



Information Sharing Agreement in connection with Derbyshire County Council (or successor organisation) and Schools, Academies, Independent Schools and Multi Academy Trusts

Document Status

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Version History

Date Issued	Version	Status	Reason for change
01/01/2011	1.0	Original	
01/06/2016	2.0	Draft	Updated to reflect organisational, legislative and system changes and
07/10/2016	2.1	Final	Legal Service comments incorporated into final document
20/09/2017	2.2	Reviewed	Next review date amended and updated s3.9 to include CME statutory guidance on sharing in year starters/leavers data
27/10/2017	2.3	Update	Changed review period guidance to reflect three year review period
13/07/2020	3.0	Update	Rewritten incorporating GDPR and DPA 2018 changes. Document scope changed to include school/academy/trust to school/academy/trust data sharing as well as data sharing with council All sections updated
	4.0	Update	Removed references to FFT and QCDA. Scope of agreement in section 3.2 now includes sharing data for quality assurance purposes and school meal debt recovery purposes
09/06/2026	5.0	Update	Reformatted and re numbered. Inserted clause on controls on use of AI notetakers (see clause 12.1.6 and appendix 2). Removed references to Derbyshire Partnership Forum and RM Integris system, Included Independent Schools as parties to agreement. Added reference to home to school transport to section 4 scope (see clause 4.2.6)

1 DEFINITIONS AND INTERPRETATION

1.1 The definitions which apply in this ISA are as follows:

Agreed Purpose has the meaning set out in clause **Error! Reference source not found.** of this ISA;

Commencement Date means the date at the top this ISA;

Criminal Offence Data means personal data relating to criminal convictions and offences;

Data Controller has the meaning set out in the Data Protection Legislation;

Data Processor has the meaning set out in the Data Protection Legislation;

Data Protection Impact Assessment means an assessment by a Data Controller of the impact of the envisaged Processing on the protection of Personal Data;

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Data (Use and Access) Act 2025; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant authority and applicable to a party;

Expiry Date means Next Document Review/End Date

Extended Expiry Date means the expiry date of any Extension Period;

ISA means this Information Sharing Agreement;

Lawful Bases for Sharing means the lawful basis or bases described in clause 7 of this ISA;

Personal Data has the meaning set out in the Data Protection Legislation;

Processing has the meaning as set out in the Data Protection Legislation and “Process” and “Processed” shall be construed accordingly;

Public Authority has the meaning as set out in section 7 of the Data Protection Act 2018;

Shared Personal Data means the Personal Data to be shared between the Parties under this ISA;

Special Categories of Personal Data has the meaning set out in the Data Protection Legislation;

Staff means all employees, workers, agents, consultants, or volunteers of each Party;

Third Country has the meaning given to it under the UK GDPR;

Term means the period from the Commencement Date to the Expiry Date, or where extended, up to the Extended Expiry Date or if terminated earlier in accordance with Clause 16 up to the date of termination. means the period from the Commencement Date to the Expiry Date, or where extended, up to the Extended Expiry Date or if terminated earlier in accordance with Clause 16 up to the date of termination.

UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018

1.2 Other acronyms within the agreement may include:

DfE	Department for Education
DCC	Derbyshire County Council
EHCP	Education Health and Care Plan
NCER	National Consortium of Examination Results
SEND	Special Educational Needs and Disabilities
STA	Standards and Testing Agency
UK GDPR	UK General Data Protection Regulation

1.3. A reference to one gender shall include a reference to the other genders

1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.6 References to clauses are to the clauses of this ISA.

1.7 Clause headings shall not affect the interpretation of this ISA.

2 INTRODUCTION

- 2.1 This Information Sharing Agreement (ISA) has been developed to facilitate partnership working between the partners identified in 2.1 below (Parties). This ISA identifies the legal powers and methods of sharing information in order to achieve common goals for the benefit of the Derbyshire Area.
- 2.2 This ISA outlines the need for the Parties to work together to ensure that Personal Data is securely shared in compliance with the Data Protection Legislation for the purposes outlined in section 4.
- 2.3 All Parties to this Agreement should ensure that all of their Staff who are affected by it are aware of its contents and the obligations it creates between the Parties signed up to it.

3 THE PARTIES

- 3.1 The Parties committed to this ISA are:

Derbyshire County Council of County Hall, Smedley Street, Matlock, Derbyshire, DE4 3AG, ICO Registration Number Z4829614 ("The Council") or successor organisation

Any **school/academy/independent school or multi academy trust** who sign up to this agreement (thereafter referred to as the 'Academy/School/Trust'), who have the role of Data Controller (**each a "Party" and together the "Parties"**)

- 3.2 The Parties acknowledge that for the purposes of the Data Protection Legislation they are each separate and independent Data Controllers
- 3.3 It will be the responsibility of these Parties to ensure that they:
- have realistic expectations from the outset
 - maintain ethical standards
 - have a process by which the flow of information can be controlled
 - provide appropriate training
 - have adequate arrangements to ensure compliance with the ISA
 - meet the requirements set out in the Data Protection Legislation and any other relevant legislative requirements
 - provide to each other Party such cooperation as may reasonably be required to assist that other party in compliance with its obligations under the Data Protection Legislation

4 BACKGROUND AND SCOPE OF THIS ISA

- 4.1 The purpose of this data sharing agreement is to enable the Council and the Academy/School/Trust to share information, in compliance with relevant Data Protection Legislation, to fulfil their statutory duties in regard to the education and welfare of all children/young people for whom they are responsible (“The Agreed Purpose”).
- 4.2 The Agreement covers the sharing of Personal Data and Special Category Data, about Data Subjects, as defined by the UK GDPR and the Data Protection Act 2018, and non-personal information for the following reasons:
 - 4.2.1 the statutory duties on the Council to ensure there are sufficient school places in their area, promote high education standards, ensure fair access to educational opportunity and promote the fulfilment of every child’s educational potential. The Council must also promote diversity and increased parental choice.
 - 4.2.2 the Council has a duty to ensure all children of compulsory school age receive and attend suitable educational provision under Education Act 1996.
 - 4.2.3 Academy/School/Trust share information directly with each other relating to pupils who transfer from one setting to another, particularly in relation to attainment, attendance, SEND, health/wellbeing and safeguarding data. Data may also be shared where siblings attend different academies/schools to each other where necessary to ensure that safeguarding duties are carried out.
 - 4.2.4 the Council and Academy/School/Trust have statutory duties in relation to the safeguarding of children/young people
 - 4.2.5 the Council and Academy/School/Trust have statutory duties in relation to supporting children and young people who are eligible for SEND related provision.
 - 4.2.6 the Council and Academy/School/Trust may share information that is necessary and proportionate for the assessment, planning, commissioning and delivery of home to school transport and post-16 transport services, including information relating to a child's or young person's medical needs, disabilities, SEND, mobility requirements, behaviour, risk assessments and emergency care arrangements where required to ensure safe and appropriate transport provision and to enable the Council to fulfil its statutory transport duties. In all cases, only the minimum information necessary for the safe provision of transport should be shared.

- 4.2.7 the Council and Academy/School/Trust have statutory duties in relation to the promoting the education, employment and training of young people which requires the exchange of data and the use of information not otherwise available to either organisation.
- 4.2.8 the Council and Academy/School/Trust share information to support processes relating to statutory school census, school workforce census, Early Years Foundation Stage, Phonics, and other key stage pupil attainment data.
- 4.2.9 the Council uses data shared for pupil level and aggregated analysis to monitor pupil outcomes comprehensively at county level and associated aggregated spatial levels.
- 4.2.10 the Council uses data shared to identify where pupils have transferred so as to make the task of tracking vulnerable pupils more secure and also to ensure appropriate services are extended to pupils needing additional support e.g., for reasons of health, exclusions, attendance or transport.
- 4.2.11 the DfE requires evidence that academies/trusts have agreements in place with the Council to share additional data items from Pupil Census, such as sessional attendance data, that will enable the Council to support vulnerable children.
- 4.2.12 The Academy/School/Trust may share information relating to pupils who have transferred from one setting to another for the purpose of quality assuring intervention work undertaken with pupils or for debt recovery e.g., school meal payment arrears.
- 4.2.13 all parties' responsibilities to ensure there is no misuse of public funds
- 4.3 Parties signing up to this Agreement acknowledge that it provides a secure framework for the sharing of information.
- 4.4 The Parties are committed to ways of co-ordinating their safeguarding services, to act as a strategic leadership group in supporting and engaging others and to implement local and national learning including from serious child safeguarding incidents. Guidance that drives the work of the partnership includes [Working together to safeguard children - GOV.UK](#), [Keeping children safe in education - GOV.UK](#) and [Children's social care national framework - GOV.UK](#).

- 4.5 The parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in this Clause 4 of the ISA (Agreed Purpose).
- 4.6 Details of information sharing processes that the Parties will engage in can be found in Appendix 1 and in the information sharing schedules.
- 4.7 The following key documents provide the main local and national framework for the purpose of information sharing for this agreement; however, other statutes and guidance may also apply:
- 4.7.1 UK GDPR & Data Protection Act 2018 [Data protection: The UK's data protection legislation - GOV.UK](#) – The main legislative framework for confidentiality and information sharing issues. The legislation stipulates the principles that must be followed when personal or special category data is processed by organisations. The legislation stipulates the conditions under which information may be shared.
 - 4.7.2 [Data Protection Act 2018/Part 3 \(legislation.gov.uk\)](#) - Covers concerns requirements and guidance for processing of data relating to administration of justice (prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties), prevention of fraud.
 - 4.7.3 [Data \(Use and Access\) Act 2025 \(legislation.gov.uk\)](#) - Amends and supplements the UK GDPR and Data Protection Act 2018, introducing changes to the UK's data protection framework and supporting responsible data use and sharing whilst maintaining data protection safeguards.
 - 4.7.4 [Human Rights Act 1998 \(legislation.gov.uk\)](#) - This Act incorporates Article 8 of the European Convention of Human Rights which provides that everyone has the right to respect for their private and family life, home and correspondence.
 - 4.7.5 [The Caldicott Principles - GOV.UK](#) – Caldicott Guidance applies to all NHS organisations and local authority Social Services Departments.
 - 4.7.6 [Crime and Disorder Act 1998 \(legislation.gov.uk\)](#) - The Crime & Disorder Act 1998 is the primary legislative tool, common to all crime reduction protocols.
 - 4.7.7 [Children Act 1989 \(legislation.gov.uk\)](#) & [Children Act 2004 \(legislation.gov.uk\)](#) The Acts stipulate requirements to safeguard and promote children's welfare, along with agencies working together.

- 4.7.8 [Children and Social Work Act 2017, Chapter 2 \(legislation.gov.uk\)](#) – amended the Children Act 2004 to improve joint work at the local level to safeguard children and enabling better learning at the local and national levels to improve practice in child protection
- 4.7.9 [Working together to safeguard children - GOV.UK](#) - statutory guidance setting out what organisations and agencies that have functions relating to children, must and should do to safeguard and promote the welfare of all children and young people under the age of 18 in England.
- 4.7.10 [Education Act 1996 \(legislation.gov.uk\)](#) – The primary legislation governing education in England, including duties relating to the provision of education and the welfare of children, supporting information sharing where necessary.
- 4.7.11 [School Standards and Framework Act 1998 \(legislation.gov.uk\)](#) – Establishes the framework for school organisation, admissions and standards, supporting collaborative working between agencies to promote pupil welfare and attainment.
- 4.7.12 [Education Act 2002 \(legislation.gov.uk\)](#) – Places duties on schools, governing bodies and local authorities to safeguard and promote the welfare of children, including the sharing of information where necessary to fulfil these responsibilities.
- 4.7.13 [Education and Inspections Act 2006 \(legislation.gov.uk\)](#) – Strengthens duties on schools and local authorities in relation to pupil wellbeing, behaviour and safeguarding, reinforcing the need for appropriate information sharing.
- 4.7.14 [Education and Skills Act 2008 \(legislation.gov.uk\)](#) – Raises the participation age in education or training and supports multi-agency working to monitor and support young people, including appropriate data sharing.
- 4.7.15 [Apprenticeships, Skills, Children and Learning Act 2009 \(legislation.gov.uk\)](#) – Introduces provisions relating to the education and training of young people and strengthens arrangements for supporting children and learners, including information sharing.
- 4.7.16 [Education Act 2011 \(legislation.gov.uk\)](#) – Reforms the education system and reinforces safeguarding duties placed on schools, including appropriate handling and sharing of information.

- 4.7.17 [Children and Families Act 2014 \(legislation.gov.uk\)](https://www.legislation.gov.uk) – Introduces reforms for children and young people with special educational needs and disabilities (SEND), requiring coordinated multi-agency working and lawful information sharing between education, health and social care services.
- 4.7.18 [Keeping Children Safe in Education \(KCSIE\) GOV.UK](https://www.gov.uk) – Statutory guidance issued by the Department for Education setting out the legal duties that schools must follow to safeguard and promote the welfare of children. The guidance emphasises the importance of timely, accurate and proportionate information sharing between relevant agencies where necessary to protect children and support their wellbeing.
- 4.7.19 [Education \(Information About Individual Pupils\) \(England\) Regulations 2013 \(legislation.gov.uk\)](https://www.legislation.gov.uk) – Provides the legal framework governing the collection, maintenance, disclosure and transfer of information relating to individual pupils. The Regulations permit the sharing of specified pupil information with authorised bodies and agencies for education, safeguarding, welfare, statutory assessment, and other lawful purposes, subject to applicable data protection requirements.
- 4.7.20 [Special Educational Needs and Disability \(SEND\) Code of Practice: 0 to 25 Years \(2015\) GOV.UK](https://www.gov.uk) – Statutory guidance for organisations working with children and young people with special educational needs and disabilities. The Code promotes coordinated multi-agency working between education, health and social care services and requires the appropriate sharing of information to support assessment, planning, provision, review processes and positive outcomes for children and young people with SEND.
- 4.7.21 [Children's Wellbeing and Schools Act 2026 – \(legislation.gov.uk\)](https://www.legislation.gov.uk) and [Information Sharing Duty - GOV.UK](https://www.gov.uk) – The Parties acknowledge the statutory Information Sharing Duty introduced by section 16LA of the Children Act 2004 (as inserted by the Children's Wellbeing and Schools Act 2026). Where a Party holds information, it considers relevant to safeguarding or promoting the welfare of a child and considers that sharing the information may facilitate another relevant person's safeguarding functions or services, the Parties will ensure that such information is shared in a lawful, necessary and proportionate manner, subject to any statutory exemptions and having regard to the best interests of the child.
- 4.7.22 This list is not exhaustive, and all parties must ensure compliance with any additional relevant legislation, statutory guidance, and local policies applicable to their functions.

- 4.8 This Agreement has been formulated to provide guidance and support around the exchange of information between the Parties for the purposes set out above. All Parties need to recognise any information shared must be justified, proportional and necessary, and appropriate; however, the need to process data fairly should not lead to fears around sharing information to safeguard, protect and reduce crime, disorder and fear.
- 4.9 It does not cover any processing of personal data where the Council is acting as the Data Processor of the personal data from an academy/school/trust, usually for a subscription (traded) service. There will be separate data processing clauses and schedules in agreements for these services which are compliant with UK GDPR/Data Protection Act 2018 legislation.

5 COMPLIANCE WITH THE DATA PROTECTION LEGISLATION

- 5.1 Each Party shall comply with all the obligations imposed on a Data Controller under the Data Protection Legislation.
- 5.2 Each Party warrants and undertakes that it will:
- 5.2.1 Process the Shared Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments that apply to its Personal Data Processing operations;
 - 5.2.2 Respond within 2 working days and as far as reasonably possible to enquiries from the Information Commissioner in relation to the Shared Personal Data;
 - 5.2.3 Respond to a request from a Data Subject in accordance with the Data Protection Legislation;
 - 5.2.4 Where applicable, pay the appropriate fees to the Information Commissioner to Process all Shared Personal Data for the Agreed Purpose;
 - 5.2.5 Take all appropriate steps to ensure compliance with the security measures set out in clause 12 of this ISA;
 - 5.2.6 Not disclose or transfer Shared Personal Data outside the UK unless it complies with the obligations set out in clause 0 of this ISA;
- 5.3 Any Party sharing Shared Personal Data warrants and undertakes that it is entitled to provide the Shared Personal Data to the recipient Party and will ensure that the Shared Personal Data are accurate.

5.4 All Parties will maintain complete and accurate records and information to demonstrate compliance with this ISA and the Data Protection Legislation.

5.5 The Parties agree to use compatible technology for the Processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from Personal Data transfers.

5.6 The following terms of use will be applicable to this agreement:

5.6.1 The information will only be used:

- to support the delivery of educational provision to and welfare of children/young people attending the Academy/School/Trust
- to allow the Council to meet its statutory obligations to support and provide children's services across Derbyshire that improve the life outcomes of Derbyshire children, particularly those from vulnerable groups
- to allow schools and the Council to protect public funds.

5.6.2 For any new information sharing activities between partners undertaken before next review of this Agreement and not covered by Appendix 1 of this Agreement but within scope of the Agreed Purpose in section 4, an information sharing schedule must be completed and attached to this Agreement following consultation and agreement with bodies representing partners, e.g., School Forums. The information sharing schedule should include:

- Title of information sharing activity
- Partners involved in information sharing activity
- Reason of information to be shared
- Lawful basis and Statute of information to be shared
- Information to be Shared
- How will Data Subjects be made aware of data sharing process and their rights
- Format of Information to be Shared
- Data Minimisation Controls
- Data Quality Controls
- Security Controls on Information Sharing
- Retention and Disposal Controls
- Timing and Frequency of Data Sharing
- Contact Details of Partners

5.6.3 The new information sharing schedule will then be treated as part of this Agreement.

5.6.4 Whenever possible data shared should be anonymised, unless requested at personal level. If large volumes of data are provided for research and/or planning by partner organisations, as a matter of courtesy, the outcome of that research/planning should be provided to the organisation(s) supplying the data. If it necessary to share personal data, only the minimum necessary to achieve purpose of sharing should be shared.

6 INFORMATION TO BE SHARED

6.1 The Personal Data of the following Data Subjects may be shared under this information sharing initiative:

- Pupils
- Employees
- Governors and Trustees
- Volunteers
- Relevant significant others including parents and carers
- Professionals involved with children and young people

6.2 It has been identified by the Parties that the following fields of data are required to fulfil the Agreed Purpose and scope of the ISA as identified in clause 4 of this ISA (the “Shared Personal Data”):

a) The Parties may share the following Personal Data during the Term of this ISA:

- Name
- Address
- Date of birth/age
- Gender
- Ethnicity
- Any personal information relevant to achieving purpose outlined in section 4 of the agreement.

b) The following types of Special Category Personal Data will be shared between the Parties during the Term of this ISA:

- Racial or ethnic origin;
- Religious or philosophical beliefs;
- genetic data used uniquely to identify a natural person;
- data concerning a natural person’s physical or mental health or condition
- sex life or sexual orientation.

c) Criminal Offence Data may be shared between the parties during the Term of this Agreement.

6.3 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes

6.4 The Academy/School/Trust undertakes not to make value judgments about another school's performance or publicly compare their performance with that of another named school or schools based on data and analysis provided by the Council. This applies to press releases, statements in public or professional meetings and to discussions with parents of children at the school or those considering applying for the admission of their child to the school

7 LAWFUL BASES FOR SHARING

7.1 The lawful basis for sharing information between the Parties has been identified as:

- UK GDPR Art 6(1)(c) processing is necessary for compliance with a legal obligation to which the controller is subject;
- UK GDPR Art 6(1)(e): processing 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.

7.2 Where any Special Category Personal Data is shared, the relevant condition for processing is:

- Article 9(2)(g) for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject;
- Article 9(2)(h) for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of Union or Member State law or pursuant to contract with a health professional and subject to the conditions and safeguards referred to in paragraph 3 of Article 9.

7.3 The relevant Schedule 1 conditions are as follows:

- In relation to Article 9(2)(g): Schedule 1 paragraph 18: Safeguarding children and individuals at risk.
- In relation to Article 9(2)(h): Schedule 1 paragraph 2: Health or social care purposes.

7.3 Where the processing criminal offence data is incidental to a wider processing activity, and is not in the exercise of official authority under Part 3 of the Data Protection Act 2018, the lawful bases are those set out in section 7.1 of this Agreement, and the relevant condition under Schedule 1 of the Data Protection Act is (2) Health or social care purposes.

7.4 In relation to reliance on Art 6(1)(c) and Art 6(1)(e) the UK GDPR, the relevant statutory functions and obligations are those listed in Section 4 of this ISA.

7.5 In addition, the Local Government Act 1972, section 111, provides the local authority to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of any of their functions.

7.6 Further, the general power of competence in the Localism Act 2011, section 1.1, enables local authorities to do anything that any individual may do, provided the act is not specifically forbidden in the 2011 Act or by another statute.

8 LAWFUL, FAIR AND TRANSPARENT PROCESSING

8.1 Each Party shall ensure that:

8.1.1 it Processes the Shared Personal Data fairly and lawfully during the Term;

8.1.2 it only shares the Shared Personal Data with the other Party in accordance with the Lawful Bases for Sharing;

8.1.3 it only further Processes the Shared Personal Data on one or more of the lawful bases set out in the Data Protection Legislation; and

8.1.4 it provides clear and sufficient information to the Data Subjects in respect of the Shared Personal Data, including the purposes for which it will Process their Personal Data, the legal basis for such purposes and such other information as is required by Articles 13 and 14 of the UK GDPR including:

- if Shared Personal Data will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer (including in relation to the handling of complaints) to enable the Data Subject to understand the purpose and risks of such transfer; and

- if Shared Personal Data will be transferred to a Third Country pursuant to clause 13.4 of this ISA, that fact and sufficient information about such transfer, the purpose of such transfer and the safeguards put in place by the Data Controller to enable the Data Subject to understand the purpose and risks of such transfer.

8.2 Where appropriate, each Party shall ensure that it has all necessary consents in place to enable lawful transfer of the Shared Personal Data for the Agreed Purpose

9. DATA QUALITY

9.1 Information shared under this ISA must be fit for purpose, meaning that it must be adequate, relevant and not contain excessive detail which is beyond that required for the Agreed Purpose.

9.2 Where information received by any Party is insufficient to achieve the Agreed Purpose, i.e. inaccurate, out-of-date or inadequate for the stated purpose, clarification will be sought with the originating Data Controller before the information is acted upon. The Party receiving such queries will act promptly to resolve them, ensuring corrections are documented and cascaded to the other Party without delay

9.3 Each Party is responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and, where relevant, notes of any meeting, correspondence or phone calls relating to the request.

9.4 When responding to any request from a Data Subject under Article 15 of the UK GDPR, the Parties will ensure that they provide the Data Subject with all information required by Article 15(1) UK GDPR, including that, where relevant, the Data Subject's Personal Data has been shared with the other Party.

10 DATA SUBJECTS' RIGHTS

10.1 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 the Data Protection Legislation within the time limits imposed by the Data Protection Legislation.

10.2 Each Party will comply with its own policies and procedures when responding to requests from Data Subjects to exercise their rights under the Data Protection Legislation.

11 RETENTION, STORAGE AND DISPOSAL

- 11.1 The Parties shall not retain or Process Shared Personal Data for longer than is necessary to carry out the Agreed Purpose.
- 11.2 Shared Personal Data shall be retained in accordance with statutory requirements in relation to the retention of certain records where required.
- 11.3 All Parties must ensure that they have appropriate measures in place to ensure the secure storage of the Shared Personal Data:
 - Physical copies of information provided should be held in a lockable storage area, office or cabinet
 - Electronic files must be protected against illicit internal use or intrusion by external parties through the appropriate security measures
- 11.4 All Shared Personal Data must be stored in accordance with each Party's data storage and retention policies and procedures. No Personal Data should be stored by individuals on their own personal computer systems and this should be emphasised in training and to any third parties accessing the Personal Data. If updating information is shared, it is the responsibility of the receiving Party's relevant personnel to update the internal records management systems.
- 11.5 Each Party shall ensure that once Shared Personal Data is no longer required and relevant retention periods have expired, Personal Data is securely and permanently deleted in accordance with that Party's retention and disposal policies or returned to the originating Party as appropriate.

12 ACCESS AND SECURITY

- 12.1 Each Party shall only provide the Shared Personal Data to the other Party by using secure methods agreed between the Parties, including, but not limited to the following:
 - 12.1.1 Electronic communications containing Personal Data will be sent via secure or encrypted email or secure web portals with industry standard security.
 - 12.1.2 Confidential hard copy data should only be shared where absolutely necessary and should only be hand delivered by the disclosing party (in a lockable bag or carrier) or sent by recorded delivery or courier.
 - 12.1.3 Where possible, any shared information will be anonymised or pseudonymised as appropriate
 - 12.1.4 Documents not containing personal or commercially sensitive data can be shared by whatever is an appropriate medium by the partners. The Council will share many of these documents with schools via the [Derbyshire SchoolsNet website](#).

- 12.1.5 Academy/School/Trust can allow the Council to have access to Key Stage/Examination/Target/Assessment data through STA, DfE and NCER data files, which will avoid the need for additional data transfers by authorising appropriate permissions on secure web portals provided by those organisations.
- 12.1.6 The Parties agree that AI notetakers can be used in connection with the activities outlined in this Agreement, provided the controls outlined in Appendix 2 are complied with.
- 12.2 The Parties undertake to have in place throughout the Term appropriate technical and organisational measures (to comply with the obligations under Article 32 of the UK GDPR) to prevent unauthorised or unlawful Processing of the Shared Personal Data and the accidental loss or destruction of, or damage to, the Shared Personal Data to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the Shared Personal Data to be protected.
- 12.3 It is the responsibility of each Party to ensure that its Staff are appropriately trained to handle and Process the Shared Personal Data in accordance with the appropriate technical and organisational measures noted in clause 12.2 of this ISA together with any other applicable national guidance relating to the Processing of Personal Data where appropriate.
- 12.4 The level, content and regularity of training referred to in clause 12.3 of this ISA shall be proportionate to the Staff members' role, responsibility and frequency with respect to their handling and Processing of the Shared Personal Data.

13 DATA TRANSFERS

- 13.1 For the purposes of this clause 13 of the ISA, transfers of Personal Data shall mean any sharing of Personal Data with a third party, and shall include, but is not limited to, the following:
- 13.1.1 subcontracting the Processing of Shared Personal Data;
- 13.1.2 granting a third-party Data Controller access to the Shared Personal Data.
- 13.2 If a Party appoints a third-party Data Processor to Process the Shared Personal Data it shall comply with Article 28 and Article 30 of the UK GDPR.
- 13.3 If a party intends to grant a third-party Data Controller access to the Shared Personal Data, before doing so it shall put in place a data sharing agreement with that third-party, imposing similar data protection obligations as set out in this ISA, compliant with Article 26 of the UK GDPR (in the event the third party is a joint Data Controller) and, to the extent applicable, in compliance with the Information Commissioner's Data Sharing Code of Practice (as may be updated from time to time).

13.4 The Parties shall not transfer any Shared Personal Data to a Third Country unless the transferor:

- complies with the provisions of Article 26 of the UK GDPR (in the event the third party is a joint Data Controller); and
- ensures that (i) the transfer is to a country approved under the Data Protection Legislation as providing adequate protection; (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; or one of the derogations for specific situations in the Data Protection Legislation applies to the transfer.

14 DATA BREACHES

14.1 Each Party shall comply with its obligation to report a Personal Data Breach to the Information Commissioner under Article 33 of the UK GDPR and (where applicable) Data Subjects under Article 34 of the UK GDPR and shall each, promptly (and in any event within 24 hours of becoming aware of the Data Breach) inform the other Party's Single Point of Contact (SPoC) if the other Party is likely to be affected by the Personal Data Breach irrespective of whether there is a requirement to notify the Information Commissioner or Data Subject(s).

- The SPoC for Derbyshire County Council is Jane Lakin, Data Protection Officer, access2.info@derbyshire.gov.uk
- The list of SPoC's for academies/schools/trusts will be collated and retained by Derbyshire County Council, who will provide the details on request to other parties to the agreement, if necessary, on request via contact details above.

14.2 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.

15 PERIOD OF THE AGREEMENT

15.1 This ISA shall start on the Commencement Date and shall continue in full force and effect until the Expiry Date (the 'Initial Term').

15.2 Prior to the expiry of the Initial Term, the Parties may agree in writing to extend the Term of this ISA for a further period (the 'Extension Period').

15.3 The terms of this ISA shall apply to the Initial Term and the Extension Period unless expressly stated otherwise.

16 REVIEW AND TERMINATION OF THE AGREEMENT

- 16.1 This ISA shall terminate automatically on the Expiry Date unless it is extended in accordance with clause 15.2.
- 16.2 The Parties shall review the effectiveness of this data sharing initiative every 12 months, having consideration to the Purpose set out in Clause 4. The Parties shall continue, amend or terminate this ISA depending on the outcome of this review.
- 16.3 Each Party reserves its rights to inspect the other party's arrangements for the processing of Shared Personal Data and to terminate the Agreement where it considers that the other party is not processing the Shared Personal Data in accordance with this Agreement.
- 16.4 Any Party may terminate or to withdraw from this ISA provided it gives at least four (4) weeks' written notice to the other Party.
- 16.5 In the event that a Party withdraws from this ISA, that Party shall ensure that all Shared Personal Data held by it is reviewed and, where possible, securely deleted without delay. Where it is not possible to securely delete the Shared Personal Data in this way, the withdrawing Party shall retain and securely delete the Shared Personal Data in accordance with its own data retention policy.
- 16.6 In the event that this ISA is terminated, all Parties shall ensure that all Shared Personal Data held by it is reviewed and, where possible, securely deleted without delay. Where it is not possible to securely delete the Shared Personal Data on termination of this ISA, each Party shall retain and securely delete the Shared Personal Data in accordance with its own data retention policy.
- 16.7 Termination of this ISA shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this ISA which existed at or before the date of termination or expiry. Any provision of this ISA that expressly or by implication is intended to come into or continue in force on or after termination of this ISA shall remain in full force and effect

17 LIABILITY

- 17.1 Each Party shall keep each of the other Parties fully indemnified against any and all costs, expenses and claims that arise out of any breach of this ISA by their Staff, agent, contractors or data processors and in particular, but without limitation, the unauthorised or unlawful loss, theft, use, destruction or disclosure by the offending Parties or their sub-contractors, data processors, employees, agents or any other person within the control of the offending Parties of any data obtained in connection with this ISA.

18 THIRD PARTY RIGHTS

- 18.1 A person who is not a party to this ISA shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

19 SIGNATORIES

Schools Academies and Trusts will be able to agree to terms of updated agreement via a web form which will be available in September 2026 on [Derbyshire SchoolsNet Website](#)

APPENDIX 1

Examples of information sharing processes parties may undertake under the terms of this agreement of under this agreement [Please note this list is not exhaustive] :

- a) The information exchanged routinely between the partner organisations will be at minimum; the data items identified in the specification for the DfE School Census and, together with estimated/actual Key Stage school/pupil level attainment and value-added results/analysis at appropriate and relevant levels. The Council and academies/schools/trusts have statutory obligations to share personal data relating to pupils, governors and school workforce with the DfE.

As defined by the UK GDPR, the Data Protection Act 2018 and the Data (Use and Access) Act 2025, personal data, and special categories of data, about data subjects will be shared if allowed under a relevant legal basis and condition, and it is necessary and proportionate to do so. Special and criminal categories of data may be shared, including health and ethnicity related data.

- b) Annual DfE School Workforce Census data for any academy/school/trust that uses the Council's HR and payroll system to support the completion of their returns.
- c) Information sharing carried out under the legal framework contained in the Children & Families Act 2014 relating to SEND and EHCPs. **Please note that as signatories to this Agreement, schools/academies/Trusts can sign up to the provisions of the 'Special Educational Needs (SEN) and Disabilities Information Sharing Agreement' which can be found on the Derbyshire [SchoolsNet](#) website.**
- d) Information required to support vulnerable groups such as disabled children, children in need, children in care, care leavers and children of families receiving early help support. This includes the information shared with the Council's Virtual School to support educational provision for children in care and the Early Help & Safeguarding Children Lists the Council shares with schools on a regular basis.
- e) Information required to support integration of children into educational provision e.g., excluded pupils, children requiring behaviour support, SEND support and children with medical conditions.
- f) Information required to assess, arrange and safely deliver home to school transport and post-16 transport services, including relevant medical care plans, healthcare plans, emergency medication plans, behavioural support plans, risk assessments and information concerning SEND, mobility, communication or supervision needs, where necessary and proportionate and limited to the minimum information required to support the child's safe transport.
- g) Information required to support the statutory children's safeguarding responsibilities of the Council and the academy/school/trust.
- h) Information sharing required to support and enforce attendance of children, of compulsory school age, in suitable educational provision.

- i) Information sharing required as part of statutory absence reporting processes required by the Department for Education and local authority attendance responsibilities, including information relating to children who meet statutory absence thresholds or who are persistently or severely absent.
- j) Information sharing relating to identifying children who have been absent from school for more than 15 days to enable suitable education provision to be put in place and to support programmes aimed at improving school attendance of vulnerable children such as Supporting Families Programme.
- k) Information required by the Council to help support families who have decided to Electively Home Educate their children.
- l) Information relating to children and families receiving early help support from academy/school/trust or the Council that do not meet statutory social care thresholds.
Please note the lawful basis for this data sharing is 'Consent'.
- m) Data can be shared with third parties when the academy/school/trust wishes the Council to pass on data on its behalf for specific programmes set up under the partnership working arrangements if the principles of the UK GDPR/Data Protection Act 2018 are adhered to, for example:
 - i. 1 to 1 tuition programs
 - ii. Holiday Activities and Food (HAF) Programme
 - iii. NHS health programs e.g., vaccination programmes, National Child Weight Measurement
 - iv. Benchmarking analysis exercises on behalf of academies/schools/trusts and the Council

This may involve sharing additional contextual data about the pupil such as address information, exclusions history, looked after status, SEN status, SEN primary need, leaver status.
- n) Aggregated statistical and performance profiles such as value-added analyses, school profile, school performance indicators, progress charting and pupil level target/attainment analysis.
- o) Annual pupil attainment data supplied by the academy/school/trust to the DfE or partner organisations.
- p) Early Years Foundation Stage Profile, Key Stages 1, 2, 4 and Post 16 pupil level results data will be uploaded and shared (when available) via secure websites of DfE, NCER, STA and the Council as agreed between partners.
- q) Benchmarking data obtained from academy/school/trust, the DfE, STA, and NCER that can be drilled down to individual pupil level for pupils attending the academy/school/trust as agreed between partners.

- r) Information required to promote the participation in Employment Education and Training of young people under Education & Skills Act 2008 S14. **Please note this applies to Secondary Schools only**
- s) Sharing pupil starters and leavers information at standard transition points (i.e. pupils who apply for school places in September for Reception age pupils, Year 3 pupils (Infant and Junior schools only) and Year 7 pupils via DfE School to School (S2S) secure portal, using CMJ and CML files, or shared directly from the pupils' current school/academy/trust to the receiving school/academy/trust under Education (Pupil Registration) (England) Regulations 2006 (8 and 12) as amended in 2016.
- t) Sharing pupil starters and leavers information at non-standard transition points (i.e. in year), via DfE School to School (S2S) secure portal, using CMJ and CML files, or secure automated data transfer solutions provided by the Council, or shared directly from the pupils' current school/academy/trust to the receiving school/academy/trust under Education (Pupil Registration) (England) Regulations 2006 (8 and 12) as amended in 2016.
- u) Information required to track Children Missing from Education
- v) Information required to monitor the use of part-time timetables for children in education to ensure children have suitable educational provision.
- w) Information the Council or academy/school/trust require to support planning and monitoring of educational provision and services for children during public health emergencies.

APPENDIX 2

Use of Artificial Intelligence Note Takers

1. The use of approved Artificial Intelligence (AI) tools is permitted to support the recording, transcription, summarisation, and drafting of meeting minutes, action logs, and related records, where this use is proportionate and necessary for business of the Parties to the agreement.

2. AI tools may only be used where they are:

- provided or explicitly approved by the Party to this agreement who organised and chaired the meeting; and
- compliant with UK GDPR, the Data Protection Act 2018, and relevant organisational AI and Information Governance policies of parties.

3. AI-generated outputs must be treated as draft material only. Responsibility for accuracy, appropriateness, and lawful sharing of minutes remains with the meeting organiser or nominated minute taker. All outputs must be reviewed and approved by a human before circulation or storage.

4. AI tools must not be used to make automated decisions, assessments, or judgments about children, families, practitioners, or partner organisations.

5. Where meetings involve personal data, special category data, or safeguarding information:

- participants must be informed that AI-assisted minute taking is in use; and
- an alternative non-AI method must be available if a lawful objection is raised.

6. AI tools used for minute taking must not:

- retain data beyond the meeting purpose;
- use meeting content to train public or external AI models; or
- transfer data outside approved geographic or contractual boundaries.

7. The use of AI for minute taking must be subject to:

- an appropriate Data Protection Impact Assessment (DPIA) where required; and
- ongoing review in line with governance arrangements of parties.

8. Records generated with AI assistance are subject to the same retention, access, and disposal requirements as manually created records under this Agreement.