Information Sharing Agreement
between the Department for Education and Pearson

This agreement is made on 29th March 2017 by and between:

(1) PEARSON Education Limited, registered company number 872828 with its registered office at 80 Strand, London WC2R 0RL ("Pearson") and

(2) THE DEPARTMENT FOR EDUCATION Sanctuary Buildings, Great Smith Street, London SW1P 3BT ("DfE").

RECITALS

A. The Parties hereby agree that where they have areas of common interest it is appropriate to have an effective information sharing arrangement and continue to share information with a view to such shared information contributing to the respective purpose of each Party, such purpose including but not being limited to:

   (i) protecting standards and quality in UK higher education;
   (ii) maintaining public confidence in the integrity and reputation of UK higher education;
   (iii) protecting the interests of students; and
   (iv) protecting public finances.

B. The purpose of this Agreement is to set out the framework within which DfE and Pearson will share information in order to enable DfE to regulate alternative providers¹ that have courses which are specifically designated for student support purposes by the Secretary of State and to enable Pearson to fulfil its objective to promote and maintain qualifications standards in higher education in the UK and elsewhere. The data will be used by DfE for purposes such as:

   - Monitoring and understanding patterns of progression into and through higher education
   - Controlling student numbers and, course designation, for student support purposes;
   - Measuring impact of new policies, and services affecting private sector; providers and the students studying with them;
   - The analysis of the alternative provider sector to help inform policy development to meet the aims and principles for alternative providers, including and ensuring value for money for students and the taxpayer;
   - Fraud prevention, investigation and debt recovery purposes.

¹ The Teaching and Higher Education Act 1998 (section 22(1)) allows the Secretary of State to designate courses for the purposes of higher education student support. Specific Course Designation is the process by which 'Alternative Providers' of higher education can gain access to student support funding.
C. The scope of this agreement covers, but is not strictly limited to, the following categories of information:

Pearson will share data such as:
- Student enrolment, achievement and withdrawal data (as outlined in schedule 1);
- Outcomes of Academic Management Reviews of a Provider (Centre) including concerns relating to English Language requirements
- Management level information such as institution level data, which can be used to identify anomalies and suspicious activity, ad hoc alerts and transfers of data from Pearson to DfE when unusual or suspicious activity at a centre is either suspected or detected.
- Information relating to allegations of malpractice including tackling plagiarism, where these pertain to the provision of higher education in England or elsewhere
- Exceptional ad-hoc one-off data requests from DfE when needed for example to check providers have registered all students with Pearson, as they are required to do; or, to monitor completion rates for Higher National courses at alternative providers, to identify providers with potentially unsatisfactory levels of performance and so appropriate action can be taken to ensure that public money is well spent.

DfE may share information with Pearson where it is consistent with the Purpose, such as:
- Relevant information that it considers to have a potential implication for the sound governance and management of individual providers.
- Relevant information arising from investigations made by DfE, where such notification to Pearson would be consistent with the Purpose.

and any other category of information not listed which could be reasonably considered to be necessary, beneficial or advantageous to one or other of the parties in the discharge of its functions as identified in Recital B.

D. This agreement sets out the practice adopted by DfE and Pearson since the commencement date.
IT IS AGREED AS FOLLOWS:

DEFINITIONS

In this agreement, the following words shall have the following meanings, unless the context requires otherwise:

Commencement Date 15th December 2017

Data Subject shall have the same meaning as in the Data Protection Legislation

Data Protection Legislation The Data Protection Act 1998, as amended by the General Data Protection Regulation 2016 (GDPR) (EU) 2016/679, or as amended or replaced by any other regulation, declaration or Act of Parliament..

Parties DfE and Pearson, and ‘Party’ shall mean either of them.

Personal Data shall have the same meaning as in the Data Protection Legislation

Processing shall have the same meaning as in the Data Protection Legislation; namely collecting, recording or holding the information or data or carrying out any operation or set of operations on the personal data.

Provider a provider of higher education courses that is not in receipt of direct recurrent funding from HEFCE or an equivalent funding body; does not receive direct recurrent public funding; is not a further education college; and is based in England.

Purpose the purpose detailed in the recitals to this agreement.

Sensitive Personal Data shall have the same meaning as in the Data Protection Legislation

INFORMATION SHARING

1. DfE and Pearson will share relevant information that relates to the standards or quality of provision of Alternative Providers.
2. DIE may share with Pearson information which is predominantly about academic quality and/or academic standards, or matters that could have an impact on these and/or on qualifications standards, except where DIE concludes that it is not sufficiently substantive to disclose, for example, because of lack of information or evidence, lack of credibility or insufficient substance. Where information is shared, Pearson may decide whether further consideration is necessary.

3. Pearson will share with DIE any information that has led it to conclude that there may be issues around the qualifications standards, academic standards, quality or governance of a Provider and/or its management. This may mean that Pearson shares information with DIE in cases where consideration of matters raised by disclosures in relation to the standards and quality of provision are not complete or have not started but shall not impose any obligation on Pearson to do so.

4. Pearson will pass to DIE for consideration any disclosure received concerning financial irregularity in any Provider that is designated by DIE for student support purposes and/or any provider that wishes to apply for specific course designation, save where Pearson is obliged to declare such irregularity in accordance with the Proceeds of Crime Act 2002 or other applicable legislation, and in such circumstances, any disclosure to DIE will only take place following approval from the relevant body.

5. Pearson will share information relating to outcomes of Annual Academic Management Review outcomes of a Provider will be shared by Pearson.

6. The Parties acknowledge that a request to share information may be prompted by media or political interest, and in any such case, the disclosing Party will exercise its reasonable discretion to determine whether information sharing would be appropriate in the context of the Purpose.

FAIR AND LAWFUL PROCESSING

7. The Parties acknowledge:
   i. that certain safeguards are necessary in order to ensure a balance between maintaining confidentiality and sharing information appropriately;
   ii. that they are aware that the Data Protection Legislation contain key principles governing the processing of personal data and
   iii. the relevance of the Human Rights Act (or any Act of Parliament which amends or replaces it) and the common law duty of confidentiality.

8. The Parties shall at all times comply with the Data Protection Legislation, including in any Processing of Personal Data and Sensitive Personal Data exchanged in connection with this agreement and any other legislation in force.
9. Information shall only be processed by DfE and Pearson in accordance with (and in ascending order of priority):
   i. the Purpose;
   ii. as specifically agreed in writing, by electronic or other means.

10. Shared information will be maintained at all times in strict confidence provided always that Information may be disclosed to third parties where:

   i. the third parties have statutory or regulatory functions relating to higher education;
   ii. the sharing is required to fulfill those functions;
   iii. the Party that originally disclosed the information is informed of the disclosure in advance; and
   iv. the sharing is governed by an information sharing agreement, memorandum of understanding or other sponsorship/governance arrangements where appropriate.

11. Prior to sharing Information, DfE and Pearson shall take all reasonable technical and organisational precautions and measures to preserve the integrity of the information and prevent any unlawful or unauthorised access.

PERSONAL DATA

12. The Parties acknowledge that this agreement does not automatically confer the right to exchange or transfer Personal Data, and that in the event that Information containing Personal Data is identified for sharing under the terms of this agreement, the disclosing Party shall be obliged to consider the terms of the Data Protection Legislation before committing to share the Information. The sharing of personal data may be permitted where this is necessary for the exercise of any functions of the Crown, a Minister of the Crown or a government department.

13. Where it is necessary for Personal Data to be shared, this will be relevant and limited to the minimum Information consistent with the purpose for which Personal Data will be disclosed.

14. Personal Data will be disclosed only where the purpose for which it has been agreed to share clearly requires that this is necessary.

15. DfE and Pearson will each restrict access to information containing Personal Data to those of their employees, servants or agents who need to have such access to enable them to carry out their work so that the Parties can discharge their obligations as identified in the Purpose.
16. Personal Data will not be transferred to any other country without suitable data protection laws.

17. Personal Data will be stored, disclosed and destroyed in line with the records retention policies and the technological and resourcing standards, procedures and processes of DfE and Pearson adopted from time to time for this area of work.

18. DfE and Pearson shall fully co-operate with each other to ensure compliance with their obligations under the Data Protection Legislation, DfE and Pearson shall notify each other of the receipt of any of the following, and in any event will assist each other in complying or responding to:

i. Requests for subject access from Data Subjects.
ii. An Information Notice, or any other notice (including in particular any deregistration, enforcement, or transfer prohibition notice) served on either DfE or Pearson by the Information Commissioner.
iii. Complaints from Data Subjects.
iv. Any investigation of any breach or alleged breach of the Data Protection Legislation.

FREEDOM OF INFORMATION

19. The Parties will consult with each other about any disclosure of information that may affect their respective responsibilities under the Freedom of Information Act 2000, or where a Party is not bound by the Freedom of Information Act 2000, under any published policy relating to the release of information by that Party.

OTHER SIGNIFICANT MATTERS

20. The Parties will review and discuss the operation of this agreement routinely as required. Responsibility for ensuring that appropriate information is shared between the Parties will rest with the nominated contacts. For Pearson, the nominated contact is the Director of Higher Education Qualifications and for DfE the nominated contact is the Deputy Director, HE Alternative Providers and Provider Market.

LIABILITY

21. Each Party acknowledges that it is responsible for the processing of information provided by the other Party under this Agreement as a data controller in common with the disclosing party and for the acts and/or omissions of its employees, representatives and any other party with access to the information, whether under the terms of this Agreement or not.

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[2] An Information Notice can be served on an organisation where the Information Commissioner needs further information to determine whether it has complied with the Freedom of Information Act 2000 or Data Protection Legislation.
INDEMNITY

22. The receiving Party shall notify the other Party as soon as possible and, in any event within 24 hours after of any breach of security which might give rise to a risk of the security of the Personal Data; or the loss or unauthorised disclosure of the Personal Data.

23. Each Party will indemnify the other Party in respect of breach of this Agreement such that the disclosing Party suffers or incurs costs, expenses, damages and losses specifically as a result of a breach by the receiving Party.

DURATION AND TERMINATION

24. This Agreement will continue in force until the End date unless revoked by either party by giving at least 10 days written notice or superseded by a future agreement. It is expected that the terms of the agreement will be reviewed annually or earlier with the agreement of both DfE and Pearson in order to ensure its continuing effectiveness.

Signed on behalf of Pearson
Name:
Title: Vice President Strategy and Economics
Date: 12.9.18

Signed on behalf of DfE
Name: Jenny Bradley
Title: Deputy Director, HE Regulatory & Provider Policy
Date: 10.10.2018
SCHEDULE 1: THE AGREEMENT FOR THE EXCHANGE OF DATA BETWEEN THE DEPARTMENT FOR EDUCATION and PEARSON

SCHEDULE OF SUPPLY

A. PEARSON TO DfE

1. Recipient
   DfE

2. Contact Name

3. DfE address
   Department for Education, Sanctuary Buildings, Great Smith Street, London SW1P 3BT

4. Billing Address (if different from above)
   N/A

5. Delivery Address (if different from above)
   N/A

6. End Date:
   31st December 2019

7. Payment (s) (£)
   N/A

8. Excluding VAT
   N/A

9. Payment(s) frequency

Data to be supplied in CSV format (field names in first line)
First dataset: Student data
Conditions
Student data for the centres requested by DfE, covering learners studying for Higher National qualifications only.

Outputs
Centre information
Centre name
Sub-site centre identifier
Sub-site name
Sub-site address

Course information
Course identifier
Name of course
Ofqual (QAN) code
Course type (HND/HNC)
Mode of delivery — e.g. full-time, part-time
Flag to indicate whether the qualification is awarded under license

Student information
Learner Registration Number
Names (including any former names recorded)
Date of birth
Gender
UCAS identifier
Registration date
Enrolment date
Expected completion date
Mode of study (e.g. part-time, full-time, evening only...) Full qualification award made (i.e. the learner has completed all units) Grade awarded
Date of certification
Interim award
Withdrawal date

Second dataset: Student transfers

**Conditions**

Same as first dataset, but additional condition that the learner must have attended more than one primary centre during their year.

**Outputs**

Learner Registration Number
Centre Identifier before transfer
Sub-site identifier before transfer
Enrolment date at first provider
Withdrawal date from first provider
Qfqual QAN code for course before transfer
Name of course before transfer
Qualification type (HNC/HND) before transfer
Centre identifier after transfer
Sub-site identifier after transfer
Enrolment date at second provider

10. Expected timescale for delivery (from receipt of this signed Schedule):

If a learner changed provider more than once in a year each transfer should appear on a separate row. Students "active" in 2009-10 or subsequent years up to the present date.

11. Permitted Purposes:

Data may be used by the Recipient to:
Provide advice to the Department for Education (DfE) relating to the control on student numbers for alternative providers.

To carry out these purposes, DfE may link the data provided by Pearson to other data sources, including (but not limited to) data from the Student Loans Company, the Higher Education Statistics Agency and the National Pupil Database.

12. Special conditions (if any):

The Recipient will publish analysis of the Data only
Publication caveats/data attribution after taking steps through anonymisation to protect individuals and consulting Pearson.

1. Data may not be passed to any third party without the written permission of either party save as required by the Permitted Purpose.

2. Data must not be used in such a way as to enable third parties to identify individuals. No data may be reproduced in any form that would allow a third party to identify or derive information about individuals. If there is any doubt on this issue, then Pearson must be consulted.

3. Data must not be passed to external commercial consultants.

13. Publication caveats /data attribution

Source; [Insert] [dates]
<table>
<thead>
<tr>
<th><strong>DfE to PEARSON</strong></th>
<th><strong>Pearson</strong></th>
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<tbody>
<tr>
<td>1. Recipient</td>
<td></td>
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<tr>
<td>2. Contact Name</td>
<td></td>
</tr>
<tr>
<td>3. Pearson address</td>
<td>190 High Holborn, London, WC1V 7BH, United Kingdom</td>
</tr>
<tr>
<td>4. Billing Address (if different from above)</td>
<td>N/A</td>
</tr>
<tr>
<td>5. Delivery Address (if different from above)</td>
<td>N/A</td>
</tr>
<tr>
<td>7. Payment(s) (£) Excluding VAT</td>
<td>N/A</td>
</tr>
<tr>
<td>8. Payment(s) frequency</td>
<td>N/A</td>
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<tr>
<td>9. Permitted Purposes</td>
<td>Data may be used by Pearson to analyse the findings made by DfE, in particular to identify any provider that do not register students with Pearson.</td>
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<tr>
<td>10. Special conditions (if any)</td>
<td>The HEAPES data should not be referred to in publications until after it is published (externally) by DfE or the Government, typically the March following submission. Data may not be passed to any third party without the written permission of either party. Data must not be used to identify individual. No data may be reproduced in any form that would allow a third party to identify or derive information about individuals. If there is any doubt on this issue DfE must be consulted. Data must not be passed to independent or commercial consultants.</td>
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