.

Each LA must reflect on what has been agreed between LAs when producing data sharing agreements with their commissioned service providers and local education institutions for which they are responsible. All agreements must conform to Data Protection and Quality Assurance requirements.

Any organisation that access information relating to children and young people must be registered under the Data Protection Act 1998 and use personal information in accordance with the requirements of the Act.

Organisations are required to sign relevant Data Sharing Agreements and control documentation which requires them to only access information for specific purposes and to manage data responsibly.

At no time will personal information be passed to any organisation for marketing or sales purposes.

### **2.2 Security and Retention of Information**

Technical and organisational security measures must be in place to ensure a level of security appropriate to the harm that might result from unauthorised or unlawful processing or accidental loss, destruction of or damage to personal data and the nature of the data to be protected. This includes database software and equipment, governing the processing of the personal data and any employees and agents involved in such processing.

Data will be kept fully up to date on a timely basis and at all times during the continuance of this agreement. Data will not be retained any longer than is necessary, and will be destroyed or deleted in accordance with each local authorities own Retention Policy.

### **2.3 Breaches of confidentiality**

Breaches of confidentiality by any agency party to this agreement will be monitored by the Local Authority.

Any breaches of confidentiality must be reported to the Data Controller of the LA immediately upon discovery.

Signatories of this Agreement will make arrangements for a full investigation of any breach with the assistance of an independent agency if required. Outcomes and lessons learned will be appropriately shared with partner organisations.

### **2.4 Data Protection Act 1998**

The key principles of the Data Protection Act are:-

- Personal Data must be processed (e.g. collected, held, disclosed) fairly and lawfully and that processing must satisfy one of the conditions in schedule 2 of the Act. The processing of sensitive data is further protected in that processing must also satisfy at least one of the conditions in schedule 3 of the Act.
- Personal Data shall be obtained and processed for only one or more specific and lawful purpose(s).
- Personal Data shall be adequate, relevant and not excessive in relation to the specified purpose(s).
- Personal Data shall be accurate and kept up to date.
- Personal Data shall not be held for longer than is necessary.
- Processing of Personal Data must be in accordance with the rights of the individual.
- Appropriate technical and organisational measures should protect Personal Data.
- Personal data should not be transferred outside the European Union unless adequate protection is provided by the recipient.

With few exceptions the Data Protection Act 1998 requires anyone processing personal information to register with the Information Commissioner. The registration details include the type of information held, the purpose of use and who the information may be disclosed to. It is therefore essential that anyone considering sharing personal information establishes that their registration covers who they may disclose information to, or what information they may collect (when receiving shared information). If their registration does not cover these matters adequately, amendments must be registered with the Information Commissioner. Contact your organisations Data Protection Officer or person responsible, who will advise you whether the current registration covers.

The first and second principles of the Data Protection Act are crucial when considering information sharing. In basic essence, these require that personal information should be obtained and processed fairly and lawfully and that personal information should only be used for the purpose(s) that it was originally obtained.

Schedules 2 and 3 of the Act set out conditions that must be met before personal information can be processed fairly and lawfully – Schedule 2 for all personal information; Schedule 3 as an additional test for sensitive information. Sensitive information, as defined by the Act concerning:

- Racial or ethnic origins
- Political opinion
- Religious beliefs or other beliefs of a similar nature
- Trade union membership
- Physical or mental health condition

- Sexual life.
- The commission or alleged commission by the data subject of any offence.
- Any proceedings for any offence committed or alleged to have been committed by the data subject, the disposal of such proceedings or the sentence of any court in such proceedings.

In order for there to be no misunderstanding, on anyone's part, it is always advisable for the 'collector' of the information to ensure that the person is made fully aware of their rights, of **why** the information is needed, **what** will be done with it, **who** will have access to it, and **how** long it will be kept for.

## 2.5 Human Rights Act 1998

- Article 8.1. of the **European Convention on Human Rights** (*given effect via the Human Rights Act 1998*), provides that "everyone has the right to respect for his private and family life, his home and his correspondence." This is however, a qualified right i.e. there are specified grounds upon which it may be legitimate for authorities to infringe or limit those rights.
- Article 8.2 of the European Convention on Human Rights provides "there shall be no interference by a public authority with the exercise of this right except as is in accordance with the law and is necessary in a democratic society in the interests of national security, public safety, or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others."

## Section 3 Data specification and procedures for achieving the purpose of the agreement

### 3.1 Data to be shared and timelines

All local authorities will share data **once per month**; in line with DfE data collection points on 13<sup>th</sup>, 14<sup>th</sup>, 15<sup>th</sup> or 16<sup>th</sup>, dependant on month. (Appendix 1) To meet the requirements of the September Guarantee and the Annual Activity Survey additional data is required to be shared – September Guarantee on 16<sup>th</sup> September and Annual Activity Survey on 14<sup>th</sup> October each year.

The data to be shared includes:

- **September Guarantee:** (offer of a place for years 11 and 12 as at 31<sup>st</sup> May each year) – name; address to include postcode; date of birth; previous school/college/provider; UPN (schools only), ULN, course level and title where available and name of educational provider.
- **Annual Activity Survey:** (annual enrolment data for September starts) – name; address to include postcode; date of birth; course start date; previous provider; UPN (schools only), ULN, course level and title where available and name of new provider.
- **Leavers:** (including early leavers and those finishing a short course etc) – name; address including postcode; date of birth; course start date; UPN (schools only), ULN, course level and title where available; leaving date; reason for leaving and destination.
- **Updates on enrolment data:** (updates on those starting short courses, in year or flexible programmes) – name; address including postcode; date of birth; course start date; UPN (schools only), ULN, course level and title where available; previous education provider and the name of new provider.

Other 'relevant information' may be shared if it has been received from the educational institution under section 72 3(c) of the Education and Skills Act 2008.

Data held by all local authorities will be held within their local CCIS database. The database is the management information system used by Local Authorities to collect information regarding young people's activities. The purposes of the database, of its parameters, and how it is used are to enable and assist Local Authorities to exercise their functions in relation to their statutory duties as set out in Section 1 of this agreement.

Data will be shared using the template in Appendix 2.

All data to be shared will be transferred by secure NCCIS system which is run by the DfE. All local authorities have access to NCCIS

## Section 4 LA authorisation and operational contact details

### 4.1 Operational contacts

Should a contact change, the LA concerned, needs to advise all parties of the new contact.

Local Authority	Name	Role	E mail	Telephone number
Bath and North East Somerset	Joe Duncan	Data and Performance Manager, People and Communities		
Bournemouth				
Bristol				
Cornwall				
Devon				
Dorset				
Gloucestershire	Suzanne Freeth-Selway	Performance & Management Information Officer, Prospects	Suzanne.Freeth-Selway@Prospects.co.uk	01452 583614

		<p>Services 92-96 Westgate Street Gloucester GL1 2PE</p> <p><i>Prospects Services are contracted by GCC to manage Youth Support Services to the council.</i></p>		
Isles of Sicily				
North Somerset				
Plymouth				
Poole				
Somerset	<p>Simon Faull Paul Nugent</p>	<p>Lead Advisor  Learning and Achievement Operations Director</p>		
South Gloucester	Bruce Farajian	Information and Research Manager		
Swindon				
Torbay				
Wiltshire	<p>Lynda Cox Head of Performance Management</p> <p>Toby Eliot</p>	<p>Head of Performance Management</p> <p>Data Manager</p>		



**4.2 Signatories to the Agreement**

This agreement has been endorsed by local authority Directors in the South West:

Signed on behalf of Bath and NE Somerset Council,

Address: Guildhall, High Street, Bath, BA1 5AW

Authorised Signatory:

Date .....

Signed on behalf of Bournemouth Borough Council,

Address:

Authorised Signatory:

Date .....

Signed on behalf of Bristol,

Address:

Authorised Signatory:

Date .....

Signed on behalf of Cornwall County Council,

Address:

Authorised Signatory:

Date .....

Signed on behalf of Devon County Council,

Address:

Authorised Signatory:

Date .....

Signed on behalf of Dorset County Council,

Address:

Authorised Signatory:

Date .....

Signed on behalf of Gloucester County Council,  
Address: Shire Hall, Westgate Street, Gloucester GL1 2TG



Authorised Signatory:  
Date Tuesday, 18 June 2013

Signed on behalf of Isles of Scilly,  
Address:

Authorised Signatory:  
Date .....

Signed on behalf of North Somerset,  
Address:

Authorised Signatory:  
Date .....

Signed on behalf of Plymouth City Council,  
Address:

Authorised Signatory:  
Date .....

Signed on behalf of Poole Borough Council,  
Address:

Authorised Signatory:  
Date .....

Signed on behalf of Somerset County Council,  
Address: County Hall, The Crescent, Taunton, Somerset, TA1 4DY

Authorised Signatory:

Date .....

Signed on behalf of South Gloucestershire,

Address: Council Offices, Castle Street, Thornbury, Bristol, BS35 1HF

Authorised Signatory:

Date .....

Signed on behalf of Swindon,

Address:

Authorised Signatory:

Date .....

Signed on behalf of Torbay,

Address:

Authorised Signatory:

Date .....

Signed on behalf of Wiltshire County Council,

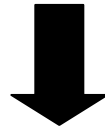
Address: Bythesea Road, County Hall, Trowbridge, BA14 8JN

Authorised Signatory:

Date .....

**Appendix 1**

The following table provides the dates to be used for sharing data between local authorities. Please use the 'Due Date' column below.



<b>Month</b>	<b>Month ending</b>	<b>Due Date</b>	<b>Performance Monitoring tables available via NCCIS website</b>
April	30 April 2013	16 May 2013	23 May 2013
May	31 May 2013	14 June 2013	20 June 2013
June	30 June 2013	15 July 2013	22 July 2013
July	31 July 2013	15 August 2013	22 August 2013
August	31 August 2013	16 September 2013	23 September 2013
September	30 September 2013	14 October 2013	21 October 2013
October	31 October 2013	14 November 2013	21 November 2013
November	30 November 2013	13 December 2013	20 December 2013
December	31 December 2013	14 January 2014	21 January 2014
January	31 January 2014	14 February 2014	21 February 2014
February	28 February 2014	14 March 2014	21 March 2014
March	31 March 2014	16 April 2014	23 April 2014

## Appendix 2

Need to design the data fields required – in line with CCIS fields which reflects the text in the agreement