**INFORMATION SHARING AND** **MANAGEMENT OF INFORMATION FOR FAIR ACCESS PROTOCOL**

\*Data will be shared in line with City Council policy for safeguarding.

The partners to these arrangements are separate data controllers and agree to share only accurate information on children who are eligible to be allocated a school place under the FAP. Information is shared under the following non-exhaustive legislation: Schools Admission Code (Dec 2014). This legislation requires each Local Authority (LA) to have in place a FAP agreed with the majority of schools in its area. The requirement is supplemented by further advice from the Department for Education (DfE) ‘Fair Access Protocols: Principles and Process’ published in November 2012 and the Data Protection Act 2018 for the purposes of allocating a school place to a child under the FAP.

The partners agree to:

* maintain the confidentiality of personal data to which it has authorised access;
* indemnify each other against all liability, loss, costs, expenses, and proceedings incurred or suffered by the other partner due to any failure by the Partner or its employees, agents or third party processors to comply with any of its obligations under the Data Protection Legislation;
* process personal data only to the extent and in such a manner as is necessary for its obligations under this Summary of Partnership Arrangements and in all respects as is required and permitted by law;
* process personal data only on the basis of one or more legal conditions in the relevant Data Protection Legislation.  Both Partners undertake to fully comply with the requirements and principles of Data Protection Legislation and information held by either party may be disclosed to other agencies where permitted by law and in accordance with any applicable transparency requirements;
* have a policy on confidentiality which accords with the principles of the Data Protection Legislation and will have mechanisms in place to ensure full compliance;
* ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its 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 the technical and organisational measures adopted by it);
* ensure that all personnel who have access to and/or process personal data for the purposes of this Summary of Partnership Arrangements are obliged to keep the personal data confidential;
* give each other reasonable assistance, at the requesting party’s cost, in responding to any request from a data subject and in ensuring compliance with its obligations under Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
* notify the other promptly on becoming aware of any breach of security relating to personal data received from or processed on behalf of the other party under this Summary of Partnership Arrangements.

The provisions of this Data Protection clause shall apply during the Agreement period and indefinitely after its expiry.

It is noted that Coventry City Council is subject to Freedom of Information (FOI) and Environmental Information (EIR) legislation.

Information will be shared in line with the data protection principles under the General Data Protection Regulation (GDPR) and each data controller will have its own policies and procedures