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| **Information Sharing Agreement** |
| *This agreement sets out the arrangements for sharing information between each of the organisations below. It will detail why information is shared, how it will be done and helps to ensure that is completed in a lawful and safe manner; and in line with the General Data Protection Regulation and the Data Protection Act 2018.* |

## Sharing of Student Information between

## Sheffield City Council (Music Hub)

## and

## [Insert School Name]

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| Version History | Date |
| 0.1 - Initial Draft | 6.4.21 |
| 1.0 – Agreement comes into force |  |
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### Reason / Purpose for Sharing Information

**Currently Sheffield Music Hub (SMH) Music Leaders deliver ongoing music tuition to schools and pupils in Sheffield who sign up to lessons. Individual or shared lessons are purchased through parents and have an application process which requires specific information to support that child during the musical journey (detailed in the ‘*Information to be Shared* ‘section) however for whole class tuition this is not the case and in most instances music leaders have no information or knowledge on the students they are teaching.**

**These whole class sessions take place during the normal school hours and for each session the Music leader is often left to manage a classroom alone and are taking on the responsibility of guardian/ parent/ responsible adult/ teacher for that period of time.**

**As such there is a Duty of Care in place for these Music Leaders to be supported in all aspects of the children they are teaching - this can include background/ communication methods / emotional barriers / bad habits/ family relationships and any other significant factors around the general status, health and wellbeing of that child.**

**This is to enable the appropriate response and support to that child and adapt teaching to suit their individual and specific needs. (This is covered in more detail in the ‘*Information to be Shared’* section)**

**By understanding child (and adolescent) development, a teacher can make the most appropriate decisions possible about expectations for students, how to best have students engage with the material, and how to push students to grow academically, emotionally and socially.**

**Information sharing is an important aspect in the Safeguarding of Children. Often a failure to share information can be a key factor in Serious Case Reviews and create barriers within the educational settings which can directly affect both the child, school, teacher and wider family / community networks.**

### Organisations/Bodies Party to this Agreement

The signatories to this agreement will represent the following organisations/bodies:

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| --- | --- |
| Organisation/Body | Service/Team |
| Sheffield City CouncilData Controller Registration Number - Z6548192 | Sheffield Music Hub |
| [INSERT PARTY TO THE AGREEMENT] *insert additional lines if required* | School Name |

### Information to be Shared

**This information is the minimum necessary to achieve the purpose of the sharing.**

**and is considered “Special Category Data” under Article 9(1) of the General Data Protection Regulation\*.**

**Any medical condition which we would need to be aware of as we are regularly the sole responsible**

* **epilepsy, asthma, diabetes**

**Anything that would put the child on the SEN (Special Educational Needs) register**

* **so that we can make any adaptations to planning/instruments in advance**

**Any children who are EAL (English as an Additional Language)**

* **to adapt our teaching**

**Any child who is classed as CLA (Children Looked After)**

* **so that we can be cautious with questions/use of language/approach to teaching - we will only need limited, need to know information that is appropriate to be shared with us that could affect their learning.**

**Any religious circumstance that would require us to change our teaching**

* **ie Jehovah’s Witnesses can’t do any piece of music related to celebrations so no Happy Birthday, Hot Cross Buns, Christmas songs**

**Any child who has had a recent change in circumstance that may affect their behaviour/learning**

* **such as change in family circumstances/bereavement**

**Any information around gender identity.**

* **To support with appropriate dignity and respect**

**Any physical condition that would affect the ability to master the learning of a particular instrument**

* **require it to be adapted.**

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### Data Protection Legal Basis for Sharing the Information

The information being shared under this agreement is being done so under the General Data Protection Regulation and Data Protection Act 2018.

*[For Personal data that is not Special Category use the following text and table]*

To share “personal data” as defined in the General Data Protection Regulation, there must be at least one lawful basis under [Article 6](https://gdpr-info.eu/art-6-gdpr/) for doing so. The lawful basis applicable to this Information Sharing and this Agreement is:

|  |  |  |
| --- | --- | --- |
| Article 6 | Lawfulness of processing | Explanatory text |

|  |  |  |
| --- | --- | --- |
| (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; | Sheffield City Council through Sheffield Music Hub provides opportunities for every child in Sheffield to get the best music education |

*[For Special Category Data use the text and table below and delete the above]*

To share “[Special Category](https://gdpr-info.eu/art-9-gdpr/)” personal data as defined in the General Data Protection Regulation, there must be at least one lawful basis under [Article 9](https://gdpr-info.eu/art-9-gdpr/) for doing so. The lawful basis applicable to this Information Sharing and this Agreement is:

|  |  |  |
| --- | --- | --- |
| Article 9 | Lawfulness of processing | Explanatory text |

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| (2)(g) | processing is necessary 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; | Under Schedule 1 Part 2 (6) Statutory etc and government purposes of the Data Protection Act 2018, special category data is processed as part of the statutory duties Sheffield City Council is responsible for in relation to education.  |

### Article 8 Human Rights Act 1998

### [Article 8 of the Human Rights Act 1998](https://www.legislation.gov.uk/ukpga/1998/42/contents) gives people the right to a private life, family life, home and correspondence. This right means that public authorities are not allowed to interfere with a person’s privacy, for example, by disclosing their personal information, unless it is lawful, necessary (in the public interest) and is for a legitimate purpose such as public safety; protection of health or morals; rights and freedoms of others and prevention of disorder or crime. In such cases the Public interest in making the disclosure must outweigh the individual’s right to a private life.

### Any sharing of information under this agreement will only be done where it is lawful, proportionate, relevant and necessary to do so in line with Article 8 – Human Rights Act 1998.

### Other Legislation

The following legislation is also applicable to the sharing of this information to assist with compliance with:

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| --- | --- |
| Legislation | How this agreement helps compliance |

|  |  |
| --- | --- |
| Common law duty of confidentiality | When someone shares personal information in confidence, including verbally, it must not be disclosed without some form of legal authority or justification |

### Privacy Notices

Any Data Controller sharing information with, or receiving information from, a third party must make this clear to the Data Subjects within their Privacy Notices (or by other means) as required under Articles [13](https://gdpr-info.eu/art-13-gdpr/) & [14](https://gdpr-info.eu/art-14-gdpr/) of the General Data Protection Regulation; unless there is an exemption under the General Data Protection Regulation / Data Protection Act 2018 which applies.

Link to SMH Privacy Notice

### Sharing of the Information

**Information would be advised verbally as necessary directly prior to the lesson by the school/ school teacher directly to the Music Leader**

### Storage, Retention and Destruction of the Information

**Anything that needs to be recorded to ensure / cover issues of Business Continuity / staff sickness will be kept securely on the Music Leaders G drive folder and passwords only available to the direct line manager.**

**This information is kept purely whilst the student is being taught and will be deleted permanently when withdrawn from tuition**

### Data Subject Rights

Data Subject Requests under [Articles 15 – 22](https://gdpr-info.eu/art-15-gdpr/) of the General Data Protection Regulation will be processed by the Data Controller that receives it.

Data Controllers may choose to liaise with other parties for any type of Data Subject request, however, to comply with [Article 19 (Notification obligation regarding rectification or erasure of personal data or restriction of processing)](https://gdpr-info.eu/art-19-gdpr/), they must inform all parties when receiving one of the following requests:

* [Article 16 – Right to Rectification](https://gdpr-info.eu/art-16-gdpr/)
* [Article 17 – Right to Erasure](https://gdpr-info.eu/art-17-gdpr/)
* [Article 18 – Right to Restriction](https://gdpr-info.eu/art-18-gdpr/)

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| --- | --- |
| **Organisation** | **Key Contact** |
| Sheffield City Council | Information Management Team – subjectaccess@sheffield.gov.uk  |
| School Name | Contact |

### Personal Data Breaches

Where an organisation becomes aware of a personal data breach relating to this agreement, that organisation will notify all other parties privy to this agreement without undue delay. Similarly, where an organisation becomes aware of a Security Incident which could adversely affect another other party; for example, malware or system failure, then prompt notification should be made.

Where notification the Information Commissioner’s Office and or Data Subjects affected by a personal data breach is required under Articles [33](https://gdpr-info.eu/art-33-gdpr/) and [34](https://gdpr-info.eu/art-34-gdpr/) of the General Data Protection Regulation, all parties will agree who is responsible for the method and content of the notification.

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| **Organisation** | **Key Contact** |
| Sheffield City Council | Information Management Team – informationmanagement@sheffield.gov.uk  |
| School Name | School contact |

### Review of this Agreement

[INSERT DATE OF REVIEW AND WHO WILL CARRY OUT THE REVIEW]

This agreement can be terminated at any time before this date by providing notice in writing to all parties privy to the agreement.

### Signatories/Key Contacts

This agreement must be formally approved and signed by all parties before any information sharing takes place. All parties will ensure that the Information Sharing Agreement and any associated documents are known and understood by all staff involved in the process.

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| **Organisation** | **Authorising Officer**  | **Key Contact** | **Date Agreed** |
| Sheffield City Council (Sheffield Music Hub)  | Andrew Jones | Ian Naylor, Head of Music Education |  |
| School Name |  |  |  |