

Hwb platform: Data Sharing Agreement

Between: (1) The **School**; and
 (2) **Welsh Government**

1. Background

This Data Sharing Agreement sets out the respective responsibilities of the School and Welsh Government relating to the processing of Personal Data required to facilitate access to the educational portal and managed learning environment known as Hwb (the **Platform**) by staff and pupils from the School.

2. Definitions

Unless otherwise defined in this Agreement, capitalised terms will have the same meaning as set out in the Data Protection Act 1998 and, from 25 May 2018, Regulation (EU) 2016/679 (the General Data Protection Regulation) (collectively, the **Data Protection Legislation**).

3. Purposes of Processing

3.1 The Personal Data specified in Schedule 1 of this Agreement (the **Data**) will be used by Welsh Government for the purposes of:

- (a) creating a secure log-in to the Platform for each pupil and member of staff (each a **User**);
- (b) the on-going administration, management and development of the Platform; and
- (c) only where appropriate consent has been obtained in accordance with Clause [5.3] of this Agreement, the provision by Welsh Government of the Additional Services (as defined in Clause 4.3).

(collectively, the **Purposes**).

4. Acknowledgements

4.1 The School acknowledges that in order for a User to gain access to the Platform, the Data will need to be transferred to Welsh Government via its service provider. The intention of this Agreement is to set out the responsibilities of the parties in order to facilitate that transfer of Data.

4.2 Under the Education (National Curriculum) (Assessment Arrangements for Reading and Numeracy) (Wales) Order 2013, Welsh Ministers have prescribed that certain reading and numeracy tests must be completed by all pupils at maintained schools in Wales. Welsh Ministers have further prescribed that, from September 2018, certain tests must be completed online via the Platform. As these tests move online, they will be changing format and will be known as 'personalised assessments'. Accordingly, all pupils at the School must be provided with a secure log-in to the Platform.

4.3 Welsh Government will also make available further services to Users via the Platform (the **Additional Services**), where they consent to receiving these Additional Services. A User will only be provided with access to the Additional Services where the appropriate consent has been obtained in accordance with Clause [5.3].

4.4 The parties acknowledge and agree that:

- (a) for the purposes of the Data Protection Legislation and in respect of the Data only, the School is the Controller;
- (b) once the Data has been transferred to Welsh Government, Welsh Government shall become an independent Controller in respect of the Data; and
- (c) in respect of the Purposes at Clauses 3.1 (a) and (b), Welsh Government is required to create secure log-ins for every pupil in Wales, including all of the pupils in the School.

5. School's responsibilities

- 5.1 The School shall transfer to Welsh Government the Data in respect of all pupils and staff via the All-Wales Education online provisioning service, the details of which will be made available to the School after signature of this Agreement.
- 5.2 The School agrees that, before any Data is transferred to Welsh Government, it shall:
 - (a) provide to each User and, where you believe it is appropriate, to the person with parental responsibility for that User, a valid privacy notice which complies with the Data Protection Legislation; and
 - (b) ensure that it has is a valid condition for processing which would enable the School to transfer the Data to Welsh Government.
- 5.3 The School shall, so far as a User is able to give a valid consent, seek consent from each User for that User to access the Additional Services. A template consent form is set out in Schedule 2 to this Agreement. In respect of Users who you believe do not have the capacity to consent to the Processing of their Data for the Additional Services, the School shall seek consent from a person with parental responsibility.
- 5.4 The School shall inform Welsh Government of those Users for whom consent has been obtained for the Additional Services at the time the Data is transferred to Welsh Government in accordance with Clause 5.1.

6. Welsh Government's responsibilities

- 6.1 Welsh Government agrees that it will use the Data for the Purposes only and, in particular, it shall not provide the Additional Services to those Users who have not provided their valid consent. Welsh Government shall take the security measures set out in Schedule 3 in respect of the Hwb Platform.

7. Governing law and jurisdiction

- 7.1 This Agreement and all disputes or claims arising out of or in connection with it (including non-contractual disputes or claims) will be governed by the laws of England and Wales as applied in Wales. We both irrevocably agree that the courts of Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement (including non-contractual disputes or claims).
- 7.2 This Agreement is for the benefit of the parties to it and is not intended to benefit, or be enforceable by, anyone else.

Schedule 1 – Data

Pupil data:

- Surname
- Forename
- Date of birth (Only for the purpose of Online Personalised Assessments)
- Gender
- Class/registration group – name and ID
- Subject/class (allow for multiple entries) – name and ID
- National curriculum year
- School – name and ID
- Hwb hashed UPN

Staff data:

- Surname
- Forename
- Subject/class/registration group (allow for multiple entries) with which member of staff is associated (if available) – name and ID
- National curriculum year with which member of staff is associated (if available, e.g. for heads of year)
- School – name and ID
- Staff identifier - letters/number (though Hwb log-in may be used as staff ID)
- Teacher Category

Head teacher:

- Surname
- Forename
- School – name and ID
- Staff identifier - letters/number (though Hwb log-in may be used as staff ID)
- Teacher Category

Schedule 2 – Template Consent form

The Hwb platform

The Hwb platform provides all maintained schools in Wales with access to a wide range of centrally-funded, bilingual digital tools and resources to support the digital transformation of classroom practices. The Hwb platform is managed and operated by the Welsh Government.

All pupils in maintained schools in Wales must be provided with a secure log-in to the Hwb platform. This is because mandatory reading and numeracy tests, currently on paper, will be moving online and must be completed by each pupil via the platform. In order to provide [you / your child] with a secure log-in, the school will be sending basic information to the Welsh Government. The log-in will allow [you/your child] to take the mandatory online assessments, known as 'personalised assessments'.

For more information about the Hwb platform and how information about [you / your child] is used, please see <https://hwb.gov.wales/privacy>.

For more information about the online personalised assessments, please see <http://learning.gov.wales/resources/collections/national-reading-and-numeracy-tests?lang=en#collection-2>

Additional services

If you agree, Welsh Government can also provide [you/your child] with access, via the Hwb platform, to a variety of additional services which are provided by other organisations. These include online learning environments such as Hwb Classes, Microsoft Office 365, Google for Education, and other relevant educational tools and resources. Welsh Government is making these additional services available to help [you/your child] access educational resources. These additional services are centrally funded and there is no cost for you or for your school to access and use them.

Welsh Government will only provide access to these additional services if you sign the form below to indicate your agreement.

Your agreement

If you agree:

- we will tell Welsh Government to provide access to the additional services
- Welsh Government will share information about [you/your child] with its service providers, including Microsoft and Google Education, in order to enable access to the additional services

If you do not agree, we will still share information about [you/your child] with Welsh Government to set up a secure log-in for the Hwb platform, but [you/your child] will not be able to access the additional services.

If you wish to withdraw your consent, please contact the head teacher within your [child's] school.

Signature

Please sign and date this form if you agree to the above.

Signed

Name

Date

Schedule 3 – Security

The Hwb Platform

The Platform has data protection requirements included as part of the design process, the main intention being to prevent:

- Unauthorised people seeing personal data
- Unauthorised changes to personal data

The Platform is assessed at least once a year to make sure the security measures remain appropriate, this includes risk reviews and ethical hacking tests.

The Platform is cloud-based and only cloud service providers that meet the following are used:

- Data centre locations:
 - Either, in the UK, Europe or other countries that have been independently assessed as implementing suitable data protection arrangements
 - And/or, a contractual commitment to enforce data protection principles, using wording that has been independently approved as being suitable
- Physical security at their data centres to prevent intruders
- Technical security measures as part of the cloud service to make sure personal data is safe

For the Platform functionality controlled by Welsh Government the following technical security measures are implemented:

- Additional authentication for access to administrative functions
- Use of encryption when sending or receiving personal data
- Controls to prevent web-based attacks, such as:
 - Cross-site scripting
 - SQL injection
 - Clickjacking
 - Cross-site request forgery

Additional Services

Only services that can demonstrate compliance with Data Protection Legislation will be accessible via the Platform.

Where feasible access to Additional Services will use pseudonymised data, this means using a temporary unique but non-identifying value instead of your name, so that the service being accessed knows you are an authorised Hwb user, but not who you are.

For some Additional Services, identification is a fundamental requirement of the service being offered, for example e-mail. For these services, the personal data shared will be restricted to what is necessary to make the service available, this will minimise what the service knows about you.