

Data Sharing Agreement

Between

South Gloucestershire Council

&

[EDUCATION PROVIDER HERE]

Dated: DD/MM/YYYY

1. The Parties

This data sharing agreement (the 'Agreement') is entered into between: South Gloucestershire Council (The 'Council'), and [EDUCATION SETTING NAME HERE] (the Education Setting) together referred to as "the Parties"

2. Purpose of the Data Sharing

The purpose of this Agreement is to provide a clear framework for the lawful sharing of personal data between the Parties to support statutory and operational functions, including but not limited to:

- safeguarding and promoting the wellbeing of children, young people and their families;
- education provision, attendance, and inclusion;
- special educational needs and disabilities (SEND);
- children's services and early help; and
- compliance with statutory duties placed on each of the Parties

This Agreement documents data sharing arrangements that are well established in practice.

3. Legal and Regulatory Framework

This Agreement is informed by and operated in accordance with, but is not limited to:

- UK General Data Protection Regulation (UK GDPR);
- the Data Protection Act 2018;
- the Children's Act 1989, the Children Act 2004 and Children and Families Act 2014;
- the Education Acts 1996, 2002 and 2011;
- the School Standards and Framework Act 1998;
- the ICO Data Sharing Code of Practice;
- the Care Act 2004;
- Working Together to Safeguard Children 2023; and
- Keeping Children Safe in Education.

The Parties Acknowledge that information sharing under this agreement supports current statutory functions and is also aligned with emerging national policy and anticipated legislative reform relation to children's services and education.

In particular, the parties recognise the Families First Partnership approach and the proposed Children and Wellbeing Schools Bill as setting out a future framework for strengthened multi-agency cooperation, early intervention and information sharing to support the welfare of children and young people.

The Parties acknowledge that the Children's Wellbeing and Schools Bill is not yet in force and does not currently impose legal obligations at the time of signing this agreement. Nothing in this agreement relies upon the Children's Wellbeing and Schools Bill as a lawful basis for processing personal data, any reference to this Bill is included to reflect anticipated statutory direction and future proof information sharing.

4. Scope of the Data Sharing

Personal data may be shared where it is necessary, relevant and proportionate to the purposes set out in this Agreement.

The data shared may include, but is not limited to:

- Pupil identifiers (name, date of birth and address)
- Attendance, exclusions, and attainment data
- Parent or carer details
- Safeguarding, child protection, and early help information
- SEND assessments, plans and related correspondence
- Special category personal data including health, social care, and disability related information where required

The Parties agree to apply data minimisation, ensuring that only the minimum amount of data necessary is shared between one another.

The Parties acknowledge that personal data may be shared under this Agreement to support the delivery of Families First Partnership. Data sharing for Families First Partnership shall be limited to information that is necessary and proportionate to enable effective collaboration between the Parties and relevant partner organisations, namely, the Integrated Care Board and the Police.

The Parties understand that the Council oversee the Families First Hub, where information can be shared freely for the above purposes between the partner organisations and their staff in order to facilitate an efficient and holistic early help and support network.

5. Lawful Basis for Processing

The Parties acknowledge that personal data is shared under this agreement in accordance with UK GDPR. Both Parties are independently responsible for ensuring that they have their own legal basis for sharing data.

The primary lawful bases relied upon by the Council include:

- Article 6(1)(c) – processing is necessary for compliance with a legal obligation;
- Article 6(1)(e) – processing is necessary for the performance of a task carried out in the public interest of in the exercise of official authority.

Where special category data is processed, the Parties will rely on an appropriate condition under Article 9(2) of the UK GDPR, together with a corresponding condition under Schedule 1 of the Data Protection Act 2018, including the requirement for an appropriate policy document where applicable.

6. Roles and Responsibilities

Each party acts as an independent controller in respect of the personal data it processes.

Each party is responsible for:

- Determining the purposes and means of its own processing;
- Ensuring compliance with data protection legislation;
- Maintaining records of processing activities; and
- Ensuring all staff are appropriately trained and aware of their responsibilities in regard to data protection.

This Agreement does not establish a joint controller or processor relationship.

7. Data Quality and Accuracy

Each party will take reasonable steps to ensure that personal data shared is accurate, up to date and relevant at the time of sharing. Where inaccuracies are identified the Parties will cooperate to correct or update the information where appropriate.

8. Information Security and Data Handling

Each Party shall implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the nature, sensitivity and volume of the personal data shared under this Agreement, in accordance with Article 32 UK GDPR.

Where personal data is shared for purposes connected to safeguarding, children's services SEND or other statutory functions, the Parties acknowledge that such data may be subject to enhanced security requirements.

The parties agree to align, so far as reasonably practicable, with the Department for Work and Pensions (DWP) Security Standard, including requirements relating to:

- Access control and user authentication;
- Secure handling, storage and transmission of personal data;
- Staff vetting, training and confidentiality obligations;
- Incident management and reporting procedures;
- Physical and electronic security controls.

The Education Setting confirms that it has appropriate policies, procedures, and controls in place to protect personal data and that these are applied consistently to any data shared under this Agreement.

Personal data shall only be accessed by authorised personnel, who require access to the information for the performance of their role, and access shall be restricted on a role-based basis. Data shall not be transferred to an individual or organisation who is not party to this agreement.

Data shared under this Agreement shall be transferred using secure methods. Personal data must not be transferred using unencrypted or insecure channels unless an alternative lawful and risk-assessed method has been agreed in advance by the Parties.

Each party shall take reasonable steps to ensure that any systems used to process personal data shared under this Agreement are kept secure, supported and up to date, including the application of relevant security patches and updates.

In the event that a Party is unable to meet a specific DWP Security Standard Requirement, that Party shall ensure that equivalent alternative safeguards are in place which provide an appropriate level of protection for the personal data shared.

Each party shall promptly notify the other of any security incident or personal data breach involving data shared under this Agreement, in accordance with the breach notification provisions set out in Section 10 of this agreement.

9. Retention and Disposal

Each party will retain personal data shared under this Agreement only for as long as necessary to fulfil their statutory and operational requirements.

Retention will be in accordance with Party's approved retention schedules and applicable legislation.

Personal data will be securely deleted or destroyed when no longer required.

10. Personal Data Breaches

Each party will maintain appropriate procedures for identifying, managing and reporting personal data breaches.

Where a data breach involves data shared under this Agreement, the affected Party will notify the other without undue delay and in any event within 48 hours, where such notification is necessary to manage the incident or meet statutory obligations.

Each party remains responsible for reporting breaches to the ICO where required.

11. Data Subject Rights

The parties will respect and uphold the rights of individuals under UK GDPR.

Each Party is responsible for responding to data subject requests relating to data it controls.

Where appropriate, the Parties will cooperate to ensure that requests are handled lawfully and within the required timeframes as set out by Data Protection Law.

Each Party will ensure that individuals are provided with clear and accessible privacy information explaining how their personal data is processed and shared.

Privacy information will reference information sharing between the Education Setting and Local Authority where relevant.

12. Information Sharing with Partner Organisations

Where necessary to support statutory functions, safeguarding, early help or multi-agency working, personal data shared under this Agreement may be shared onward with relevant partner organisations, including:

- The Integrated Care Board
- NHS
- The Police
- Charities and Voluntary Community and Social Enterprise organisations for the purpose of providing early help support to children and families.

The Parties agree that any onward sharing of information will only be disclosed to organisations that have technical and organisation security in place that align with the DWP Security Standards.

Any onward sharing must be lawful, necessary and proportionate, and limited to the minimum personal data required for the intended purpose.

Onward sharing does not permit routine or unrestricted disclosure. Where appropriate, additional information-sharing agreements or protocols may apply.

13. Monitoring and Review

This agreement will be reviewed on a two-yearly basis to ensure that it remains accurate, lawful and effective.

It will continue to apply to the parties and/or their statutory successors unless replaced or terminated.


14. Contact and Governance

Each Party shall nominate a contact point for data protection and information governance matters relating to this Agreement below:

Name	Address	Email
Data Protection Officer	Council Offices, Badminton Road, Yate, Bristol, BS37 5AF	DPO@southglos.gov.uk
[EDUCATION SETTING NOMINATED CONTACT]		

15. Signatures

This Agreement is entered into by the Parties on the date of the last signature below, and shall remain in force in accordance with its terms. The signatories confirm that they are authorised to enter into this Agreement on behalf of their respective organisations.

For Local Authority Use:	
Name:	Nicole Deane,
Signed on behalf of:	South Gloucestershire Council
Job Title:	Information Governance Legal Officer
Signature:	
Date	06/05/2026

For the Education Setting use:	
Name:	
Signed on behalf of:	
Job Title:	
Signature:	
Date	