

Multiply

DATA SHARING AGREEMENT

This Data Sharing Agreement (DSA) sets out the data sharing arrangements between the West of England Combined Authority and Multiply delivery partners in relation to the Multiply Programme funded through the Combined Authority and its Multiply initiative.

The named partners for the Multiply Programme are:-

- Bristol City Council

DEFINITIONS

Joint Controllers: two or more data controllers who jointly control the purposes and means of personal data processing

Data Sharing Agreement: a memorandum of understanding between data controllers determining principles, arrangements and respective responsibilities for compliance with applicable data protection legislation

Data Protection Legislation: (i) the GDPR, the LED, and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018; (iii) all applicable Law about the processing of personal data and privacy;

Data Protection Impact Assessment: an assessment of the potential impact of the envisaged processing on the protection of Personal Data, including both privacy risks to data subjects; and corporate risks to controllers;

Data Controller, Data Processor, Joint Controllers, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the GDPR;

Security incident: any event that results, or may result, in unauthorised access to, or destruction or loss of, the Personal Data covered by this Agreement¹,

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access their Personal Data;

DPA 2018: Data Protection Act 2018;

GDPR: The General Data Protection Regulation (Regulation (EU) 2016/679);

LED: Law Enforcement Directive (Directive (EU) 2016/680);

¹ As defined in Schedule A and Annex 1

Party, Parties: a party or all parties to this Agreement;

Security Measures : appropriate technical and organisational measures including: effective authentication of personnel authorised to access the database, 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 the such measures adopted by it;

Personnel: all directors, officers, employees, agents, consultants and contractors of the Parties and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement;

The Combined Authority: the West of England Combined Authority

Multiply: the Multiply initiative

ICO: the Information Commissioner's Office

1. DATA PROTECTION

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Combined Authority and the other named Parties are Joint Controllers of the personal data processed for the purposes of implementing Multiply; and which is defined in Schedule A and Annex 1.

1.2 Parties shall provide all reasonable assistance to the Combined Authority regarding the Privacy Impact Assessment of any aspect of Multiply data processing as the project is rolled out and evolves. This includes the effective implementation of any privacy risk mitigation solutions consequently agreed by the parties.

Such assistance may include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.3 Parties shall, for the purposes of Multiply, process Personal Data only in accordance with Schedule A, unless a Party is required to do otherwise by Law. If it is so required, the Party shall promptly notify the Combined Authority processing the Personal Data unless prohibited by Law;

- 1.4 Parties shall ensure that they have adequate Security Measures in place to protect against unauthorised access to, and/or loss or destruction of the personal data processed for the purposes of Multiply. Such measures should take account of:
- (i) the nature and volume of the data to be protected;
 - (ii) the harm that might result from a security incident;
 - (iii) the state of technological development concerning security measures available;
 - and
 - (iv) cost of implementing any measures;
- 1.5 Parties shall ensure that:
- (i) Personnel of any Party do not process Personal Data except in accordance with this Agreement (and in particular Schedule A);
 - (ii) Parties take all reasonable steps to ensure the reliability and integrity of any Party Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Party's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Party or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Combined Authority or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data
- 1.6 Parties shall not transfer Personal Data outside of the EU unless the following conditions are fulfilled:
- (i) the Party has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37)
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
- 1.7 Parties shall retain personal data only for as long as necessary to serve the purposes of processing which are defined in Schedule A, or as may be required by Law.
- 1.8 Each Party shall be responsible for responding to requests they receive from their data subjects for the exercise of data subject rights as established under Articles 15 to 23 of the GDPR, and further clarified by the 2018 DPA. Upon receipt of such a request, the Party concerned shall inform the Combined Authority without delay. The Combined Authority shall provide information and support, as and where necessary, to assist in the preparation of an appropriate and legally compliant response to such a request.
- 1.9 As regards compliance with the GDPR principle of transparency, and the data subjects' rights outlined in GDPR Articles 12 to 14, the Parties shall provide appropriate privacy information at the time of collection of personal data, and to inform data subjects' choice to proceed as a Multiply participant. The content of this privacy information shall be consistent and agreed between the Parties.

1.10 If any of the Parties is made aware of a security incident relating to the processing covered by this agreement, they shall report this to the Combined Authority without delay, and in any case within 24 hours. Parties shall provide information and assistance as may be required by the Combined Authority to:

- i. co-ordinate the containment of any risks to the rights of Multiply data subjects;
- ii. investigate and report the incident to the ICO within 72 hours in compliance with GDPR Article 33;
- iii. respond to any consequent requests for information from the ICO; and
- iv. implement any ICO decisions or orders in this regard.

2 Parties shall remain fully liable for all acts or omissions of their personnel (including contractors).

2.1 The Parties agree to take account of any guidance issued by the ICO. The Combined Authority may on not less than 30 Working Days' notice to the Partners amend this agreement to ensure that it complies with any guidance issued by the ICO.

3. Acceptance

3.1 The terms and conditions and the obligations of this agreement are understood and accepted:

Signed on behalf of the West of England Combined Authority:



Name: Stephen Bashford

Position: Director of Business and Skills
(West of England Combined Authority)

Date: 13th October 2022

Signed on behalf of Bristol City Council

.....
Name: _____ Position: _____

Date: _____

Schedule A: Processing, Personal Data and Data Subjects

1. Partners shall comply with any further written instructions with respect to processing given by the Combined Authority.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	Personal data required for participation in and evaluation of up to 640 (number based on double your enrolment target to allow for data collected due to over recruitment if needed) eligible individuals for Multiply. The categories of personal data to be processed by the Parties are as described in Annex 1
Duration of the processing	Processing will commence upon the date of this agreement and will continue for a period of 3 years.
Nature and purposes of the processing	<p>All personal data will be captured through DfE data sheets provided and managed in the Combined Authority Microsoft 365 environment in Teams/SharePoint. All personal data captured through the forms will be recorded on excel spreadsheets. The spreadsheets will be specific to the Multiply programme and will be managed by the Combined Authority.</p> <p>The spreadsheets will be shared with delivery partners and the DfE for the Multiply Programme via a secure shared Teams channel. The Teams channel will only be accessible by relevant staff from the delivery partners for the Multiply Programme and appropriate Multiply programme staff at the Combined Authority. Data spreadsheets will be uploaded to DfE via their secure upload function.</p> <p>In addition to the personal data collected through the data spreadsheets, qualitative data will be collected from learners, employers and training providers through surveys and round table discussions and case studies to monitor wider impacts and benefits of the Multiply.</p> <p>These surveys, discussions and case studies will be anonymous.</p> <p>An individual deciding to complete the survey will not be required to offer any identifiable information. Any analysis of roundtable discussions will not record individuals who have attended or attributed comments to specific organisations.</p> <p>The data will be processed by delivery partners to:</p>

	<ul style="list-style-type: none"> • Support and assist Multiply participants with progression on to further training and or employment. • Identify any barriers to completing the training. • Define and implement personalised action plans to support completion of training and work progression. <p>The data will be processed by the Combined Authority to:</p> <ul style="list-style-type: none"> • Capture an analysis of each participant's individual circumstances at the start of their involvement with the Programme, so that these can be compared with their circumstances at the end of their engagement with the Programme, and in a specified period beyond the time that their direct engagement with support has ended. • Evaluate the Multiply by monitoring progress against the original programme business case, aims, objectives and outputs. • Conduct statistical analysis of the Multiply model in order to inform development and roll-out of further support initiatives. • Deepen the Combined Authority's understanding of the qualitative impact and outcomes of the Multiply for individuals. • Inform and develop the West of England employment and skills integrated model and strategy, including important gaps such as in-work progression for future service transformation and development. • Allow contact with the participants only where required for audit purposes and case studies. • Promote the programme and report on impact. • Feedback performance of Multiply projects to the DfE <p>If relevant to these evaluation purposes, the data may be processed to contact data subjects after their active participation has ceased, or they have left the programme.</p>
Type of Personal Data	The data given in Annex 1 to this Schedule details all Personal Data items to be processed. This includes special category personal data including information about data subjects' physical and mental health, disabilities, religion, sexual orientation and ethnicity.
Categories of Data Subject	<p>The data subjects are the Multiply programme participants, who will be:</p> <ul style="list-style-type: none"> • Adults aged 19 or over, • Full-time and part-time employed, unemployed, returning to work after a break, self-employed or serving prisoners due

	<p>to be released within 6 months of completion of a Multiply and those on Temporary Release.</p>
<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p>Data will be retained by The Combined Authority, in spreadsheet format. Participant data will be retained on the spreadsheets for a period of three years after participation has ceased, and shall be securely destroyed after this time. Records of eligibility and payments made will need to be retained in accordance with normal rules and requirements relating to the payment of public grant funding.</p>

Annex 1: Description of the personal data processed under this agreement

Data collected for monitoring and evaluation purposes

Applicant information

First Name	
Family/Last Name	
National Insurance number	
Postcode	
Email address	
Telephone number	
Highest level of education completed	<input type="checkbox"/> Entry level <input type="checkbox"/> Level one <input type="checkbox"/> Level two <input type="checkbox"/> Level three <input type="checkbox"/> Level four <input type="checkbox"/> Level five <input type="checkbox"/> Don't Know <input type="checkbox"/> Prefer not to say
Employment status on day prior to beginning the Multiply course	<input type="checkbox"/> Full time employment <input type="checkbox"/> Part time employment <input type="checkbox"/> Self employed <input type="checkbox"/> Unemployed for more than 12 months <input type="checkbox"/> Unemployed for less than 12 months <input type="checkbox"/> In training or education <input type="checkbox"/> Retired <input type="checkbox"/> Long term sickness <input type="checkbox"/> Parental leave/ caring responsibilities
Occupation group	<input type="checkbox"/> Manager/Director/Senior Official <input type="checkbox"/> Professional Occupation <input type="checkbox"/> Associate Professional <input type="checkbox"/> Administrative/secretarial

	<input type="checkbox"/> Skilled trade <input type="checkbox"/> Caring/Leisure/service <input type="checkbox"/> Sales/customer service <input type="checkbox"/> Process/plant and machine operative <input type="checkbox"/> Elementary occupation
Industry sector of current occupation	<input type="checkbox"/> Transportation and storage <input type="checkbox"/> Mining and quarrying <input type="checkbox"/> Manufacturing <input type="checkbox"/> Electricity, gas, steam and air conditioning supply <input type="checkbox"/> Water supply, sewerage, waster management and remediation activities <input type="checkbox"/> Construction <input type="checkbox"/> Wholesale and retail trade; repair of motor vehicles and motorcycles <input type="checkbox"/> Accommodation and food service activities <input type="checkbox"/> Agriculture, forestry and fishing <input type="checkbox"/> Information and communication <input type="checkbox"/> Financial and insurance activities <input type="checkbox"/> Real estate activities <input type="checkbox"/> Professional, scientific and technical activities <input type="checkbox"/> Administrative and support service activities <input type="checkbox"/> Public administration and defence; compulsory social security <input type="checkbox"/> Education <input type="checkbox"/> Human health and social work activities <input type="checkbox"/> Arts, entertainment and recreation <input type="checkbox"/> Other service activities
Gross annual income	£
Universal credit claimant	<input type="checkbox"/> Yes <input type="checkbox"/> No
Caring responsibilities children or other adults	<input type="checkbox"/> Yes caring for children and adults <input type="checkbox"/> Yes caring for children

	<input type="checkbox"/> Yes caring for adults <input type="checkbox"/> No caring responsibilities
Date of birth	
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender <input type="checkbox"/> Non-binary <input type="checkbox"/> Gender fluid <input type="checkbox"/> Other If Other selected please describe _____ <input type="checkbox"/> Prefer not to say
Disability or long term health condition	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Prefer not to say
Ethnicity	<input type="checkbox"/> White <input type="checkbox"/> Mixed/multiple ethnic groups <input type="checkbox"/> Asian/Asian British (Indian, Pakistani, Bangladeshi, Chinese, any other Asian background) <input type="checkbox"/> Black/African/Caribbean/Black British <input type="checkbox"/> Other If Other selected please describe _____ <input type="checkbox"/> Prefer not to say
Please confirm the learner has read all the necessary supporting materials about how their data will be used has provided consent. This necessary to provide the training.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Learners may be asked to take part in qualitative interviews and or surveys to understand their experience of participating in Multiply. This is optional. Is the learner happy to be contacted for this purpose? (Consent may be withdrawn at a later date)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Multiply Start Date	
Where did the applicant hear about the course?	
Has the applicant become a participant?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If no, please state why	
-------------------------	--

Course participants

Attendance rate of total course (%)	
Average number of hours learner has participated in classes weekly	
Average number of hours learner has engaged in additional activity / support weekly	
Has the learner completed all necessary assessments / assignments?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has the learner exited the course before completion?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Reason for drop-out (select main reason):	