



Data Sharing Policy

Document Control Information					
Document Title		Data Sharing Policy			
Organisation / Site		New Bridge Multi Academy Trust			
Review Period :		Every 2 years			
Document Owner and Reviewer:		Director Operations			
Approval Committee		Trustees			
Revision and Approval History					
Author	Summary of changes	Issue	Date Applicable From	Approved by	Date of Next Review
R Righini	New policy	1	10 th June 2015	Trustees	10/06/2017
R Righini	Policy review no changes	2	31 st August 2017	Trustees	31.08/2019
R Righini	Policy review re new GDPR rules	3	28 th May 2018	Trustees	28/05/2020
R Righini	Doc review no changes	4	01/09/2020	n/a	31/08/2022
R Righini	Doc review minimal changes to reflect EU changes	5	01/12/2022	n/a	30/11//2024
Equality Impact					
Statement	<p>We welcome feedback on this document and the way it operates. We are interested to know of any possible or actual adverse impact that may affect any groups in respect of any of the equalities act 2010 protected characteristics.</p> <p>The person responsible for equality impact assessment for this document is the Director of Equality and Diversity.</p>				
Screening	<p>This document has been screened by the Equality Team and the impact has been assessed as:</p> <p><input type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Low</p> <p><input type="checkbox"/> Medium</p> <p><input type="checkbox"/> High</p>				



Equality Impact Assessment Form

To be completed by document author / lead person

Title of document		Data Sharing Policy			
Organisation / Site	New Bridge Multi Academy Trust	Person completing form	Rita Righini	Date	01/12/2022
Does the process affect one group less or more favourably than another on the basis of:					Yes / No
Age refers to a person belonging to a particular age					No
Disability A person has a disability if s/he has a physical or mental impairment which has a substantial and long-term adverse effect on that person's ability to carry out normal day-to-day activities.					No
Gender reassignment The process of transitioning from one gender to another.					No
Marriage and civil partnership Marriage and civil partnership means someone who is legally married or in a civil partnership. Marriage can either be between a man and a woman, or between partners of the same sex. Civil partnership is between partners of the same sex.					No
Pregnancy and maternity Pregnancy is the condition of being pregnant or expecting a baby. Maternity refers to the period after the birth, and is linked to maternity leave in the employment context. In the non-work context, protection against maternity discrimination is for 26 weeks after giving birth, and this includes treating a woman unfavourably because she is breastfeeding					No
Race Race can mean your colour, or your nationality (including your citizenship). It can also mean your ethnic or national origins, which may not be the same as your current nationality. For example, you may have Chinese national origins and be living in Britain with a British passport. Race also covers ethnic and racial groups. This means a group of people who all share the same protected characteristic of ethnicity or race.					No
Religion and belief Religion has the meaning usually given to it but belief includes religious and philosophical beliefs including lack of belief (e.g. Atheism). Generally, a belief should affect your life choices or the way you live for it to be included in the definition.					No
Sex A man or a woman.					No
Sexual orientation Whether a person's sexual attraction is towards their own sex, the opposite sex or to both sexes.					No
If you have identified potential discrimination, please explain how the exception is valid, legal and/or justified? enter					

To be completed by EIA Lead

If potential discrimination has been identified, are the exceptions valid, legal and/or justified?		N/A
Does this policy / service / procedure need adjusting to remove any disadvantage identified or to better promote equality?		No
Impact Assessment Result (See tool below)	Low impact	
Date assessed.	01/12/2022	
High Impact The policy or process has a major impact on equality	Medium Impact The policy or process has an impact on equality	Low Impact The policy or process might have an impact on equality
There is significant potential for, or evidence of adverse impact.	There is some evidence to suggest potential for, or evidence of adverse impact.	There is little evidence to suggest that the policy could result in adverse impact
The policy has consequences for or affects significant numbers of people	The policy has consequences for or affects some people	The policy has consequences for or affects few people



1. Purpose

- 1.1. We recognise the need for legal compliance and accountability and endorse the importance of the integrity, availability, confidentiality, resilience and security arrangements to safeguard personal data. We also recognise that there are times that personal data is shared with, and/or received from, other organisations and that this needs to be in accordance with data protection, human rights, duty of confidentiality and ethical considerations.
- 1.2. This policy sets out the key obligations and accountability in relation to data sharing to which we are fully committed.

2. Scope of Policy

- 2.1. In order to fulfil our statutory and operational obligations we have to collect, use, receive and share personal, special personal and crime data about living people, eg,
 - 2.1.1. Pupils and their families
 - 2.1.2. current, past, prospective employees
 - 2.1.3. clients and customers
 - 2.1.4. contractors and suppliers
 - 2.1.5. Governors
- 2.2. This policy covers all aspects of handling personal data, regardless of age, format, systems and processes purchased, developed and managed by/or on behalf of us and any person directly employed or otherwise by us.
- 2.3. This policy reflects the commitment to compliant with data protection legislation, particularly the Data Protection Act 2018 and the UK General Data Protection Regulation 2016 (UKGDPR).
- 2.4. Under data protection legislation it is important when sharing data to identify the roles of the parties involved, ie,
 - 2.4.1. **Data Controller:** the body /individual that determines the purposes and means of processing the personal data. This can be alone or in conjunction with others.
 - 2.4.2. **Data Processor:** the body /individuals who processes the data on behalf of and in accordance with the data controller's instructions.
 - 2.4.3. **Third Party:** anybody who is not authorised to process the data by the data controller, the data processor or data subject.
 - 2.4.4. **Recipient:** anybody to whom the data is disclosed, even if they are a third party.
- 2.5. Data sharing may mean the disclosure of data from one organisation to another or from one part of the organisation to another. Data sharing, may be for e.g.:
 - 2.5.1. a reciprocal exchange of data
 - 2.5.2. one or more organisations providing data to a third party or parties
 - 2.5.3. several organisations pooling information and making it available to each other
 - 2.5.4. several organisations pooling information and making it available to a third party or parties



- 2.5.5. exceptional, one-off disclosures of data in unexpected or emergency situations
- 2.5.6. different parts of the same organisation making data available to each other
- 2.5.7. sharing with third parties for the delivery of services
- 2.5.8. matching and/or profiling of data
- 2.5.9.

3. **Aim(s)**

- 3.1. We aim for all stakeholders to have an informed knowledge of the ways in which the MAT uses and processes data. In addition, we aim for all data users to be sufficiently informed about what information can and cannot be lawfully processed and shared.

4. **Policy**

- 4.1. When determining whether or not to share/disclose personal data, a Data Protection Impact Assessment (DPIA) may assist in the assessment of risks to privacy for the individual, and potential reputational and financial impact on the trust in the event of inappropriate and unauthorised sharing/access to the data.
- 4.2. It is essential to establish:
 - 4.2.1. if using a data processor, is there a contract in place?
 - 4.2.2. is a data sharing agreement needed to set out clearly the parameters of the processing?
- 4.3. When using a data processor to act on our behalf when processing personal data, they are equally liable under data protection for any breaches of the law. It is a legal requirement to have a contract in place between parties that clearly sets out the roles, responsibilities and liabilities of each party and the parameters of the processing. See Appendix I for a data processor overview.
- 4.4. If the sharing is between data controllers, or when data controllers are acting jointly, i.e. not in a contractual relationship, then a data sharing agreement will serve the same purpose in setting out the roles, responsibilities and liabilities of each party and the parameters of the sharing.
- 4.5. In summary the considerations to be set out include:
 - 4.5.1. Is a data DPIA required
 - 4.5.2. the objective of data sharing
 - 4.5.3. express and implied statutory powers
 - 4.5.4. the lawful basis for sharing
 - 4.5.5. applicable exemptions to data protection principles
 - 4.5.6. how people will be informed of the use of their data
 - 4.5.7. the minimum data required for the purpose
 - 4.5.8. who will access/process the data
 - 4.5.9. how will it be stored/transferred
 - 4.5.10. the security controls and the upholding of any duty of confidentiality
 - 4.5.11. records retention
 - 4.5.12. ethical and human rights considerations



- 4.5.13. the risks to the information and mitigation
 - 4.5.14. arrangements for managing individual rights
 - 4.5.15. arrangement for management security breaches
 - 4.5.16. review period for the agreement/contract
- 4.6. There are circumstances when the law allows data sharing/processing without full compliance with the data protection principles and/or without an individual's consent. These are not blanket exemptions and an assessment needs to be made on a case by case basis. Examples of key exemptions that support this include, but are not limited to:
- 4.6.1. crime and Taxation/protection of public funds
 - 4.6.2. legal professional privilege/legal proceeding, disclosure by law
 - 4.6.3. self-incrimination
 - 4.6.4. corporate finance/management forecasts
 - 4.6.5. negotiations
 - 4.6.6. confidential references
 - 4.6.7. regulatory functions of certain bodies
 - 4.6.8. protection of the rights of others
 - 4.6.9. exam scripts and exam marks
 - 4.6.10. research and statistics
 - 4.6.11. archiving in the public interest
 - 4.6.12. serious harm
 - 4.6.13. child abuse data
 - 4.6.14. law enforcement purposes of competent authorities
- 4.7. Where a request for personal data disclosure is received eg, from the police, enforcement agencies, or any other third parties, the request will need to be in writing. The request will need to set out why the disclosure is necessary ie, lawful basis and/or exemptions. A record will be kept of disclosures.
- 4.8. We may share personal data without an individual's knowledge or consent at the request of other organisations or proactively where it is required by Law, where it is necessary in an emergency situation, to identify and assist vulnerable people or where it is necessary in the interests of safeguarding vulnerable children and adults.

5. Sources and references

- 5.1. Data Protection Act 2018,
- 5.2. UK General Data Protection Regulation 2016 (UKGDPR).

6. Other useful documents

- 6.1. Subject Access Request Policy
- 6.2. Freedom of Information Policy
- 6.3. Privacy Notice Policy
- 6.4. Equality Policy
- 6.5. Publication Scheme
- 6.6. Complaints Policy
- 6.7. Data Protection Policy



7. Monitoring

- 7.1. This policy will be monitored through the MAT's accountability framework.
- 7.2. An assessment of compliance with requirements will be undertaken in order to provide:
 - 7.2.1. Assurance
 - 7.2.2. Gap analysis of policy and practice
 - 7.2.3. Examples of best practice
 - 7.2.4. Improvement and training plans
- 7.3. Reports will be submitted to the Governing Body / Trust Board.



A data processor contract must set out:

- the subject matter and duration of the processing;
- the nature and purpose of the processing;
- the type of personal data and categories of data subject; and
- the controller's obligations and rights.

Contracts must also include specific terms or clauses regarding:

- processing only on the controller's documented instructions;
- the duty of confidence;
- appropriate security measures;
- using sub-processors;
- data subjects' rights;
- assisting the controller;
- end-of-contract provisions; and
- audits and inspections.

What responsibilities and liabilities do controllers have when using a processor?

Controllers must only use processors that can give sufficient guarantees they will implement appropriate technical and organisational measures to ensure their processing will meet UKGDPR requirements and protect data subjects' rights.

Controllers are primarily responsible for overall compliance with the UKGDPR, and for demonstrating that compliance. If this isn't achieved, they may be liable to pay damages in legal proceedings or be subject to fines or other penalties or corrective measures.

What responsibilities and liabilities do processors have in their own right?

In addition to its contractual obligations to the controller, a processor has some direct responsibilities under the UKGDPR. If a processor fails to meet its obligations, or acts outside or against the controller's instructions, it may be liable to pay damages in legal proceedings or be subject to fines or other penalties or corrective measures.

A processor may not engage a sub-processor's services without the controller's prior specific or general written authorisation. If authorisation is given, the processor must put in place a contract with the sub-processor. The terms of the contract must offer an equivalent level of protection for the personal data as those in the contract between the controller and processor. Processors remain liable to the controller for the compliance of any sub-processors they engage.

