



Department
for Education

**Data Sharing Agreement (DSA) for the
sharing of data**

between

**the Department for Education (a data
controller)**

and

Home Office (a data controller)

**In Respect of the Exchange
Of Information**

DfE (data controller) and third party (data controller)

30th July 2018



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1. Participants

Contact details:

Department for Education (“the DfE”)
Sanctuary Buildings
Great Smith Street
London
SW1P 3BT

Home Office (“the Third Party”)
2 Marsham Street,
London
SW1P 4DF

Email: [REDACTED]

Email: [REDACTED]

Participants and role of the data share

The DfE is a data controller of the data to be supplied to the Third Party. It processes the data for purposes described in its information management charter and relevant privacy notice. The DfE information management charter and ESFA privacy notice, together with contact details for the DfE’s data protection officer, are published here:

<https://www.gov.uk/government/organisations/department-for-education/about/personal-information-charter>

<https://www.gov.uk/government/publications/esfa-privacy-notice>

The Third Party requires the data as a data controller. It processes the data for purposes described in its relevant privacy notice.

The data share is necessary to enable the Third Party to understand apprenticeship activity within it’s sector, including apprenticeship numbers.

2. Formalities

This DSA will come into effect on **18th January 2019** (*This will be the date that the DSA is signed by both Participants.*)

The date of the review of this DSA is **August 2019**

Governance for data share approval

The DfE has approved the sharing of personal data through its Data Sharing Approval Panel (DSAP) to establish that any sharing of personal data under this DSA is legally compliant and in line with GDPR principles. As part of this approvals process officials, including senior data and legal experts, assess the application for public benefit, proportionality, Data minimisation, legal underpinning, and that the strict information

security standards we enforce have been satisfied. DfE's aim is to be transparent about all requests and we publish details regarding all personal level Data sharing.

Monitoring and reviewing arrangements

The arrangements described in this DSA will be reviewed as described above or sooner where a variation of arrangements is requested or the DfE or the Third Party serves notice to suspend sharing under the terms of the DSA. Where a material variation to the DSA is requested (for example, where there is a request to vary the data to be shared by the DfE or the purpose for which the data will be processed by the Third Party), then that request will be referred to the DSAP for further approval.

3. Nature and classification of the data share

The data, which includes Special Category Data as defined in Data Protection legislation is described in Annex A of the DSA.

The data is shared in accordance with the frequency described in Annex A of the DSA.

In accordance with the HM Government classification scheme, the data is classified and labelled as OFFICIAL – SENSITIVE

4. Permitted uses of the data in respect of this DSA

The Third Party agrees only to process the data for the purposes set out in Annex A. Where the Third Party seeks to process the data for purposes other than those described in Annex A, it will obtain the prior written agreement of the DfE and a variation to Annex A will be recorded.

5. Data protection

Each Participant agrees to ensure it complies with its obligations under the General Data Protection Regulation (2018) (GDPR), Data Protection Act 2018 and related data protection legislation in relation to its control of the data shared under the DSA including, but not limited to, ensuring the data is processed:

- lawfully, fairly and in a transparent manner in relation to individuals;
- for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation');
- accurate and, where necessary, kept up to date;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed;
- in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental

loss, destruction or damage, using appropriate technical or organisational measures

Each Participant acknowledges that, as a controller of the data, it is responsible for, and must be able to demonstrate compliance with, its accountability responsibilities under Article 5 of the GDPR in relation to the data shared under the DSA

6. Legal basis for processing data

A legal basis for sharing the personal data was established by the addition of a data sharing clause within the apprenticeship agreements for employers and providers, at Clause 11.3 in the document at the following link:

<https://www.gov.uk/government/publications/apprenticeship-funding-legal-agreement-to-enablespending>

The processing of the personal and sensitive data by the DfE and the OGD 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 as laid out in Article 6(1)(e) of the General Data Protection Regulations.

The DfE and the Third Party are legally obliged to handle personal data according to the requirements of the GDPR, the Data Protection Act 2018 and the Human Rights Act (HRA) 1998, along with any other relevant legislation.

The data is processed by the DfE in accordance with the Apprenticeship, Skills Children and Learning Act 2009.

Lawful conditions for processing personal data

The DfE and the Third Party each processes the data for the purposes described in the DSA in performance of the DfE and Third Party's respective public tasks.

Processing data on behalf of the Third Party

The Third Party is permitted to contract with another party to process the data on its behalf, subject to the Third Party ensuring the other party is contractually required only to process the data on behalf of the Third Party in accordance with the terms and conditions in this DSA and details of the other third party are notified in Annex D.

The right to respect for private and family life

The data will be processed by the Third Party only in accordance with the lawful basis set out in this agreement and any contact that is necessary with a data subject as part of the Third Party fulfilling its purpose in processing the data will minimise intrusion.

Common law duty of confidentiality

Both Participants acknowledge that they owe a Common Law Duty of Confidentiality in relation to its processing of the data. This Duty does not give rise to an absolute right, and an obligation of confidence can be overridden where it can be demonstrated that it is in the public interest to disclose the information. Each party acknowledges an overriding public interest in ensuring that it can fulfil its statutory duties by processing the data as described in the DSA.

Publication of data

Unless otherwise agreed as part of this data sharing agreement, this agreement does not extend to the further sharing or publication of the data.

Where agreement to publish data is provided, the Third Party must only publish data in such a form as to prevent identification or re-identification of individuals. The DfE will provide instruction on the format to be applied in any permitted publication of data.

7. Processing requirements

Fairness

The data is required by the Third Party to enable it to widen participation and social mobility in apprenticeships – to ensure that more people from a diverse range of backgrounds have access to the benefits of apprenticeships at all levels. This includes setting targets for apprenticeship starts for people of BAME (black, Asian and ethnic minority) backgrounds.

Privacy notices

Both Participants shall ensure that their respective Privacy Notices, as referred to in Section 1 of the DSA, sufficiently describe the data sharing activity specified in the DSA, including the purpose of the processing and the lawful basis for the processing.

Data minimisation

Only the minimum of personal data is to be processed by the Participants to fulfil their respective purposes. Where either party identifies that the data includes personal data that exceeds the minimum necessary in order to enable the Third Party to fulfil its purpose, the DfE or Third Party should notify the other party in order to vary arrangements in order to minimise its further processing of personal data.

Accuracy of data

Each participant will maintain systems and processes to maintain the accuracy and integrity of the data.

Method of delivery of data

The data is to be transmitted by the DfE to the Third Party using a method commensurate with the classification, volume and sensitivity of the data.

The data is sent by the DfE to the key recipient for the Third Party in a suitably encrypted and password protected file. The password to access the file is only supplied separately to the key recipient of the Third Party after the key recipient acknowledges safe receipt of the encrypted file.

Where the key recipient for the Third Party cannot accept the encrypted file as described above due to technological constraints, the data is transmitted by the DfE using an alternative securely encrypted process to afford the Third Party restricted access to the data.

Key recipient of data

The Third Party will provide details of the key recipient of the data in Annex C of the DSA. The key recipient must be an employee of the Third Party. It is the responsibility of the Third Party to ensure that the most up-to-date details of the key recipient are supplied to the DfE.

8. Handling of requests in relation to the data

Each Participant is responsible for handling a data protection Subject Access Requests (SAR) that it receives from individuals who are the subject of the shared data in accordance with its obligations under the GDPR, Data Protection Act 2018

Each Participant is responsible for handling a request for information under the Freedom of Information Act 2000 (FOIA) in accordance with its obligations under the FOIA.

9. Data security

Systems and processes used in processing the data

The DfE will ensure that the data, when processed for its own purposes as a data controller, is processed in accordance with the security requirements under the HM Government Security Policy Framework. The policy applied by the DfE can be accessed here:

<https://www.gov.uk/government/publications/security-policy-framework>

The Third Party will process the data as a controller of the data only for the purposes in this DSA using systems and processes to safeguard the data in accordance with its legal obligations, the classification of the data, and the security policy requirements for protection of personal data required of the Third Party.

The Government's policy to safeguard the data can be accessed here:

<https://www.gov.uk/government/publications/security-policy-framework>

- The DfE and OGD will ensure that all staff with access to data are aware of their responsibilities on data security and handling and know the processes to follow in the event of an incident.
- The DfE and OGD will provide training and guidance on the restricted access available to those specified employees accessing the personal data.

- The OGD will not share or publish any personal data it receives as part of this agreement with any third party (including sub-contractors) without the prior clearance / approval of the DfE. For external data requests please contact the Further education statistical dissemination team; contact details can be found here:
- **<https://www.gov.uk/government/collections/further-education-and-skills-statistical-first-release-sfr>**
- All figures in any internal reports produced by the OGD must be suppressed using a rounding convention as follows:
 - all numbers rounded to the nearest 10, totals rounded to the nearest 100
 - for numbers of learners fewer than five (including zero) this will be replaced by a dash “-“
- The use of rounding and suppression rules means that numbers within a category may not add up exactly to the totals shown.
- The OGD will only process the personal data for as long as it is required for the purposes for which it is shared, and will securely delete the personal data when it is no longer required.
- The OGD will regularly monitor the need for specified employees to access the personal data and will remove access as soon as access is no longer required.
- Where access to the personal data is made available and controlled by the DfE, the DfE will remove access to specified employees of the OGD upon notification from the OGD.
- Any complaints made to the OGD by any data subject or third party regarding the processing of the personal data by the DfE, including the ESFA, will be notified to the DfE within 3 working days.
- Any complaints made to the DfE by any data subject or third party regarding the processing of the personal data by the OGD will be notified to the OGD within 3 working days.
- The OGD will be responsible for control of the personal data, as specified in Annex A, to ensure that its processing is in only accordance with this Data Sharing Agreement. It will only share the personal data with relevant related public bodies as set out in Annex D, and only for the purposes and in accordance with the terms and conditions of this Data Sharing Agreement

Retention and destruction of data

The Third Party shall only retain the data as long as necessary in order to fulfil its purpose for processing the data in accordance with the DSA, and is responsible for the secure destruction of the data by no later than 30th September 2021.

Onward disclosure of data

Both Participants will ensure that only people who have a genuine business need to see the data will have access to it for the purposes set out in this DSA.

Assurance of compliance

The Third Party, as a data controller of the data, is responsible for assuring itself of any other contracted third party's compliance with GDPR, the Data Protection Act and any other relevant legislation in relation to the contracted third party processing the data on behalf of the Third Party.

Security breaches, security incidents, loss or unauthorised disclosures of data

Each Participant is responsible for the management of a security breach, security incident, loss or unauthorised disclosure of data in relation to its control of the data shared under this DSA, including any notification to the Information Commissioner.

A security breach is a situation where the rules on handling and protecting information or equipment have been broken.

A security incident is a situation which results in the loss or theft of, or unauthorised access to, the parties involved in data sharing or equipment.

Examples of serious security breaches, incidents, loss or unauthorised disclosure may include, but are not limited to:

- accidental loss or damage to information;
- damage or loss of information by means of malicious software/hacking;
- deliberate or knowingly disclosure of information to a person not entitled to receive the information; emailing classified/sensitive information to personal email accounts;
- leaving classified/sensitive papers in a unsecure or publicly accessible area;
- using social networking sites to publish information which may bring either Participant's organisations into disrepute.

The designated points of contact in Section 1 of the DSA are responsible for notifying the other Participant in writing in the event of loss or unauthorised disclosures of information within 24 hours of the event.

The designated points of contact will discuss and agree the next steps relating to the incident, taking specialist advice where appropriate. Such arrangements will include (but will not be limited to) containment of the incident and mitigation of any ongoing risk, recovery of the information, and assessing whether the DPO / Information Commissioner and/or the data subjects will be notified. The arrangements may vary in each case, depending on the sensitivity of the information and the nature of the loss or unauthorised disclosure.

Where appropriate and if relevant to the incident, disciplinary misconduct action and/or criminal proceedings will be considered.

10. Issues, disputes and resolution between participants

Any issues or disputes that arise as a result of exchange covered by this DSA must be directed to the relevant contact points listed in Annex C. Each Participant will be responsible for escalating the issue as necessary within their given commands.

Where a problem arises it should be reported as soon as possible. Should the problem be of an urgent nature, it must be reported by phone immediately to the designated business as usual contact (listed in annex C) and followed up in writing the same day. If the problem is not of an urgent nature it can be reported in writing within 24 hours of the problem occurring.

11. Costs / charging

There are no charges made to one Participant by the other as a direct result of this DSA.

12. Termination

This DSA may be terminated by giving three months' notice by either Participant.

Both Participants to this DSA reserve the right to terminate this DSA with three months' notice in the following circumstances:

- by reason of cost, resources or other factors beyond the control of the DfE
- if any material change occurs which, in the opinion of the DfE and the Third Party following negotiation significantly impairs the value of the data sharing arrangement in meeting their respective objectives.

Upon termination, the data held by the Third Party will be retained only for as long as necessary.

In the event of a significant security breach or other serious breach of the terms of this DSA by either Participant the DSA will be terminated or suspended immediately without notice.

13. Signatories

Department for Education

Name: [REDACTED]
Position: [REDACTED]

Signature of head of business area:

[REDACTED]

Date: 18th January 2019

Home Office

Name: [REDACTED]
Position: [REDACTED]

Signature of head of business area:

[REDACTED]

Date: 18th January 2019

Annex A – Data to be shared

1. the purposes for which the data will be processed by the Third Party

As part of obtaining cross-Government clearance for the apprenticeship 2017 to 2018 funding policy, a number of Government departments gave clearance on the condition that DfE would share data with them to enable them to understand apprenticeship activity within their sectors, including apprenticeship numbers. Ministers have asked other Government departments (OGDs) with large numbers of public sector bodies to produce delivery plans setting out how they will support and monitor their progress to meet the public sector apprenticeships target. Departments, including DfE, have maintained that access to Apprenticeship Service (AS) data will help them to achieve this. DfE has therefore been asked to provide this data to a range of Government departments.

The information includes sensitive personal data. One of the key objectives of the Apprenticeship programme is to widen participation and social mobility in apprenticeships – to ensure that more people from a diverse range of backgrounds have access to the benefits of apprenticeships at all levels. This includes setting targets for apprenticeship starts for people of BAME (black, Asian and ethnic minority) backgrounds.

The data is processed by the Third Party in accordance with a legal basis for sharing the personal data was established by the addition of a data sharing clause within the apprenticeship agreements for employers and providers, at Clause 11.3 in the document at the following link:

<https://www.gov.uk/government/publications/apprenticeship-funding-legal-agreement-to-enablespending>

Number of achievements for apprenticeships on an annual basis by name of Apprenticeship Service account and parent department.

Funding and spend data for apprenticeships

For all of the above, data will only be provided for public sector bodies that have been identified by the parent department as a related Government body.

OGDs will, as controllers of the personal data, only share the personal data with other related public bodies for the purposes and under the terms and conditions of this Data Sharing Agreement.

Named employees of the OGD, as specified in Annex C will be provided with access to the personal data

2. description of the data to be shared

Data will be produced in Comma Separated Values (CSV) format and delivered by File Transfer Protocol (FTP) to the OGD, using the contact details specified in Annex C.

| Year(s) | Data Required | Funding Model(s) | Collection(s) | Field Name(s) |
|---|-----------------------|------------------|--|--|
| 16/17 17/18 18/19 19/20 20/21 | Apprenticeship starts | | 16/17 SN13 16/17 SN14 17/18-20/21 SN04, SN06, SN10, SN14 | <input type="checkbox"/> Academic Year <input type="checkbox"/> Quarter <input type="checkbox"/> Region <input type="checkbox"/> Type of apprenticeship – framework or standard <input type="checkbox"/> Apprenticeship description <input type="checkbox"/> Level of apprenticeship – level 2, 3, 4 etc. <input type="checkbox"/> Age of apprentices at start (by group) <input type="checkbox"/> Gender <input type="checkbox"/> Ethnicity <input type="checkbox"/> Learning Difficulties and/or Disabilities (LLDDHealthProb.) <input type="checkbox"/> Training provider (UKPRN and name) <input type="checkbox"/> Name of the AS account (From AS) <input type="checkbox"/> Name of legal entity (From AS) <input type="checkbox"/> Workplace name (Bluesheep) <input type="checkbox"/> Parent department |



| | | | | |
|-------|------------------------------|------------------------|--------------------------|---|
| 16/17 | Apprenticeship participation | 16/17 SN13 | <input type="checkbox"/> | Academic Year |
| 17/18 | | 16/17 SN14 | <input type="checkbox"/> | Quarter |
| 18/19 | | | <input type="checkbox"/> | Region |
| 19/20 | | 17/18-20/21 | <input type="checkbox"/> | Type of |
| 20/21 | | SN04, SN06, SN10, SN14 | <input type="checkbox"/> | apprenticeship – framework or |
| | | | <input type="checkbox"/> | standard |
| | | | <input type="checkbox"/> | Apprenticeship description |
| | | | <input type="checkbox"/> | Level of apprenticeship – level 2, 3, 4 etc. |
| | | | <input type="checkbox"/> | Age of apprentices at start (by group) |
| | | | <input type="checkbox"/> | Gender |
| | | | <input type="checkbox"/> | Ethnicity |
| | | | <input type="checkbox"/> | Learning Difficulties and/or Disabilities (LLDDHealthProb.) |
| | | | <input type="checkbox"/> | Training provider (UKPRN and name) |
| | | | <input type="checkbox"/> | Name of the AS account (From AS) |
| | | | <input type="checkbox"/> | Name of legal entity (From AS) |
| | | | <input type="checkbox"/> | Workplace name (Bluesheep) |
| | | | <input type="checkbox"/> | Parent department |
| 16/17 | Number of achievements | Annual only – | <input type="checkbox"/> | Academic Year |
| 17/18 | | SN14 | <input type="checkbox"/> | Quarter |
| 18/19 | | | <input type="checkbox"/> | Region |
| 19/20 | | | <input type="checkbox"/> | Payment Month |
| 20/21 | | | <input type="checkbox"/> | Name of the AS account (From AS) |
| | | | <input type="checkbox"/> | Parent department |
| | | | <input type="checkbox"/> | Name of legal entity (From AS) |
| | | | <input type="checkbox"/> | Workplace name (Bluesheep) |



In line with
collections for
apprenticeship
starts and
participation

Total Training
Cost

Total Payments

- In line with
collections for
apprenticeship
starts and
participation
- Academic Year
Quarter
 - Region
 - Name of the AS
account (From
AS) Parent
department
Name of legal entity
(From AS)
 - Workplace name
(Bluesheep)
 - Funding band at
start of
apprenticeship
 - Type of
apprenticeship –
framework or
standard
 - Apprenticeship
description
 - Level of
apprenticeship –
level 2, 3, 4 etc.
 - Funding Source (e.g.
digital account funds,
government
coinvestment,
employer
contribution, 16-18
funding, English and
Maths payment)
 - Transaction Type
Payment Month

SN04 Apprenticeship data reported so far for the first quarter of the academic year

SN06 Apprenticeship data reported so far for the first two quarters of the academic year

SN10 Apprenticeship data reported so far for the first three quarters of the academic year

The table below explains how the statistical data release relates to the academic year.

SN14 Final apprenticeship data for the full the academic year

3. schedule for sharing data i.e. frequency / any agreed dates etc.

Data will be produced in Comma Separated Values (CSV) format and delivered by File Transfer Protocol (FTP) to the OGD, using the contact details specified in Annex C.

Data will be available on a quarterly basis, following DfE statistical releases.

Statistical release dates are published at the following link:

<https://www.gov.uk/government/organisations/department-for-education/about/statistics>

Annex B – Data quality

This management information will never be able to accurately count the total number of employees a public sector body has, and as such cannot accurately show a public sector body's progress against the Public Sector Apprenticeship Target. The OGD (and those with whom it shares the data in accordance with this Data Sharing Agreement) should bear this in mind when using the information for monitoring purposes.

There are a number of reasons why this management information and the annual statutory returns data that public sector organisations are required to provide will not align. The table below aims to set out the reasons:

| Question: | Management information | Public sector body target returns |
|--|---|---|
| Which public sector bodies are included? | Includes apprenticeships funded through levy only Public sector bodies that have been identified by the parent department and can be found on the Apprenticeship Service (AS). As the DfE is reliant on matching the list provided by departments to the self-declaration on the AS. There will be some public sector | These are based on public sector bodies with 250 or more employees who supply a return to DfE |



| | | |
|--------------------------|---|--|
| | bodies for which no data can be supplied. | |
| How is a start defined? | Based on training dates Over academic year (August to July) | Based on employment dates Over financial year (April to March) |
| Who is being counted? | Apprenticeship starts/participation from ILR/Apprenticeship Service | Public sector body returns which show: <ul style="list-style-type: none"> • Apprentices starting work • Employment starts • Headcount of Apprentices at end of year • Headcount of Employment at end of year |
| Is the target being met? | Not possible to arrive at true levels or ratios. | Counts total number of employees, so can be used to see if public sector target is being met. |

Annex C - Details of key recipient for the Third Party

The personal data will be shared with the name of the person specified below. Please provide an alternative contact in case of need. Contacts must be contracted employees of the OGD, and the email address must be a GOV.UK email address for that OGD.

Name and position in organisation of the person requesting data:

[REDACTED]

Alternative contact name(s) and position in organisation
Email Address(es):

[REDACTED]

It is the responsibility of the OGD to ensure this information is regularly reviewed and to inform the DfE of any change in contact details.

Annex D - Details of third party with whom a Third Party contracts to process data on its behalf

Not Applicable

Annex E - Organisations with whom the OGD will share data

OGD to Insert below the names and other relevant details to identify the public bodies with whom it seeks to share personal data, together with details of the terms and conditions on which the data under their control will be shared.

Names and details of public bodies with whom the OGD proposes to share the Aggregate data:

Police
Fire

It will be the responsibility of the OGD to ensure that the personal data under their control is only shared under the terms and conditions set out in this Data Sharing Agreement.