



Department
for Education

Agreement for the supply of DfE Data Extracts to Requester (Controller to Processor)

between

The Department for Education

and

Bristol City Council

THIS **AGREEMENT** (the “Agreement”) is made on the date specified in Schedule 2.

BETWEEN the Parties:

- (1) **Department for Education** (the “controller”) of Sanctuary Buildings, Great Smith Street London SW1P 3BT (“**DfE**”)
- (2) **Bristol City Council** (the “Requester”) of City Hall, PO Box 3399, Bristol BS1 9NE

1. Introduction and Scope

- 1.1 DfE is responsible for the collation and management of many databases including the National Pupil Database (NPD), Individual Learner Record (ILR), Children in Need (CIN), Children Looked After (CLA), Workforce data etc. DfE is also responsible for linking DfE databases such as NPD and ILR to create longitudinal datasets and the supply of DfE Data Extracts from the Longitudinal Education Outcomes (LEO) database or the Feasibility All Education Dataset England.
- 1.2 For the purposes of this Agreement, DfE is the controller of DfE Data Extracts of all of the databases described in clause 1.1. The Requester is acting as the DfE's processor for the purposes set out in Schedule 1.
- 1.3 This Agreement documents the obligations of the Requester as the DfE’s processor and is intended to satisfy each party's obligations under the Data Protection Legislation in relation to the appointment of a processor. This Agreement will also cover any DfE Data Extracts already held by the Requester as set out in Schedule 2.
- 1.4 This Agreement and the Related Agreement contain the entire understanding and agreement of the Parties and sets out the terms and conditions under which the DfE Data Extract will be supplied to the Requester.
- 1.5 Where this Agreement supports an ongoing requirement for DfE Data Extracts, the content of this Agreement and data requirements will be reviewed annually as a minimum and must be revisited prior to the existing Licence End Date and, if still required, this may result in either an updated Agreement or the creation of a new Agreement.
- 1.6 Where this Agreement supports a one-off time-limited data share, this Agreement shall cease in line with the Related Agreement and Licence End Date.
- 1.7 The DfE has satisfied itself prior to entering into this Agreement that it has a legal basis for sharing the DfE Data Extracts as specified in the Schedule.

2. Definitions

2.1 In this Agreement, the following terms shall have the following meanings:

Agreement	This Agreement together with Schedule 1 and 2.
Commencement Date	The commencement date of this Agreement, as specified in the Schedule 2.
Commissioner	The Information Commissioner as defined in the Freedom of Information Act 2000.

Data Protection Legislation	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law relating to the processing of personal data and privacy.
Data Loss Event	Any event that results, or may result, in unauthorised access, disclosure or use of the DfE Data Extracts held by the Requester under this Agreement, and/or any actual or potential loss and/or destruction of personal data in breach of this Agreement, including any personal data breach.
Data Subject Requests	A request made by or on behalf of a data subject in accordance with rights granted pursuant to the Data Protection Legislation.
DPA 2018	Data Protection Act 2018
GDPR	UK GDPR / Regulation (EU) 2016/679
Destroy	Means permanently destroy all hard and electronic copies of the DfE Data Extracts and permanently expunge DfE Data Extracts from all computers, file or document management systems and networks within the control of the Requester or any third parties to whom the DfE Data Extracts has been passed for the Permitted Use.
DfE Data Extracts	Any information contained within or derived from DfE databases in the form of “bespoke DfE Data Extracts” or “standard DfE Data Extracts”
Individual Declaration	A declaration (in the form specified by the DfE as amended from time to time) to be signed by each Permitted User before they may have access to the DfE Data Extracts and thereafter upon request of DfE.
Intellectual Property Rights	Copyrights and related rights, design rights, database rights, patents, rights to inventions, know-how or trade secrets (whether patentable or not), trade and domain and business names, logos and devices, trade and service marks, moral rights or similar intellectual property rights (whether registered or unregistered and wherever in the world enforceable) together with any extensions, revivals or renewals thereof, and all pending applications therefore and rights to apply for any of the foregoing in each case as may now or in the future exist anywhere in the world.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which either Party is bound to comply.
LED	Law Enforcement Directive (Directive (EU) 2016/680).
Licence End Date	The anticipated end date of this Agreement as specified in the Schedule.
Parties	DfE and Requester
Permitted Intended Outputs	The permitted outputs from the Permitted Use as set out in the Schedule
Permitted Use	The purposes for which the Requester (including any Permitted Users) are authorised by the DfE to use the DfE Data Extracts, including the Permitted Intended Outputs, as set out in Schedule 1.
Permitted User	A person who has been authorised by the DfE to have access to the DfE Data Extracts and to process it for the Permitted Use and who has signed and returned to DfE an Individual Declaration Form.

Requester	The person or organisation to whom it has been agreed to provide a direct supply of the DfE Data Extracts as set out in Schedule 2.
Requester Primary Contact	The primary contact of the Requester as specified in Schedule 2 or such alternate as is notified by the Requester to DfE.
Requester Secondary Contact	The secondary contact of the Requester as specified in Schedule 2 or such alternate as is notified by the Requester to DfE.
Protective Measures	Appropriate technical and organisational measures which as a minimum comply with Article 32 GDPR and may include: pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
Related Agreement	The agreement entered into between the DfE and the Requester which sets out the terms, commercial or otherwise, agreed between the DfE and the Requester for the 2YO Lists .
Related Agreement end date	The end date of the Related Agreement. This may be the same as the Licence end date.
Sub-Processor	Any agreed organisations permitted to carry out tasks on behalf of the DfE's Processor.
Working Days	A day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

- 2.2 The terms “controller”, “processor”, “data subject”, “personal data”, “processing” (and “process” and “processes” shall be construed accordingly), “personal data breach”, “data protection officer” and “special categories of personal data” shall have the meanings set out in the Data Protection Legislation.
- 2.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 2.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.5 The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.
- 2.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 2.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 2.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 2.10 References to clauses and schedules are to the Clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

- 2.11 Any words following the terms “including”, “include”, “in particular” or “for example” or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 2.12 In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in the Schedule, the provision in the Schedule to this Agreement shall take precedence.
- 2.13 If the DfE is replaced by a successor body or have their relevant powers and responsibilities transferred to another body, then references to them in this Agreement shall be taken to apply to their successors until such time as this Agreement can conveniently be updated to reflect the change.

3. Duration

- 3.1 This Agreement will commence with effect from the Commencement Date and shall end automatically without notice on the date that the Related Agreement terminates or expires. At that point, the Requester must destroy the DfE Data Extract and provide evidence to the DfE that demonstrates the data has been destroyed.

4. Data Protection

- 4.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the DfE is the Controller and the Requester is the processor. The only processing that the Requester is authorised to do is listed in Schedule 1 by the DFE and may not be determined by the Requester whether under the Related Agreement or this Agreement. To the extent that there is any conflict or inconsistency between the Related Agreement and this Agreement, the terms of this Agreement shall prevail.
- 4.2 The Requester shall notify the DfE immediately if the Requester considers that any of the DfE's instructions infringe the Data Protection Legislation.
- 4.3 The Requester shall provide all reasonable assistance to the DfE in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the DfE, include:
- 4.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 4.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the relevant services;
 - 4.3.3 an assessment of the risks to the rights and freedoms of data subjects; and
 - 4.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of the DfE Data Extracts.
- 4.4 The Requester shall, in relation to its processing of the DfE Data Extracts:
- 4.4.1 process the DfE Data Extracts only in accordance with Schedule 1, unless the Requester is required to do otherwise by Law. If it is so required the Requester shall

promptly notify the DfE before processing the DfE Data Extracts unless prohibited by Law;

4.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the DfE may reasonably reject but failure to reject shall not amount to approval by the DfE of the adequacy of the Protective Measures), having taken account of the:

4.4.2.1 nature of the data to be protected;

4.4.2.2 harm that might result from a Data Loss Event;

4.4.2.3 state of technological development; and

4.4.2.4 cost of implementing any measures;

4.4.3 ensure that:

4.4.3.1 the Permitted Users do not process the DfE Data Extracts except in accordance with this Agreement;

4.4.3.2 it takes all reasonable steps to ensure the reliability and integrity of any Permitted User who have access to the DfE Data Extracts and ensure that they:

4.4.3.2.1 are aware of and comply with the Requester's duties under this Agreement;

4.4.3.2.2 are subject to appropriate confidentiality undertakings with the Requester or any Sub-Processor;

4.4.3.2.3 are informed of the confidential nature of the DfE Data Extracts and do not publish, disclose or divulge any of the DfE Data Extracts to any third party unless directed in writing to do so by the DfE or as otherwise permitted by this Agreement;

4.4.3.2.4 have undergone adequate training in the use, care, protection and handling of the DfE Data Extracts.

4.4.4 not transfer the DfE Data Extracts outside of the EU or the United Kingdom unless the prior written consent of the DfE has been obtained and the following conditions are fulfilled:

4.4.4.1 the DfE or the Requester has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the DfE;

4.4.4.2 the data subject has enforceable rights and effective legal remedies;

4.4.4.3 the Requester complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any the DfE Data

Extracts that is transferred (or, if it is not so bound, uses its best endeavours to assist the DfE in meeting its obligations); and

- 4.4.4.4 the Requester complies with any reasonable instructions notified to it in advance by the DfE with respect to the processing of the DfE Data Extracts;
- 4.4.5 on termination of this Agreement, destroy the DfE Data Extracts (and any copies of it) unless the Requester is required by Law to retain the DfE Data Extracts.
- 4.5 Subject to clause 4.6, the Requester shall notify the DfE immediately if it:
 - 4.5.1 receives a Data Subject Request (or purported Data Subject Request);
 - 4.5.2 receives a request to rectify, block or erase any the DfE Data Extracts;
 - 4.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 4.5.4 receives any communication from the Commissioner or any other regulatory authority in connection with the DfE Data Extracts processed under this Agreement;
 - 4.5.5 receives a request from any third party for disclosure of the DfE Data Extracts where compliance with such request is required or purported to be required by Law; or
 - 4.5.6 becomes aware of a Data Loss Event.
- 4.6 The Requester's obligation to notify under clause 4.5 shall include the provision of further information to the DfE in phases, as details become available.
- 4.7 Taking into account the nature of the processing, the Requester shall provide the DfE with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 4.5 (and insofar as possible within the timescales reasonably required by the DfE) including by promptly providing:
 - 4.7.1 the DfE with full details and copies of the complaint, communication or request;
 - 4.7.2 such assistance as is reasonably requested by the DfE to enable the DfE to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - 4.7.3 the DfE, at its request, with any personal data it holds in relation to a Data Subject;
 - 4.7.4 assistance as requested by the DfE following any Data Loss Event; and
 - 4.7.5 assistance as requested by the DfE with respect to any request from the Information Commissioner's Office, or any consultation by the DfE with the Information Commissioner's Office.
- 4.8 The Requester shall maintain complete and accurate records and information to demonstrate its compliance with this clause.
- 4.9 For this purpose of this Agreement, each Party shall designate its own Data Protection Officer.

- 4.10 Before allowing any Sub-Processor to process any the DfE Data Extracts related to this Agreement, the Requester must:
- 4.10.1 notify the DfE in writing of the intended Sub-Processor and processing;
 - 4.10.2 obtain the written consent of the DfE;
 - 4.10.3 enter into a written agreement with the Sub-Processor which give effect to the terms set out in this Clause 4 such that they apply to the Sub-Processor; and
 - 4.10.4 provide the DfE with such information regarding the Sub-Processor as the DFE may reasonably require.
- 4.11 The Requester shall remain fully liable for all acts or omissions of any of its Sub-Processors.
- 4.12 The DfE may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 4.13 The Requester agrees to take account of any guidance issued by the Information Commissioner's Office. The DFE may on not less than 30 Working Days' notice to the Requester amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 4.14 The Requester agrees that data within the DfE Data Extracts includes, and shall be treated as, personal data regardless of whether the Requester, or any third party, considers that there is a risk of any particular individual being identified from that data.
- 4.15 Where the DfE Data Extracts contains information relating to the racial or ethnic origin, physical or mental health, sexual orientation, gender identity, religion/belief, biometric information, trade union membership, political or philosophical beliefs of an individual these are special categories of personal data or are required to be treated as special categories of personal data under this Agreement.
- 4.16 The Requester shall not link the DfE Data Extracts to any other data without the prior written approval of the DfE unless such linking is included within Schedule 1. Any application to link the DfE Data Extracts to other data shall be made in writing to the DfE in accordance with clause 15.

5. Licence

- 5.1 In consideration of the Requester agreeing to comply with its obligations under this Agreement, the DfE grants to the Requester a non-exclusive, non-transferable licence to receive and use the DfE Data Extracts for the Permitted Use in Schedule 1 and for the processing purposes set out in Schedule 2.

6. Supply of DfE Data Extracts

- 6.1 The DfE will supply the DfE Data Extracts specified in the Schedule to the Requester after the Commencement Date specified in Schedule 2.

- 6.2 The DfE will not be liable for delay in the supply of the DfE Data Extracts, however caused.
- 6.3 The Requester acknowledges that the data held by DfE from which the DfE Data Extracts is produced may not be the most up to date DfE data as changes may need to be made to the source DfE databases.
- 6.4 For the avoidance of doubt, the terms of this Agreement shall apply to all data supplied in connection with it regardless of whether the individual data items are listed in Schedule 2.

7. Review and Audit

- 7.1 The Requester shall provide the DfE with all information request by the DfE to enable the DfE to verify the Requester's (and each Sub-Processor's) compliance with this Agreement.
- 7.2 Without prejudice to clause 7.1, the DfE shall be entitled to inspect, test and audit or appoint representatives to inspect, test and audit, all facilities, premises, equipment, systems, documents and electronic data relating to the processing of personal data by or on behalf of the DfE and the Requester shall cooperate and assist the DfE (and its representative) with each inspection, test and audit.
- 7.3 Without prejudice to the DfE's other rights and remedies, in the event that the DfE identifies any non-compliance with this Agreement as a result of the exercise of its rights under clauses 7.1 and 7.2, the Requester shall remedy the non-compliance and shall take such steps as the DfE reasonably requests for this purpose.

8. Warranties

- 8.1 No warranty is given by the DfE as to the quality or accuracy of the DfE Data Extracts.
- 8.2 The Requester warrants and represents to the DfE that at all material times it will comply with the provisions of the Data Protection Legislation so far as such provisions apply to it in respect of this Agreement and that it will procure that its employees, agents and contractors observe the provisions of the Data Protection Legislation and the terms of this Agreement.
- 8.3 The Requester warrants and represents to the DfE that at all material times it will comply with the provisions of the Data Protection Legislation such that:
 - 8.3.1 it shall use the DfE Data Extracts only in accordance with the Data Protection Legislation;
 - 8.3.2 in particular and without prejudice to the generality of clause 8.2, where the Permitted Use include the linking of the DfE Data Extracts to data from any other source, there is a lawful basis for this processing of the other data and in particular it will not contravene the Data Protection Legislation or any legal duty of confidentiality;
 - 8.3.3 where the Requester has provided information about its arrangements to ensure security of information prior to entering into this Agreement, that such information is and continues to be correct and accurate;
 - 8.3.4 it shall use the DfE Data Extracts only in accordance with the Permitted Use and the terms of this Agreement;

8.3.5 it has complied with any advice, undertaking or enforcement notice issued to it by the Information Commissioner following:

8.3.5.1 any audit by the Information Commissioner; or

8.3.5.2 any notification of a data security breach or any other breach of the Data Protection Legislation by the Requester; and

8.3.6 it will not make or permit or pursue any analyses which allow the identification of individuals or which permit or enable any other person to identify individuals.

8.4 Each Party warrants and undertakes that it has the capacity and full legal authority to enter into this Agreement, this Agreement has been executed by its duly authorised representative, the making of this Agreement does not conflict with any of its existing obligations and once signed, this Agreement shall constitute its legal, valid and binding obligations.

9. Exclusion of liability

9.1 DfE does not have any obligations to the Requester, whether in contract, tort, breach of statutory duty or otherwise, beyond their obligations expressly set out in this Agreement.

9.2 DfE shall not have any liability (however caused) for any loss of profit, business, contracts, revenues, damage to reputation, increased costs or expenses or any indirect or consequential loss arising under or in connection with this Agreement.

9.3 Nothing in this Agreement shall operate to exclude or limit the liability of either Party to the other for:

9.3.1 fraud or fraudulent misrepresentation;

9.3.2 death or personal injury caused by negligence of that party;

9.3.3 any matter for which it would be unlawful for the Parties to exclude liability.

10. Termination

10.1 DfE may without liability terminate this Agreement immediately by written notice to the Requester, if:

10.1.1 The Requester commits a material breach of this Agreement and, where such breach is capable of remedy, if in the reasonable opinion of DfE, this has not been properly remedied within 7 days of written notice of the breach being given by or on behalf of the DfE;

10.1.2 The Requester is acting or has acted in a manner materially prejudicial to the DfE's goodwill and reputation or to the detriment of the DfE's relationship with other government departments and public organisations;

10.1.3 The DfE no longer requires this Agreement where this Agreement has been replaced by a subsequent agreement and the Parties have agreed to terminate this Agreement.

11. Consequences of termination

11.1 Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at termination.

11.2 The following clauses shall survive the termination of this Agreement:

- 11.2.1 Definitions
- 11.2.2 Clause 3 - Duration
- 11.2.3 Clause 4 – Data Protection
- 11.2.4 Clause 6 – Supply of DfE Data Extracts
- 11.2.5 Clause 7 – Review and Audit
- 11.2.6 Clause 8 – Warranties
- 11.2.7 Clause 9 – Exclusion of liability
- 11.2.8 Clause 10 – Termination
- 11.2.9 Clause 11 – Consequences of termination
- 11.2.10 Clause 12 – Publication of Agreement details
- 11.2.11 Clause 13 - Information requests
- 11.2.12 Clause 14 – Alternative Dispute Resolution
- 11.2.13 Clause 17 - Intellectual property rights - DfE Data Extracts

12. Publication of Agreement details

12.1 The Requester consents to DfE publishing the following details on GOV.UK:

- 12.1.1 A brief description (150 words) of the Permitted Use
- 12.1.2 The name of the Requester
- 12.1.3 The classification of the data the Requester is supplied
- 12.1.4 Licence / Agreement End Date
- 12.1.5 Frequency of the data share
- 12.1.6 Delivery mechanism (via secure transfer mechanism or a Secure Environment)

13. Information requests

13.1 Both Parties acknowledge that they are subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and agree to provide reasonable assistance to each other to enable them to each comply with their obligations under this legislation.

14. Alternative Dispute Resolution

14.1 If any dispute arises in connection with this agreement, senior representatives of each Party with authority to settle the dispute will, within 10 Working Days of a written request from one Party to the others, meet in a good faith effort to resolve the dispute.

14.2 If the dispute is not resolved at that meeting, the Parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing ("ADR notice") to the other Parties to the dispute requesting mediation. A copy of the request should be sent to CEDR

Solve. The mediation will start not later than 20 Working Days after the date of the ADR notice.

- 14.3 No Party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or one of the other Parties has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.
- 14.4 Nothing in this clause shall prevent any Party seeking a preliminary injunction or other judicial relief at any time, if in its judgement such action is necessary to prevent irreparable damage.
- 14.5 This Agreement shall be governed by and construed in accordance with English Law and, to the extent disputes arising out of or relating to this Agreement are not settled under the above procedures, the Requester submits to the exclusive jurisdiction of the English Courts.

15. Notices

- 15.1 DfE and the Requester agree that DfE may vary the terms of this Agreement with the Requester by exchange of email provided that the emails are exchanged between the Requester Primary Contact and the DfE Contact as specified in Schedule 2 or such other individuals as the Parties may notify to the other from time to time. Copies of the email exchange shall be retained by DfE. All applications to DfE should be sent by email using the email address data.sharing@education.gov.uk
- 15.2 Any notice to be given pursuant to this Agreement;
- 15.2.1 Shall be in writing; and
- 15.2.2 sent by email to:
- DfE at data.sharing@education.gov.uk.
 - the Requester at the email address specified as the Requester Primary Contact in the Schedule
 - or such other email addresses as may be notified by the Parties from time to time.
- 15.2.3 In the absence of evidence of earlier receipt any such notice shall be deemed to have been given or received on the second business day following the day of sending the email.

16. General

- 16.1 This Agreement may not be assigned, or otherwise transferred, in whole, or in part, by the Requester without the prior written consent of the DfE.
- 16.2 Subject to clause 4.13, in the event that either Party wishes to vary any term of this Agreement then that Party will give notice in writing to the offices of the other Party in accordance with clause 15, explaining the effect of and reason for the proposed variation. As the controller for the personal data covered by this Agreement, DfE will have the final say on any proposed variation to this Agreement.

- 16.3 Subject to clause 4.13, no amendment or variation to this Agreement, or any revocation or extension of this Agreement, shall be effective unless it is made in writing and signed by the Parties.
- 16.4 The Requester shall not be entitled to sub-licence any of the rights granted to it by the DfE under this Agreement.
- 16.5 For the purpose of section 1(2) of the Contracts (Rights of Third Parties) Act 1999 the Parties state that they do not intend any terms of this Agreement to be enforced by any third parties; but any third party right which exists or is available independently of that Act is preserved.
- 16.6 This Agreement, and the Individual Declarations contain the whole agreement between the Parties and supersede any prior written, or oral, agreement between them in relation to its subject matter and the Parties confirm that they have not entered into this Agreement on the basis of any representations that are not expressly incorporated into this Agreement other than those contained within the DfE Data Extracts Request Application Form and the Information Security Questionnaire.
- 16.7 The rights and remedies of either Party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by one Party to the other nor by any failure of, or delay by the said Party in ascertaining or exercising any such rights or remedies. The waiver by either Party of any breach of this Agreement shall not prevent the subsequent enforcement of that provision, and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.
- 16.8 Any provision of this Agreement which is held invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof.
- 16.9 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same contract. No counterpart shall be effective until each Party has executed at least one counterpart.
- 16.10 This Agreement does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it.

17. Intellectual property rights - DfE Data Extracts

- 17.1 All intellectual property rights in the DfE Data Extracts and in any database containing the DfE Data Extracts compiled by the DfE are vested and shall remain vested in the DfE. The Requester acknowledges that the DfE Data Extracts is derived from databases compiled and owned by the DfE and that the DfE retains all rights in the DfE Data Extracts and such databases under the Copyright and Rights in Databases Regulations 1997.

Schedule 1 - Processing, Personal Data and Data Subjects

This Schedule shall be completed by the DfE, who may take account of the view of the Requester, however the final decision as to the content of this Schedule shall be with the DfE at its absolute discretion.

Description	Details
Subject matter of the processing	The data will consist of names and addresses of potentially eligible parents for educational benefits under the Education Act 2001 to disadvantaged two year olds.
Duration of the processing	Continuous until such time as the DfE and DWP agree to terminate the data share or until this DSA is terminated.
Nature and purposes of the processing	To identify families whose children may be eligible to take up free early education.
Plan for destruction of the data once the processing is complete (UNLESS requirement under union or member state law to preserve that type of data)	DfE will provide Bristol City Council with the data file through the school2school system. Local authorities may download copies of the file from this location and must store these copies in a secure location. Data contained in this file may only be used to contact parents for 3 weeks from the date the Department issues the file to local authorities and all copies must be destroyed securely after 8 weeks from date of issue.

Schedule 2 - Agreement for the Supply of DfE Data Extracts to Requester

Data Sharing Approval Panel (DSAP) No:

DfE Data Extracts Request (DR) reference No:

Information Asset Owner (IAO) No:

DfE primary contact name, position, telephone number, email address	Beth Matthewson 2YO Entitlement Team 0114 212 7783 Beth.matthewson@education.gov.uk
DfE secondary contact name, position, telephone number, email address	Maria Sciara 2YO Entitlement Team maria.sciara@education.gov.uk
DfE Data Protection Office name, address, telephone number, email address	Emma Wharram, Data Protection Officer, DfE, 1st Floor, Sanctuary Buildings, Great Smith Street, London, SW1P 3BT, 0207 783 8656, Emma.WHARRAM@education.gov.uk

Name of Requester	Bristol City Council
Requester Primary Contact name, position, telephone number, email address	Scott Morris Early Years Information & Systems Lead 0117 9037658 scott.morris@bristol.gov.uk
Requester Secondary Contact name, position, telephone number, email address	Dawn Butler Early Years Inclusion Manager 0117 3772343 dawn.butler@bristol.gov.uk
Requester Data Protection Officer name, address, telephone number, email address	Lynne Miller Senior Data Protection Officer 0117 3574472 data.protection@bristol.gov.uk
Commencement date	2 August 2021
Licence end date or Related Agreement end date	This DSA will be reviewed by 1 September 2022.
Requester's review date (if agreed that the DfE Data Extract is ongoing requirement)	This DSA will be reviewed annually, on or before the 1st September 2022.

DfE Data Extracts to be provided to the Requester	<p>DfE will provide an excel spreadsheet of data provided by DWP, including:</p> <ul style="list-style-type: none"> • TITLE • SURNAME • FORENAME_1 • ADDRESS_LINE_1 • ADDRESS_LINE_2 • ADDRESS_LINE_3 • ADDRESS_LINE_4 • POSTCODE • LEA_CODE • ADDRESS_DIFF • PHASE1_FLAG • D_FLAG • MULTIPLE_FLAG • UC_FLAG • CONTACT_PREFERENCE <p>The above data items are matched against the following benefits –</p> <p>Income Support, Job Seekers Allowance, Incapacity Benefit, Employment Support Allowance, Child Benefit, Universal Credit, and Children in receipt of Disability Living Allowance and the guarantee element of State Pension Credit;</p> <p>Entitled to Child Tax Credit and have an annual income not exceeding £16,190 (as of 6 April 2012), as assessed by Her Majesty's Revenue and Customs.</p> <p>A child whose parent is entitled to the Working Tax Credit four-week run-on (the payment someone receives for a further four weeks after they stop qualifying for Working Tax Credit).</p>
DfE Data Extracts already held by the Requester	No.
DfE classification of the Data Share	<p>Personal level data, including instant identifiers (full names) and information (benefits data) where there is a public expectation that the data will be treated sensitively. No specified special category data is shared.</p> <p>and</p> <p>Sensitivity level (C)</p>
Expected timescale for delivery of DfE Data Extracts (from receipt of this signed Schedule)	DfE will endeavour to share the lists 7 times per year, in the first week of April, June, August, September, November, January and March.
Permitted Use	This data shared to support local authorities to increase take of the 2-year-old early education entitlement. Bristol City Council may use this data to make contact with parents and support them through the process of applying for and finding a childcare place.
Permitted Intended Outputs	N/A

Permitted User(s)	Please refer to the Annex attached to this Schedule.
DfE Legal Base	The data-sharing power (as set out in Section 1 of the Education Act 2011, which introduced new sections 13A and 13B to the Childcare Act 2011) came into force from 1st September 2012. This allows data sharing “for use for the purpose of determining eligibility for free of charge early years provision”.
GDPR conditions for processing data and conditions for processing special categories of data	Public interest – statutory and government purposes.
Disclosure Control	This data may not be shared outside of Bristol City Council without prior permission from the DfE. Bristol City Council will ensure that where the data is shared within the local authority that it is being shared only with permitted users and in the most secure ways, ensuring all security standards / measures are adhered to through regular governance reviews.
Method of transfer and file format	DfE will transfer the file to Bristol City Council via the school2school system.
Special conditions (if any)	NA


Date for provision and destruction of data (include any data already held)

DfE Data Extracts, DSAP / IAO Ref. No.	Version	Year(s)	DfE target date for supply of DfE Data Extracts	Date for destruction of DfE Data Extracts by Requester
November 2021 2YO list	1	2021	w/c 1 November 2021	Contact made to parents within three weeks of issue Destruction after 8 weeks from date of issue
January 2022 2YO list	1	2022	w/c 3 January 2022	Contact made to parents within three weeks of issue Destruction after 8 weeks from date of issue
March 2022 2YO list	1	2022	w/c 1 March 2022	Contact made to parents within three weeks of issue Destruction after 8 weeks from date of issue
April 2022 2YO list	1	2022	w/c 4 April 2022	Contact made to parents within three weeks of issue Destruction after 8 weeks from date of issue
June 2022 2YO List	1	2022	w/c 6 June 2022	Contact made to parents within three weeks of issue Destruction after 8 weeks from date of issue
August 2022 2YO List	1	2022	w/c 1 August 2022	Contact made to parents within three weeks of issue Destruction after 8 weeks from date of issue


Signatories

In signing below, the Parties are agreeing to the terms and conditions set out in this Service Level Agreement (the "Agreement").

For and on behalf of **Bristol City Council** (the "Requester")

Signed by	Scott Morris
Position	Early Years Information & Systems Lead
Signature	
Date	9/9/2021

For and on behalf of the **Department for Education** (the "controller")

Signed by	Joanna Mackie (SRO)
Position	Deputy Director – Early Years Sufficiency and Entitlements
Signature	
Date	03/12/2021