

Online Practice Assessment Record and Evaluation tool

Data Sharing Agreement

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Governance review:	Mike Brownsell, University of Chester
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Changes	Date	Author
3.1, 3.2, 3.3 modified	14 th January 2015	Brian Smith
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4.2 and 4.3 added	8 th January 2015	Brian Smith
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5.1 modified	25 th March 2015	Brian Smith
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2.1, 5.2, 6.1.5 modified	16 th April 2015	Mike Brownsell
5.3 & 7.4 added	24 th April 2015	Mike Brownsell
5.1 modified	20 th May 2015	Mike Brownsell

1. Overview

The following agreement governs the provision of students' personal information by {insert Education Provider or Placement Provider} to Health Education North West and identifies the functions for which that information may be used. Both {insert Education Provider or Placement Provider and Health Education North West are, individually, registered as Data Controllers with the Information Commissioner's Office. Any information provided to Health Education North West will continue to be 'owned' by {insert Education Provider or Placement Provider}, Health Education North West will act as a 'Data controller' and may only use the data under the specific conditions of this agreement, within the Governance Framework of the Education Contract with the Education Provider, and the Learning and Development Agreement with the Placement Provider. Any party may terminate this agreement by providing the other parties with three months' written notice.

2. Definitions

'Health Education North West'	The strategic authority for the North West region planning and investing in the development and training of the healthcare workforce. Health Education North West is the sponsor for the North West On line Practice Assessment Record and Evaluation Tool and authors this agreement.
'the Data Controller'	<p>Data controller" means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be, processed;</p> <p>Data is input into the Online Practice Assessment Record and Evaluation tool by the Placement Provider and Education providers.</p> <p>Once data is collected in the system, signatory organisations, together with Health Education North West will be regarded as Data Controllers in common.</p>
'Placement Provider'	Means those placement providers located within the North West who use the Online Practice Assessment Record and Evaluation tool. They are regarded as a data controller of their inputted source data.
'Education providers'	Means those Education Providers, Higher Education/ Further Education and other e.g. North West Skills for Health Academy, located within the North West who use the Online Practice Assessment Record and Evaluation tool, and who have responsibility for ensuring the protocols, processes and activities to ensure the effective use and security of the on line practice assessment record and evaluation tool. They are regarded as a data controller of their inputted source data.
'the Online Practice Assessment and Evaluation	Led by representatives from Edge Hill University

team'	and hosted at the University of Chester and based at Clatterbridge Hospital, Merseyside, working together to develop the Online Practice Assessment Record and Evaluation tool as an out sourced commission to Chester on behalf of Health Education North West.
'the Data Processor'	<p>"Data processor", in relation to personal data, means any person (other than an employee of the data controller) who processes the data on behalf of the data controller.</p> <p>The University of Chester and the Online Practice Assessment Record and Evaluation team have developed this on behalf of Health Education North West; the University of Chester is the organisation responsible for the build and hosting / maintenance of the on line PARE and will maintain the security of the system.</p> <p>In agreement with Health Education North West, the Practice Assessment Record and Evaluation team will act as the Data Processor for the PARE tool.</p>
'Online Practice Assessment Record and Evaluation (Online PARE) / 'the tool'	The Online Practice Assessment Record and Evaluation tool is a multi-functional, multi-platform electronic tool that can be accessed via tablet, mobile and desktop computing devices, which has been developed for Health Education North West by the Online Practice Assessment Record and Evaluation team. The Online Practice Assessment and Evaluation tool collects information about the educational efficacy and outcomes of the learners experience of multi-professional practice placements throughout the North West region which produces management information from the data collected.
'the data'	The sets of data defined in section 3

2. How data will be used by the Online Practice Assessment and Evaluation team

The Online Practice Assessment and Evaluation team will use the data for the following purposes only:

- 2.1 Administration of Placement Practice Assessment Records
- 2.2 Administration of Placement Evaluations
- 2.3 Generation of trend report and analysis
- 2.4 Generation of regional reports regarding resources, experience, quality and support within the North West practice placement areas utilising this Online Practice Assessment and Record tool.

3. Data/information to be shared

3.1 The Educational provider will provide the Online Practice Assessment Record and Evaluation team with the following registered student information from their student records system.

Student ID Number; Forename; Surname; email address*; Programme of study; Cohort Year; Username**;

*A PARE system generated email will be sent to the users email address inviting them to authentication their account and set an encrypted password.

**Student's university email address will be used as their P@RE Username.

3.2 Educational provider staff using the Online Practice Assessment Record and Evaluation tool will self-register providing the following information.

Administration staff

Forename; Surname; email address*; Username

Academic staff

Forename; Surname; email address*; Username

3.3 Healthcare staff using the Online Practice Assessment Record and Evaluation tool will self-register providing the following information.

Administration staff

Forename; Surname; email address*; Username

Placement Provider staff

Forename; Surname; email address*; Username

*A PARE system generated email will be sent to the users email address inviting them to authentication their account and set an encrypted password.

3.4 No sensitive personal data (as defined by the Data Protection Act 1998) will be transferred between the Online Practice Assessment and Record team and the educational provider and healthcare organisations.

3.5 The educational provider will provide data for registered current students only.

4. Information provision

4.1 Student information will be provided via a regulated 'Read Only' view of the Student Information Database six weeks prior to their placement and during their placement.

4.2 The following users; Practice mentors, Practice Education Facilitators, Academic Links, Personal tutor, Module and Programme leads will have a 'Read Only' access to student information only when the student is undertaking the placement in the practice staff area of work.

5. Data transfer & Security

5.1 Both the educational provider and the Online Practice Assessment Record and Evaluation team warrant that all data shared under this agreement will be kept secure and protected against unauthorised access, use or disclosure. In particular, information about identifiable students will only be made accessible to individuals who necessarily need access to that information for the specified purpose. If the Online Practice Assessment Record and Evaluation team becomes aware of any potential data breach of security, which involves data owned by the educational provider, it must be raised immediately with the Data Controllers within the relevant organisation.

The electronically transmitted data to the Online Practice Assessment Record and Evaluation team will adhere to the latest security measures to ensure the eight Data Protection Act (1998) principles are met. All educational provider data shall be purged at the end of the annual academic session once the required retention period has been exceeded.

Complaints about the use or misuse of personal information held within the Online Practice Assessment Record and Evaluation must be addressed by the organisation where the complaint originated and should be raised using the organisations own complaint's process. Any complaints must be notified to the Online Practice Assessment Record and Evaluation team so they are aware of any outstanding issues and can ensure any wider mitigation that might be required.

5.2 In accordance with section 7 of the Data Protect Act 1998; individuals may request to see a copy of the information 'the tool' holds about them. A valid subject access request can be made in writing to the Online Practice Assessment Record and Evaluation team at the following address: Online PARE team, Clatterbridge General Hospital, Wirral, CH63 4JY. Subject access requests processed by the PARE team will be on behalf of, and authorised by, HENW as the Data Controller.

5.3 The OnlinePare website is hosted on a dedicated server with UKFast. The server is physically located in an ISO accredited data centre in Manchester. (ISO 27001:2005, ISO 9001:2008 and PCI DSS)

<https://www.ukfast.co.uk/our-datacentres.html>

6. Conditions for the processing of student personal information

6.1 With regard to the use of the data, the Online Practice Assessment Record and Evaluation team shall:

6.1.1 Ensure compliance with the education provider's Data Protection Policy [{insert link to policy}](#) and where appropriate;

6.1.2 Ensure compliance with the eight data protection principles in the Data Protection Act 1998

6.1.3 Ensure that all staff and any staff of the data processor, handling student personal information are fully aware of the Data Protection Act and principles before processing begins

6.1.4 Ensure that any data processor has security policies and procedures in place for all parties involved to ensure compliance with Principle 7 of the Data Protection Act 1998.

6.1.5 Provide reports/ evidence as requested to HENW on the technical and organisational measures it has in place to protect the personal data it is processing on HENW's behalf.

7. Restrictions on the use of information

7.1. The information provided by the educational provider to the Online Practice Assessment Record and Evaluation team shall not be passed to any third party without the express approval from the educational provider.

7.2. The information provided by the educational provider to the Online Practice Assessment Record and Evaluation team shall not, without the express consent of the Education Provider and the individual concerned, be used for the purpose of marketing services

7.3 Information sent to users and accessed by placement provider staff relates directly to the expected purpose and functions of the Online Practice Assessment Record and Evaluation tool.

7.4 Through an in-built structure of password protected, predetermined access permission levels dependent on role within an organisation; student evaluations and PAR documents will only be available to staff directly responsible for a student over the relevant period of time. For placement Provider staff the following restrictions apply: Practice Education Facilitators (PEFs) can only view evaluations and PAR documents relating to placements in their organisations. Ward Managers and mentors have further restrictions, they can only view student data relating to their ward/placement area. For HEI education staff the following restrictions apply: The top level HEI administrators (e.g. Director of Nursing Studies) will have access to view their student's data in all placement areas. Academic links can only view student data relating to their assigned placement area. HEI staff cannot view any data relating to students in other HEIs.

8. Retention of information

8.1 Data must only be kept for the length of time necessary to perform the processing for which it was collected. This applies to both electronic and non-electronic personal data. The Online Practice Assessment Record and Evaluation team will ensure that it adheres to the educational provider's records retention policies for student information.

8.2 In accordance with Principal 4 of the Data Protection Act 1998 Education, placement providers and end users of the Online Practice Assessment Record and Evaluation tool will be responsible for:

- 1) taking reasonable steps to ensure the accuracy of any personal data they enter into the Online Practice Assessment Record and Evaluation tool;
- 2) ensure that the source of any personal data is clear;
- 3) carefully consider any challenges to the accuracy of information; and consider whether it is necessary to update the information.

9. Monitoring, review and publication

9.1 The Online Practice Assessment Record and Evaluation team will monitor the patterns of usage utilising the available in system monitoring tools to ensure use for authorised activities only for the intended purpose and within the limits of any licensed agreement for use. Any reports and implications arising from this monitoring will be shared with partners so that they can take any required local action.

9.2 The Online Practice Assessment Record and Evaluation team, on behalf of the Health Education North West, and with support of stakeholders, will review this agreement on a twelve-month cycle ensuring that the protocol reflects best practice and remains fit for purpose.

10. Signature

By signing this protocol, all signatories accept responsibility for its execution and agree to ensure that staff are trained so that requests for information and the process of sharing itself is sufficient to meet the purpose of this agreement. Signatories must also ensure that they comply with all relevant legislation.

Signed on behalf of {insert education provider or placement provider}:

Name: _____

Position: _____

Date: _____

Signed on behalf of {on behalf of Health Education North West}

Name: _____

Position: _____

Date: _____