

INFORMATION SHARING AGREEMENT

SIMS / Xporter integration for Class Charts

BETWEEN THE FOLLOWING

Edukey Education Ltd, Clients schools

DATE

Start date of subscription

SUMMARY SHEET

Title of Agreement	SIMS/Xporter integration for Class Charts
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Purpose	To facilitate the sharing of student & teacher information between Clients schools & Edukey Education Ltd for the purpose of use in Class Charts.
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Partners	Clients schools Edukey Education Ltd
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Date agreement comes into force	Upon subscription start date
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Date of agreement review	12 months from contract start date
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Agreement drawn up by:	Duncan Wilson
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Location of agreement in force	England & Wales
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1. INTRODUCTION

- 1.1 This information sharing agreement has been drawn up by Edukey Education Ltd, which sets out the core information sharing principles which have been agreed by its signatory organisations.
- 1.2 The objective of this information sharing agreement is to provide data for use in Class Charts
- 1.3 In order to meet this objective it is necessary for partners to share selected information.

2. POLICY STATEMENTS AND PURPOSE

- 2.1 The purpose of this agreement is to populate Class Charts with student & staff details as exist in SIMS.
- 2.2 By synchronising with SIMS the data entry into Class Charts is automated and accurately reflects school data.

3. PARTNERS

- 3.1 This agreement is between the partners listed from the following organisations:
- Edukey Education Ltd (Data Processors)
 - Clients schools (Data Controllers)

4. BASIS FOR SHARING

- 4.1 This agreement fulfils the requirements of the following:
- The Data Protection Act 1998 (sections 29(3) & 35(2)).
 - The Data Protection Act 1998 (Principle 1) Schedules 2 and 3
 - The Data Protection (Processing of Sensitive Personal Data) Order 2000/417
 - The Human Rights Act 1998 (article 8);
 - The Freedom of Information Act 2000
 - The Crime and Disorder Act 1998 (section 115);
 - Civil Contingencies Act 2000
 - Common Law Duty of Confidentiality
 - Local Government Act
 - The Children Act 1989
 - The Children Act 2004
- 4.2 Any information shared and the processes used to share such information will be compliant with the relevant Human Rights legislation.

5. PROCESS

5.1 This agreement has been formulated to facilitate the exchange of student, teacher & school information between the signatories. It is, however, incumbent on all partners to recognise that any information shared must be justified on the merits of the agreement.

5.2 INFORMATION TO BE SHARED

5.2.1 Data to be shared is as follows:

Student data

UPN*

First Name*

Surname*

Gender*

DOB

Yeargroup*

Class*

SEN details

Gifted & Talented (Y/N)

First Language

FSM entitlement details

Medical (Y/N)

Medical Condition (please inform us if required)

Incare (Y/N)

Ethnic background

Pupil Premium (Y/N)

Year 7 Catchup (Y/N)

Assessment aspects as configured by the school

Teacher data

Title*

Firstname*

Surname*

School email*

Parent/Guardian data

First name

Surname

Email address (please inform us if required)

Mobile number (please inform us if required)

Relation to student

Above fields marked with * are required for system functionality

5.3 HOW WILL THE INFORMATION BE TRANSFERRED

5.3.1 The Edukey Education data sharing agreement provides details of the overall security standards required of participating organisations to manage the information they receive from other parties under this agreement. These must be respected by all signatories.

5.3.2 All data to be encrypted, transferred via SSL.

5.3.3 Sending unencrypted files is not permitted

5.4 ENSURING DATA QUALITY

5.4.1 Everyone sharing data under this agreement is responsible for the quality of the data they are sharing.

5.4.2 Before sharing data, officers will check that the information being shared is accurate and up to date to the best of their knowledge. If sensitive data is being shared which could harm the data subject if it was inaccurate, then particular care must be taken.

5.4.3 If a complaint is received about the accuracy of personal data which affects datasets shared with partners in this agreement, an updated replacement dataset will be communicated to the partners. The partners will replace the out of date data with the revised data.

5.5 INFORMATION USE, REVIEW, RETENTION AND DELETION

- 5.5.1 Partners to this agreement undertake that information shared under the agreement will only be used for the specific purpose for which it was shared, in line with this agreement. It must not be shared for any other purpose outside of this agreement.
- 5.5.2 In each case, the originating organisation remains the primary information owner and record keeper for the information that is shared.
- 5.5.3 The retention period for the information shared is until notified by the school or within 30 days of account closure.
- 5.5.4 Edukey Education Ltd will not release the information to any third party without obtaining the express written authority of the partner who provided the information.
- 5.5.5 The following destruction process will be used when the information is no longer required:
- Printouts to be kept minimal & be shredded
 - Hard deletion for electronic data after 14 days
- 5.5.6 If a partner leaves the agreement then all data will be deleted with 30 days of account closure and an export provided to the school if requested.

<u>6. Party agreement</u>

- 6.1 All involved parties accept responsibility for its execution and agree to ensure that staff are trained so that requests for information and the process of sharing itself are sufficient to meet the purpose of this agreement.