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**Document control**

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| **Title:** | External Data Sharing Agreement |
| **Description:** | An agreement that sets out the responsibilities of the parties one to the other with regarding to the sharing of personal data. |
| **Author:** | L Miller/N Casling |
| **Sponsor** | Ben Hewkin |
| **Document Status:** | Signed-off |
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| **Creation date:** | 22/04/2021 |

# Bristol City Council (BCC) External Data Sharing Agreement

Once signed a copy of this agreement should be sent to data.protection@bristol.gov.uk

Person primarily responsible for the operation of this agreement:

|  |
| --- |
| Olivia Procter-Moore Holiday Activities and Food (HAF) Grants Coordinator  |

Data owners agreeing the sharing arrangement:

|  |  |  |
| --- | --- | --- |
| Name and role/position | Organisation | Date of agreement (\*) |
| Thomas Jarvis Project Manager - Learning City | Bristol City Council  |  |
| Olivia Procter-Moore Holiday Activities and Food Grant Co Ordinator  | Bristol City Council  |  |
|  |  |  |
| **Name of data owner**  | **Name of HAF funded organisation**  |  |
|  |  |  |
|  |  |  |

#### (\*) Agreement will normally be electronic/via a confirmatory email

This Agreement sets out the framework for the sharing of Personal Data when Controllers (the Data Discloser/s) disclose/s Personal Data to [another Controller OR other Controllers] (the Data Receiver/s). It defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.

## Business reasons for sharing

1.1 This Agreement is necessary in order to fulfil the funding criteria as set out by the Department for Education in relation to the Holiday Activities and Food (HAF) programme. The HAF programme aims to provide activities and nutritious food during the school holidays to young people in receipt of free school meals.

1.2 It will serve to benefit individuals and society by ensuring that those in receipt of free school meals and other vulnerable groups have access to free holiday activities and food via the HAF programme

## 2. Parties to this data sharing agreement

* 1. Bristol City Council incorporated and registered in England and Wales with company number whose registered office is at Bristol City Council, City Hall, PO Box 3399, Bristol BS1 9NE (Data Discloser & Receiver)
	2. [ Insert FULL COMPANY NAME] incorporated and registered in England and Wales with company/charity number [NUMBER] whose registered office is at [INSERT REGISTERED OFFICE ADDRESS] (Data Discloser & Receiver)

The Parties agree to share and use the Personal Data on terms set out in the Agreement.

## 3. Agreed terms

The following definitions and rules of interpretation apply in this Agreement.

1. Agreed Purposes: has the meaning given to it in clause 5 of this Agreement.
2. Agreement: this Agreement, which is a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.
3. Deletion Procedure: has the meaning given to it in clause 11 and Schedule 3 to this Agreement.
4. Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); [and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party].
5. Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.
6. Shared Personal Data: the personal data [and special category personal data] to be shared between the parties under clause 6 of this Agreement.
7. Subject Access Request: the exercise by a data subject of his or her rights under Article 15 of the UK GDPR and the DPA 2018.

**Controller**, **Processor**, **Data Subject** and **Personal Data**, **Processing,** “special category data”, “criminal offence data” and "appropriate technical and organisational measures" shall have the meanings given to them in the Data Protection Legislation.

* 1. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
	2. The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.

## 4. Purposes of sharing the data

4.1 The Holiday Activities and Food (HAF) Programme aims to provide free activities, nutritious meals and food education, to those in receipt of free school meals, during the school holidays for young people aged 4-16. To find out more please visit [Holiday activities and food programme 2022 - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/holiday-activities-and-food-programme/holiday-activities-and-food-programme-2021#overview)

The Parties agree to only process Shared Personal Data as described in this Agreement for the following Agreed Purposes:

* To evaluate the number of young people accessing the HAF programme over the duration of the funding.
* To verify which young people accessing the programme are in receipt of free school meals.
* To improve evaluation of the funding and better understand its impact
* To ensure that funding is targeted towards children and young people who are in receipt of free school meals

## 5. Data to be shared and the lawful basis for this processing

5.1 The Shared Personal Data must be the minimum amount necessary to be shared to achieve the Agreed Purposes.

5.2 Each Party shall ensure that it processes the Shared Personal Data lawfully and fairly in compliance with Data Protection Legislation.

5.3 Each Party shall ensure that it has legitimate grounds under Data Protection Legislation for the processing of Shared Personal Data.

5.4 Each Party shall ensure that it provides clear and sufficient information to the Data Subjects about this data sharing including the Agreed Purposes for which this Shared Personal

Data is processed and the legal basis for such Processing and other information required by Data Protection Legislation.

5.5 The Personal Data to be shared and the lawful bases for sharing Personal Data under this Agreement are listed in the table below.

|  |  |  |  |
| --- | --- | --- | --- |
| Legal Basis for sharing Personal Data for Agreed Purposes  | Categories of Personal Data shared under this basis | Additional information | Source of the data |
|  |  |  |  |
| Art.6(1)(e) Sharing 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  | Full Name Date of Birth Address School Name Unique Pupil Numberfree school meal status  | [Holiday activities and food programme 2022 - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/holiday-activities-and-food-programme/holiday-activities-and-food-programme-2021#payments-and-reporting) | Collected from the data subject provided by funded organisations  |
| Other |  |  |  |

## 6. Security arrangements for sharing data

* 1. The Shared Personal Data will only be shared between the Parties using agreed secure methods:
1. Sharepoint Online collaboration area hosted by Bristol City Council
2. Password encrypted spreadsheet
	1. The Parties undertake to have in place throughout the term of this Agreement, appropriate technical and security measures to:
3. prevent:
	1. unauthorised or unlawful processing of the Shared Personal Data; and
	2. the accidental loss or destruction of, or damage to, the Shared Personal Data
4. ensure a level of security appropriate to:
	1. the harm that might arise from such unauthorised or unlawful processing or accidental loss, destruction or damage: and
	2. the nature of the Shared Personal Data to be protected.

The Parties shall keep such security measures under review and shall carry out such updates as they agree are appropriate throughout the term of this Agreement.

* 1. It is the responsibility of each Party to ensure that its staff members are appropriately trained to and handle and process the Shared Personal Data in accordance with the agreed security measures and required to keep Shared Personal Data confidential.

7. Personal Data Breaches and reporting procedures

* 1. The Parties shall each comply with its obligation to report a Personal Data Breach to the Information Commissioners Office and Data Subjects where applicable and shall each inform the other parties of any such Personal Data Breach/ irrespective of whether there is a requirement to notify the Information Commissioners Office or Data Subject(s)
	2. The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.
* If any of the Parties to this Agreement:
1. Becomes aware of any unauthorised or unlawful processing of any relevant Shared Personal Data or that any relevant Shared Personal Data is lost or destroyed or has become damaged, corrupted or unusable;
2. Becomes aware of any security breach; or
3. Believes any security feature has been revealed to or obtained by any unauthorised person,
* They shall without delay notify the other Parties to this Agreement and fully co-operate with the other Parties to remedy the issue as soon as reasonably practicable, and in any event within 24 hours of identification of any potential or actual loss so the Parties may provide such assistance to each other as is necessary to allow the handling of any Personal Data Breach in a compliant manner.
* Bristol City Council’s Information Governance team must be contacted within 24 hours at data.protection@bristol.gov.uk
* The Primary Contact at the external organisation(s) must be contacted within 24 hours
* The Parties confirm they have in place their own guidance that must be followed in the event of a data security breach.

## Data Subjects’ rights

8.1 The Parties shall each comply with its obligations in relation to Data Subjects’ rights, including the provision of a privacy notice which gives details of this data sharing.

8.2 The Parties each agree to provide such assistance as is reasonably required to enable the other party to comply with requests from Data Subjects to exercise their rights under Data Protection Legislation.

## Data retention and deletion

9.1 Personal Data shared with a Party who is Data Receiver of that Shared Personal Data shall not be retained or processed by that Party for longer that in necessary to carry out the Agreed Purposes.

9.2 Parties shall retain Shared Personal Data in accordance with any applicable statutory or legally required periods.

* 1. Data Receivers shall ensure that any Shared Personal Data is returned to the Data Discloser or destroyed in accordance with the agreed Deletion Procedure in Schedule 1 when this Agreement comes to an end and/or when the processing of the Shared Personal Data is no longer necessary for the purposes for which it was originally shared.
	2. Data should be deleted after 6 years of receiving the data, in line with Bristol City Councils retention schedule.

9.4 The Data Receiver shall notify the Data Discloser when the Shared Personal Data has been deleted in accordance with this Agreement.

## 10. Transfers of shared data

10.1 For the purposes of this clause, transfers of Personal Data shall mean any sharing of Personal Data by the Data Receiver with a third party, and shall include, but is not limited to, the following:

 a) subcontracting the processing of Shared Personal Data

10.2 If the Data Receiver appoints a third party Processor to process the Shared Personal Data it shall comply with data protection legislation in relation to that appointment and shall remain liable to the Data Discloser for the acts and/or omissions of the processor.

10.3 The Data Receiver shall not disclose or transfer Shared Personal Data outside the EEA

## 11. Data Quality

11.1 The Parties agree to use compatible datasets and to record all Shared Personal Data using the same methods set out in Schedule 2

11.2 It is the responsibility of all Parties to update information as and when amendments become known to them, subject to compliance with Data Protection Legislation,

11.3 The Data Discloser shall ensure that Shared Personal Data are accurate.

11.4 Where a Party becomes aware of inaccuracies in the Shared Personal Data, they will notify the other Party.

* 1. Shared Personal Data must be limited to the Personal Data as described in this Agreement.

## 12. Review timetable

12.1 Parties shall review the effectiveness of this Agreement every 12 months and on the addition or removal of a Party and when a Personal Data Breach is notified to the Parties. The Parties shall continue, amend or terminate the Agreement depending on the outcome of this review.

12.2 The review of the effectiveness of the Agreement will include:

 a) assessing whether the purposes for which the Shared Personal Data is being processed are still the Agreed Purposes listed in this Agreement.

 b) assessing whether the Shared Personal Data is still as listed in this Agreement

 c) assessing whether the framework governing legal basis for processing, data quality, retention and Data Subjects’ rights are being complied with; and

 d) assessing whether Personal Data Breaches involving the Shared Personal Data have been handled in accordance with this Agreement and the applicable legal framework.

## 13. Disputes

13.1 In the event of a dispute or claim arising under this agreement the Parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.

13.2 The Data Disclosers and Data Receiver undertake to indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of this Agreement

## 14. Risk assessments

Likelihood: 4 = Almost Certain; 3 = Likely; 2 = Unlikely; 1 = Rare

Impact: 7 = Critical; 5 = Major; 3 = Moderate; 1 = Minor

Priority score (= Probability \* Impact): Purple (28); Red (14-21); Amber (6-12); Green (1-5);

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Description**(inc. consequence and impact on project) | **Likelihood** | **Impact** | **Priority** | **Countermeasure / Risk response**(inc. contingency) | **Residual** |
| **Likelihood** | **Impact** | **Priority** |
| **Risks of sharing information:** |
| Information will be lost or disclosed in transit from the existing location to the sharing location | 1 | 3 | **9**  | Uploading to secure Sharepoint online collaboration area Or using password protected spreadsheets  | 1 | 1 | **2** |
| Information will not be protected adequately at the shared location | 2 | 3 | **6** | Using password protected spreadsheets Only essential staff having access to shared drive Uploading to secure Sharepoint online collaboration area  | 1 | 1 | **2** |
| Combined information resulting from sharing will be more sensitive that the component parts and won’t be adequately protected. | 4 | 3 | **12** | Combined information will be held in a secure online area as a spreadsheet If someone is looking to access their personal information, they will be given an email address provided on the privacy notice. This is controlled by Olivia Procter-Moore and Thomas Jarvis who will monitor all activity in the shared online area  | 1 | 1 | **2** |
| Shared information will be passed on inappropriately to other people or situations | 1 | 3 | **3** | Only those who have access to the password and specified email address shall be able to access this data. Passwords are only shared between essential staff members Only those who are named on the grant application or subsequently added to the grant mailing list are considered essential staff | 1 | 1 | **2** |
| Shared information will not be disposed of properly at end of life. | 1 | 3 | **3** | Data files held within Bristol City Council systems will be removed in 6 years in accordance with the record retention schedule. These files are automatically deleted Files held by funded organisations will be deleted in line with the 6 year retention period | 1 | 1 | **2** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Description**(inc. consequence & impact on project) | **Likelihood** | **Impact** | **Priority** | **Countermeasure / Risk response**(inc. contingency) | **Residual** |

|  |
| --- |
| **Risks of not sharing information:** |
| Critical case management information is not disclosed.  | 4 | 7 | 7 | Information is disclosed between relevant parties  | 1 | 2 | 2 |
| New business processes do not take into account information needs  | 2 | 3 | 6 | Processes are continually being updated to ensure information needs are taken into consideration  | 1 | 3 | 3 |
| Critical business information is not available/accessible  | 4 | 7 | 28 | Information is made available to inform strategic decisions Information is made available in a timely manner to ensure adequate planning  | 1 | 2 | 2 |
| Information is not available to the right people at the right time | 4 | 3 | 12 | Deadlines have been put in place to ensure that data is shared in a timely manner | 1 | 2 | 2 |
| Partnership objectives not met | 4 | 7 | 28 | Data collection will ensure that partnership objectives are met and information can be used to improve strategic decisions  | 1 | 2 | 2 |
| Reduced coordination of activities | 4 | 7 | 28 | Data will be received in adequate to ensure future funding is received on time.  | 1 | 2 | 2 |

**N.B. If the risk matrix above identifies any “residual score” of 12-16 a privacy impact assessment must be considered, and the Statutory Data Protection Officer recommendations sought prior to commencement of the data share arrangement.**

#### 15. Signatories

The undersigned hereby agree to comply with the above protocol.

**Signatures**

|  |  |  |  |
| --- | --- | --- | --- |
|  Organisation | Nominated Officer | Signature | Date |
| Bristol City Council | Olivia Procter-Moore Information Asset Owner | Olivia Procter-Moore | 20/07/2022 |

**Signatures**

|  |  |  |  |
| --- | --- | --- | --- |
|  Organisation | Nominated Officer | Signature | Date |
|  |  |  |  |

## Schedule 1

**Deletion Procedure**

Shared Personal Data will be deleted in line with the following procedure.

|  |  |  |  |
| --- | --- | --- | --- |
| **Category of Personal Data** | **deleted by Data Receiver** | **Method/Standard of return or destruction or deletion or return** | **Timeframe of return, destruction or deletion** |
| Full Name Date of Birth Address School NameUnique Pupil Number free school meal Status | **Deleted by Data Receiver** | Data permanently deleted on council SharePoint online  | Shared spreadsheets shall be transferred onto the Sharpoint online area and original will be deleted. Sharepoint online area will be automatically deleted after 6 years since upload date  |
| Full Name Date of Birth Address School NameUnique Pupil Number free school meal Status | **Deleted by the independent data controllers**  | Data permanently deleted on funded organisations system  | Data should be deleted 6 years in line with Bristol City Council retention schedule.  |

###### The Data Receiver shall notify the Data Discloser when the Shared Personal Data has been deleted in accordance with this procedure, within 1 month of its deletion.

## Schedule 2

#### Data Quality

**[Set out the common method by which Shared Personal Data is to be recorded, to include a description of the agreed datasets**

**A template example of how to present data will be shared with all funded organisations.**

**Example below:**

