

Data Sharing Agreement

Undertaking for Supply of Data

This is an agreement between:

The Skills Development Scotland Co. Limited, incorporated under the Companies Acts (Company Number SC202659) and having its principal place of business at Alhambra House, 45 Waterloo Street, Glasgow, G2 6HS ("SDS")

And

(**Council** a local authority established in terms of the Local Government etc (Scotland) Act 1994 and having its Principal Offices at [

] ("the Council") ("the Council")

This Data Sharing Agreement ("this DSA") covers the exchange of data between SDS and the Council for the purpose of producing statistical analysis, carrying out research or improving service delivery as relevant to the responsibilities and roles of both organisations.

This DSA sets out the principles to which the Council and SDS will work. The specific datasets covered by this DSA, are attached at Annex B.

SDS and the Council hereby agree as follows:

- 1 Only data as described in part 1 of Annex A is required.
- 2 The party to whom data has been provided pursuant to this DSA ("the Receiving Party") undertakes to:
 - 2.1 use the data provided exclusively for the purpose of producing statistical analysis, carrying out research or improving service delivery as relevant to its responsibilities and role, complying fully with restrictions described in part 2 of Annex A
OR
use the data provided exclusively for the purpose described in Annex B
 - 2.2.1 comply fully with the other restrictions detailed in part 3 of the Annex A, in relation to the data provided;
 - 2.3 process and store the data abiding by all obligations conferred by the Data Protection Act 1998, the Human Rights Act 1998 or any other statute or under common law; and
 - 2.4 as and when requested to do so by the other party to this DSA, provide to that party confirmation that it is complying with its obligations referred to in Clause (5) 2.3.
- 3 The Receiving Party shall comply and ensure all staff employed by them, agents, subcontractors, partners, representatives or others acting on behalf of them who are working with this data as described in part 2 of Annex A, will also comply with the conditions as detailed within this agreement.

- 4 Both parties agree that they will ensure that fair processing notices are provided to data subjects and reflect the data which is to be shared with the partner.

- 5 Each party recognises that data subjects may have withheld consent to the sharing of their data and that such data will not be provided except in aggregated and anonymised form.

Signed

For the Council:

For Skills Development Scotland:

Name:

Name:

Job Title:

Job Title:

Signature:

Signature:

Date:

Date:

Annex to the agreement between The Skills Development Scotland Co. Limited and the Council

Part 1

Data to be provided

- the Council requires those datasets as listed in Annex B section 1
- SDS requires those datasets as listed in Annex B section 2.

Part 2

Data uses:

1. The Receiving Party will use the data only for appropriate purposes being:-
 - a) the production of statistical analysis,
 - b) the carrying out of research, and/or
 - c) the improving or modifying of service delivery either generally or specifically to a data subject which is relevant to its responsibilities and/orfor any additional purpose described in Annex B.
2. The Receiving Party may make the data available to third parties who have entered into an agreement with the Receiving Party being in substantially similar terms to those of this DSA.
3. The data should only be used in connection with the task specified, and when no longer required should be deleted from IT and storage systems, together with any derived datasets. The data should be held securely and arrangements should be in place to ensure that no third party can access it.

Part 3

1. This DSA will be reviewed regularly with the aim of evaluating the effectiveness of the data exchange process, the appropriateness of the use made of the data and whether any amendments to the DSA are required. The next review will happen in [date] and will take place between representatives of SDS and the Council.

a) List of datasets

LA Code

LA Name

CS School Ref

School Name

Seed Code (Scottish)

CS Client Ref

SCN

Forename

Surname

Preferred Forename

address

Postcode

telephone (land line)

Gender

DoB

Consent to share data with LAs (Y/N)

Statutory Leaving Date

Risk of Negative Destination - identified by SDS (Y/N)

Current Status - Code

Current Status - Start date

Current Status - End date

Current Status - Engagement

SLDR category

Intention - Leaving Date

Intention - Destination (drop down 1-4 Fife)

16+ LC Offer - Date Accepted by the Person

16+ LC Offer - Destination Code

16+ LC Offer - Organisation Type

16+ LC Offer - Organisation Name

16+ LC Offer - Made

16+ LC Offer - Start Date

16+ LC Offer - Conditional Y/N

16+ LC Offer - Second Offer Required Y/N

16+ LC Offer Notes

qualification

latest destination start date

current destination (weeks)

duration since last pos destination (weeks)

last positive status

College name (college)

College identifier (college)

Student ID (college)

date of confirmed withdrawal from college

status at college (college)

course outcome (college)

onward progression post-course (college)

enrolment - start date (college)

enrolment - mode of attendance (college)

enrolment - year of course (college)

enrolment - length of course (college)

enrolment - course code (college)

enrolment - course title (college)

enrolment - course level (college)

offer - start date (college)

offer - course code (college)

offer - course title (college)

offer - course level (college)

application - start date (college)

application - course code (college)

application - course title (college)

application - course level (college)

b) Purpose other than an appropriate purpose

none

c) Data retention schedule (LA)

To be inserted by Local Authority

d) Additional agreement(s)

none

a) List of datasets

LA Code

LA Name

School Name

class

guidance teacher

Seed Code (Scottish)

SCN

School MIS Ref

School Roll Status Code

Forename

Surname

Preferred Forename

Preferred Surname

address

Postcode

telephone (land line)

Gender

DoB

Consent to share data with SDS (Y/N)

Year Group

Coordinated support plan (Y/N)

Looked After Status (Y/N)

Young Carer (Y/N)

IEP (Y/N)

Transition Plan (Y/N)

Shared Assessment of Needs Record exists (Y/N)

Risk of Negative Destination - identified by LA

Risk Assessment R,A,G status (for LAs using the 'Glasgow Risk Assessment'

Risk - Additional Support Needs (Y/N)

Getting it Right for Every Child – (Integrated Assessment Single Plan) (Y/N)

EMA (Y/N)

School Admission date

School Leaving Date

Current Status - Code

Current Status - Start date

Current Status - End date

Current Status - Engagement

SLDR category

Intention - Leaving Date

Intention - Destination (drop down 1-4 Fife)

as at 28/04/11 Version 3_4_1

16+ LC Offer - Date Accepted by the Person
16+ LC Offer - Destination Code
16+ LC Offer - Organisation Type
16+ LC Offer - Organisation Name
16+ LC Offer - Made
16+ LC Offer - Start Date
16+ LC Offer - Conditional Y/N
16+ LC Offer - Second Offer Required Y/N
16+ LC Offer Notes
Activity Agreement - Referred Y/N
Activity Agreement - Previously Engaged Y/N
Activity Agreement - Offered Y/N
Activity Agreement - Signed Up Y/N
Activity Agreement - Declined Y/N
Activity Agreement - Completed/Left Early - Dropdown
Activity Agreement - Date Started

b) Purpose other than an appropriate purpose

none

c) Data retention schedule (SDS)

- c i) Held on live data systems for no longer than two years past 20th birthday, or two years past last recorded update about an individual, whichever is the later. Then archived.
- C ii) Held archived for five years from date of archiving. Then deleted.
- C iii) Archived Records for European Social Fund (ESF) Beneficiaries.
- C iv) As an exception to the above, data for ESF beneficiaries will be held archived for 5 years from date of archiving or three years from data of final ESF payment, whichever is the later date.

d) Additional agreement(s)

none