



DATA SHARING AGREEMENT

**FOR THE OPERATION OF BADGER PASTORAL
MANAGEMENT SOFTWARE**

**MEADOW HOUSE SYSTEMS LIMITED,
and
CLIENT SCHOOLS**

**Original Version 0.1 10th August 2017.
Rev 0.2 15th August 2017
Rev 0.3 22nd May 2018**

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SUMMARY SHEET

Title of Agreement	Data Sharing
Agreement Reference	MHSL/DSA/1.3
Purpose	To facilitate the sharing of pupil based pastoral information between the organisations listed below. The purpose of the information sharing is to allow the Badger software to function.
Partners	Meadow House Systems Limited Client Schools
Date agreement comes into force	Upon schools signature of the Badger Software agreement.
Date of agreement review	Upon annual renewal of the Badger Software Agreement.
Agreement owner	Meadow House Systems Limited
Agreement drawn up by:	C F J Day, Commercial Director, Meadow House Systems Limited.
Location of agreement in force	United Kingdom
Protective marking	

VERSION RECORD

Version Number	Amendments Made	Authorisation
0.1	First Draft	CFJD
0.2	Revised post legal advice	CFJD
0.3	Revised in accordance with GDPR compliance requirements	CFJD

1. INTRODUCTION

- 1.1 The objective of this agreement is to establish a mutually acceptable framework for the sharing of relevant data between the School and MHSL.
The agreement is designed to meet the conditions of the General Data Protection Regulations 2018. (GDPR)
- 1.2 In order to meet this objective it is necessary for partners to share selected information.
- 1.3 MHSL may facilitate the transfer of data between schools and their software by use of Groupcall systems.
- 1.4 MHSL may facilitate the transfer of specific data between schools and their software by use of 'Application Programming Interfaces' (API).

2. POLICY STATEMENTS AND PURPOSE

- 2.1 The purpose of this agreement is to enable information to be shared between the below-named organisations in support of the following objective(s):
 - Transfer of relevant data from MHSL to the school in the form of software installation and updates.
 - Transfer of relevant data from the school Management Information Systems to the Badger software
 - Transfer of relevant data from the school Trip Management System, and/or School Activities and Sports Management System to Badger.
- 2.2 The benefits are as described by the Badger software proposal that has been accepted by the school.
- 2.3 Only data required to satisfy the Badger functionality will be shared between the parties. This will consist of; Parent contact details, pupil names, year group, School House and Tutor Group, Pupil ID No's, and data relating to pastoral events for each pupil, as recorded in the school MIS by School Staff. In addition, data relating to trips, such as: location, trip details, as well as data regarding activities and sports associated with a given pupil, such as: events, teams, scores, event locations, will also be stored.

3. PARTNERS

- 3.1 This agreement is between the partners listed in **Appendix 1**, from the following organisations:
 - Christopher Day, Commercial Director. Meadow House Systems Limited
 - The School Bursar
- 3.2 If a **new partner joins the agreement**, a new version of the information sharing agreement will be issued as soon as possible, certainly within one month, and circulated to all participating parties.

- 3.3 If a **partner leaves the agreement**, a new version of the information sharing agreement will be issued as soon as possible, certainly within one month, to all participating parties. Partners must refer to section 5.9 regarding retention and deletion of information that has been shared.

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 General Data Protection Regulations 2018, (GDPR).
- 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 pupil based pastoral 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. The balance, between an individual's Human Rights and the need to disclose information, must be assessed to ensure the information shared between agencies is proportionate to the purpose. Anyone in doubt should consult their Information Sharing Lead before proceeding.

5.2 INFORMATION TO BE SHARED

- 5.2.1 The data to be shared is as required for the Badger software to provide the proposed benefits that have been accepted by the school.
- 5.2.2 The data will be shared at the start of each academic year, and whenever the relevant data is updated in the School MIS, School's Activities and Sports Management System, and/or Trips Management System.
- 5.2.3 It is extremely unlikely that any additional data may be required to be shared on a one-off basis. If additional data is required a request will be submitted to the school giving specific reasons, in compliance with this agreement, and seeking permission.
- 5.2.4 Additional data may be shared only if the Badger software is enhanced and the school have accepted the additional functionality is to their benefit. In such a case the new data will become subject to this agreement.

5.3 CONSENT

- 5.3.1 The school has the right to share pupil related data for the purposes of managing their pastoral care of the pupils.

5.4 **RIGHT TO SHARE NON-PERSONAL INFORMATION**

5.4.1 The school has the right to share pupil related data for managing their pastoral care of the pupils.

5.5 **RIGHT TO SHARE ANONYMISED INFORMATION**

5.5.1 Not relevant – see clause 5.9.

5.6 **PRIVACY IMPACT ASSESSMENT / RISK ASSESSMENT**

5.6.1 Any such impact assessment will need to be carried out by the schools in their capacity as Data Controllers.

5.7 **DATA TRANSFER**

5.7.1 MHSL will implement appropriate technical measures to protect the transfer of personal data to Badger against unauthorised access, processing or damage by:

Ensuring that personal data is transferred from the schools MIS to Badger using one of three secure methods.

- Groupcall 'Xporter' Software, to extract and securely store on the school network for the Badger application to access.
- School MIS API, to transfer data direct to the Badger software
- Secure ODBC link to the school MIS, allowing Badger direct 'read only' access to the schools MIS.

5.7.1 Ensuring personal data is securely transferred to Badger from school 3rd Party Software using the 3rd party Software APIs.

5.7.2 The data will remain within the ownership of the school at all times.

5.7.3 MHSL will not share any personal data with 3rd Party's without the written consent of the client school.

5.7.4 No data is transferred from Badger to any other IT systems.

5.8 **SPECIAL CATEGORY DATA**

5.8.1 In accordance with GDPR, a school may store data pertaining to the health of a pupil within a school. As such, this would be deemed to be 'Special Category Data' (SCD) and the following provisions are in place to ensure it is kept correctly secure:

5.8.1.1 SCD can only be accessed by users who have access to Badger. For a user to have access to Badger, they must be a member of the correct security group within Active Directory – as configured by the school.

5.8.1.2 Badger holds its own security module which allows the Local Administrator within a school to allocate specific access rights to users. 'Medical' data is a discrete feature within Badger thereby allowing it to be specifically handled within the Access Profiles module, thereby preventing unauthorised access.

5.8.1.3 The Badger Data file is encrypted.

5.9 ENSURING DATA QUALITY

- 5.9.1 The School is responsible for the quality of the data they are sharing.
- 5.9.2 Before sharing data, the school 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.
- 5.9.3 Where a 'dataset' is being shared (i.e. structured data), it will be accompanied by a table providing definitions of the data fields.
- 5.9.4 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.

5.10 INFORMATION USE, REVIEW, RETENTION AND DELETION

- 5.10.1 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.
- 5.10.2 In each case, the originating organisation, i.e. the school, remains the primary information owner and record keeper for the information that is shared. Where information is edited by the receiver, they will make it clear this is an altered copy.
- 5.10.3 MHSL will comply with the wishes of each client school with regard to how long they wish us to retain data relating to a pupil after that pupil has left the school. MHSL will also assist in the anonymising of the data if required by the school.
- 5.10.4 The recipient will not release the information to any third party without obtaining the express written authority of the partner who provided the information.
- 5.10.5 The following destruction process will be used when the information is no longer required:
 - paper - shredding
 - electronic – file deletion from live version of Badger.
- 5.10.6 If a partner leaves the agreement, decisions must be taken and followed through on what happens to :
 - The information that has already been shared with the signatories by the departing organisation – No data is held by any individuals employed by MHSL.
 - The information that has already been shared with the departing organisation by the other signatories. All relevant data will be deleted in accordance with clause 5.9.5

5.11 ROLES AND RESPONSIBILITIES UNDER THIS AGREEMENT

5.11.1 The people/roles/teams who will have access to information provided under this Agreement are:

Organisation 1

- The Bursar of the client schools.
- [Name, role, team]

Organisation 2

- Andrew Day, Technical Director, Meadow House Systems Limited
- MHS� Developers when providing technical support at the request of the client school – under the supervision of The Technical Director.

5.11.2 All partners to this agreement must appoint Specific Points of Contact (SPOC) – see **Appendix 1**.

5.11.3 [Responsibility of the SPOC] The SPOC's within each organisation will be the first port of call for questions about the agreement. If there is a problem such as a potential information security breach, relevant SPOCs must be contacted.

5.11.4 It is the responsibility of everyone sharing information and accessing and using the information that has been shared to take appropriate decisions, then hold the information securely, in accordance with the standards set out in the overall Framework and this agreement. Any person who is not sure of the requirements on them should read the Framework and this Agreement, then, if necessary, contact their SPOC.

5.11.5 Only appropriate and properly authorised persons will have access to the information specified in this Agreement. If in doubt, a person intending to share or access information should contact their SPOC.

5.11.6 Information shared between partners must not be disclosed to any third party without the written consent of the partner that provided the information. For the purposes of this Agreement, approval for such sharing lies with the SPOC of the originating organisation.

5.12 REVIEW OF THE INFORMATION SHARING AGREEMENT

5.12.1 This Data Sharing Agreement will be reviewed 12 months after its launch and yearly thereafter. The person responsible for initiating this process is: The Commercial Director of Meadow House Systems Limited.

5.12.2 If a significant change takes place which means that the agreement becomes an unreliable reference point, then the agreement will be updated as needed and a new version circulated to replace the old.

5.12.3 If the lead person departs their role, an alternative lead will be nominated as soon as possible.

5.13 **INDEMNITY**

5.13.1 Meadow House Systems, Groupcall and the school as receivers of information covered under this Agreement will accept total liability for a breach of this Information Sharing Agreement should legal proceedings be served in relation to the breach.

6. SIGNATURES

6.1 By signing this agreement, all signatories 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.

6.2 Signatories must also ensure that they comply with all relevant legislation.

Signed on behalf of **MHSL**

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Mr Christopher Day

Rank/Position: ... Commercial

Director.....

Date:.....

Signed on behalf of **Client School**

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Title:.....

Rank/ Position:.....

Date:.....