



**North  
Northamptonshire  
Council**

**DATA PROCESSING SCHEDULE**

**HABILITATION SPECIALIST SERVICE NEEDED FOR YOUNG PEOPLE WITH  
VISION IMPAIRMENTS**

# **HABILITATION SPECIALIST SERVICE NEEDED FOR YOUNG PEOPLE WITH VISION IMPAIRMENTS**

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## **Contents**

1. Introduction .....	3
Table A – Data Processing Schedule .....	3
Table B – Data Processing Schedule Definitions and Interpretation.....	12

# **HABILITATION SPECIALIST SERVICE NEEDED FOR YOUNG PEOPLE WITH VISION IMPAIRMENTS**

## **1. Introduction**

- 1.1. The Supplier shall comply with any further reasonable written instructions with respect to processing by North Northamptonshire Council and West Northamptonshire Council (hereafter referred to as the “Councils”, or “NNC” and “WNC” as applicable).
- 1.2. Any such further instructions shall be incorporated into the Schedule at Table A, below.

**Table A – Data Processing Schedule**

<b>Data Processing Schedule</b>					
<b>Description of Services</b>					
<p>Provision of services for habilitation specialists to provide support to students aged 0 to 19 years to develop independent skills. The service includes individual assessments with tailored plans. Each child and young person will be individually assessed, and this will influence the required outcome.</p> <p>This provision is required by the Sensory Impairment Service, which is part of North Northamptonshire Council (NNC) and on behalf of West Northamptonshire Council (WNC). The Sensory Impairment Service provides support to students across Northamptonshire and is committed to improving educational outcomes, life chances and independence skills for children and young people who have a vision impairment.</p>					
<b>Roles of The Parties</b>					
The relationship between the parties is Controller & Processor.					
The Data Controller is:	North Northamptonshire Council (NNC)				
The Data Processor is:	[TBC]				
The Data Discloser is:	[TBC]				
The Data Recipient is:	NNC				
The data controllers Data Protection Officer's contact details:	NNC DPO Email: <a href="mailto:DPO@northnorthants.gov.uk">DPO@northnorthants.gov.uk</a>				
<p>All parties to this schedule must appoint and communicate to each other the Specific Points of Contact (SPOC). The SPOCs within each organisation will be the first point of contact for questions about this schedule.</p> <table><tr><td colspan="2"><b>NNC</b></td></tr><tr><td>Name</td><td></td></tr></table>		<b>NNC</b>		Name	
<b>NNC</b>					
Name					

## **HABILITATION SPECIALIST SERVICE NEEDED FOR YOUNG PEOPLE WITH VISION IMPAIRMENTS**

Job Title	Sensory Support Manager
Email	
<b>TBC</b>	
Name	
Job Title	
Email	

Data controllers are responsible for ensuring that the processing of personal data takes place in compliance with UK GDPR and the Data Protection Act 2018. Data controllers have the right and obligation to make decisions about the purposes and means of the processing of personal data.

Unless legally exempt, the provider is obligated to provide the data controller with confirmation and evidence of ICO registration.

Each party ensures that it has all necessary notices and consents in place to enable lawful transfer of the shared personal data between the parties for the agreed purposes.

### **Purpose and Scope**

The agreed purpose of this processing is for them to provide suitable specialists to support to students aged 0 to 19 years to develop independent skills.

Each party considers this data sharing initiative necessary to achieve the agreed purpose.

The aim of the data processing is to ensure that the right people are recruited to the role, to improve educational outcomes, life chances and independence skills for children and young people who have a vision impairment.

It will serve to benefit society by ensuring continuity of services and enhance independent living skills.

### **Purpose Limitation**

Personal data will be processed only on the data controller's documented instructions and not be, shared, disclosed, or used in any way except:

- in accordance with this Schedule; or
- as required by law.

As long as in keeping with this schedule and UK data protection legislation, the data processor may make its own day-to-day operational decisions, unless it is required to do otherwise by law.

## **HABILITATION SPECIALIST SERVICE NEEDED FOR YOUNG PEOPLE WITH VISION IMPAIRMENTS**

Any information sharing is undertaken in accordance with UK GDPR and the Data Protection Act 2018. Further details can be found in the [Sensory impairment service privacy notice](#) on the [councils website](#).

Subsequent instructions can also be given by the data controller throughout the duration of the processing of personal data, but such instructions shall always be documented and kept in writing, including electronically.

Under Article 28(3)(d) the data processor should not engage another data processor (a sub-processor) without the data controller's prior specific or general written authorisation.

Where the data processor intends to engage a sub-contractor pursuant to clause 4.6 above and intends for that sub-contractor to process any personal data relating to this agreement, it shall:

- notify the data controller in writing of the intended processing by the sub-contractor.
- obtain prior written consent from the data controller to the processing.
- enter into a written agreement incorporating terms which are substantially similar to those set out in this schedule. Where applicable the data processor is liable to the data controller for a sub-processor's compliance with its data protection obligations.

The data recipient shall:

- not transfer or otherwise process the personal/special category data outside the UK without obtaining the data controller's prior written consent, which will include the transfer instructions and obligations under Article 45, 46 & 49 UK GDPR.
- not share the shared personal data with any third party without the consent of the data discloser in accordance with the data controllers transfer instructions.

### **Lawful Basis**

The UK GDPR Article 6 lawful basis for processing personal data is:

- 1 (c) processing is necessary for compliance with a legal obligation to which the data controller is subject; and
- 1 (e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller.

The governing legislation is:

- [Education Act 2011](#)
- [The Children and families Act 2014](#)
- [The SEND code of practice 2014](#)

## **HABILITATION SPECIALIST SERVICE NEEDED FOR YOUNG PEOPLE WITH VISION IMPAIRMENTS**

The lawful basis for processing requesting anonymised data for reporting and monitoring purposes, is to evidence the party's compliance with its statutory requirements regarding assessment in line with

- Education Act 2011
- The Children and families Act 2014
- The SEND code of practice 2014

In respect of special categories of personal data, UK GDPR Article 9 ground is:

- 2 (h) processing is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of Union or Member State law or pursuant to contract with a health professional and subject to the conditions and safeguards referred to in paragraph 3.

For information shared or provided for fraud, law enforcement and prevention and detection of crime purposes, the lawful basis will be legal obligation. Requests will be actioned in accordance with Data Protection Act 2018 Schedule 2, Part 1.

In respect of special categories of personal data, UK GDPR Article 9 ground: 2 (f) processing is necessary for the establishment, exercise, or defence of legal claims or whenever courts are acting in their judicial capacity.

In respect of special categories of personal data, Data Protection Act 2018 Schedule 1, Part 2, (10) Preventing or detecting unlawful acts; (11) Protecting the public against dishonesty etc; (12) Regulatory requirements relating to unlawful acts and dishonesty etc; and/or (14) Preventing fraud.

### **Data Use Provisions and Data Quality**

The data processor will be required to undertake assessments of children and young people with visual impairments; support children and young people to develop life skills, such as moving around safely and without hurting themselves and being able to get where they want to, safely.

The data processor will be required to complete a monitoring report following each session with the young person and a final report following the end of the intervention with the child or young person.

The shared data will be for the purposes of the habilitation activity only. This will be used to monitor and report the outcome of the completed work only.

The disclosing party is responsible for the quality of the data they are sharing.

## **HABILITATION SPECIALIST SERVICE NEEDED FOR YOUNG PEOPLE WITH VISION IMPAIRMENTS**

Before sharing data, the disclosing party will check that the data being shared is accurate valid, reliable, timely, relevant, complete, and up to date to the best of their knowledge. If sensitive data is being shared, which could harm the data subject if it was inaccurate, then particular care must be taken.

The parties shall ensure that the shared personal data remains confidential and that no one, including any member of any party's staff, workers or otherwise, has access to the shared personal data other than those directly involved in, or connected with, the agreed purposes.

The data processor shall at the request of the data controller demonstrate that the concerned persons under the data processor's authority are subject to the abovementioned confidentiality.

### **Categories of Data Subject**

Visionally impaired children and young people residing in Northamptonshire.

### **Categories of Personal Data**

The data processor will be required to process the following data on the data controller's behalf, for the agreed purpose:

- Forename
- Surname
- Address
- Postcode
- Date of birth
- Age
- Email address
- Telephone number

For fraud, law enforcement and prevention and detection of crime purposes, the parties will specify as part of the request.

### **Special Categories of Personal Data**

The data processor will be required to process the following special category data on the data controller's behalf, for the agreed purpose:

- Medical information regarding the visual impairment of the child or young person.

## **HABILITATION SPECIALIST SERVICE NEEDED FOR YOUNG PEOPLE WITH VISION IMPAIRMENTS**

### **Monitoring and Reporting Data**

The Data processor will be expected to send via secure email:

- Habilitation assessment paperwork and outcomes.
- Monitoring reports following each habilitation session with the child or young person
- Final reports following the end of the habilitation intervention.

Anonymised business reporting / invoices will also need to be returned.

### **Security Measures**

Data controllers and data processors are obliged under Article 32 to put in place appropriate technical and organisational measures to ensure the security of any personal data they process which may include, as appropriate:

- encryption and pseudonymisation.
- the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.
- the ability to restore access to personal data in the event of an incident; and
- processes for regularly testing and assessing the effectiveness of the measures.

All shared personal data shall be encrypted and transferred by secure methods approved by both parties.

It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the shared personal data in accordance with the technical and organisational security measures set out in this schedule, together with any other applicable laws and guidance.

Anonymised data can be sent via email.

Personal or special category data for law enforcement, prevention and detection of crime or fraud should be sent via secure file transfer portal. In this event the data controller will arrange for the data processor to access the portal. Once the information has been downloaded by the recipient, the discloser will delete the data from the portal.

### **Data Transfer and Access Requirements**

Data is to be shared with data processor and data controller via secure email. The account will be set up as a confidential login, accessed via password.

Data will be shared routinely throughout the contract.

Anonymised data for monitoring is to be shared with the data controller.



## **HABILITATION SPECIALIST SERVICE NEEDED FOR YOUNG PEOPLE WITH VISION IMPAIRMENTS**

Monitoring data will be shared monthly on the 1<sup>st</sup> day of each month 2022 /2023.

Access will be limited to the data controllers and data processors personnel, the assessors.

Access to personal data can be withdrawn, if access is no longer necessary, and personal data shall consequently not be accessible anymore to those persons.

### **Retention**

Personal information for the purpose of this processing will be kept in accordance with [NNC retention schedule](#), unless otherwise permitted or obligated by statute or common law.

### **Storage**

Personal data is securely stored on data controllers and data processors systems.

Personal data will not be stored outside of the UK or EEA, unless where adequacy can be demonstrated.

### **Deletion**

On termination of the provision of personal data processing services, the data processor shall be under obligation to delete all personal data processed on behalf of the data controller and certify, in writing or via email to the data controller that it has done so.

The data processor will securely dispose personal data in line with the specified retention period. Disposal for physical documentation is to be undertaken via confidential waste. Electronic data should be permanently deletion from data processors systems.

Deletion of personal data should be done in a secure manner, in accordance with the security requirements of Article 32 UK GDPR.

### **Data subjects' rights (Individual Rights Requests)**

The parties each agree to provide such assistance as is reasonably required to enable the other Parties to comply with Individual Rights Requests within the time limits imposed by UK data protection legislation.

The data processor will take appropriate technical and organisational measures to help the data controller respond to requests from individuals to exercise their rights.

## **HABILITATION SPECIALIST SERVICE NEEDED FOR YOUNG PEOPLE WITH VISION IMPAIRMENTS**

The data processor shall, insofar as this is possible, assist the data controller in compliance with individual rights under UK GDPR.

Each party shall:

- promptly inform the other party about the receipt of any Individual Rights Request (within 48 Hours);
- not disclose or release any shared personal data in response to an Individual Rights Request, without first consulting the other party wherever possible.

Each party is responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and, where relevant, notes of any meeting, correspondence or phone calls relating to the request.

### **Breach reporting**

Considering the nature of the processing and the information available, the data processor must assist the data controller in meeting its obligations to:

- keep personal data secure;
- notify personal data breaches to the data controller, immediately/without undue delay of awareness to allow the data controller to comply with the requirement to notify the ICO (where appropriate) within the 72-hour deadline.
- notify personal data breaches to data subjects only if instructed by data controller;
- carry out data protection impact assessments (DPIAs) when required; and;
- consult ICO where a DPIA indicates there is a high risk that cannot be mitigated.

In the event of a dispute or claim brought by a data subject or the ICO concerning the processing of shared personal data against either or both parties, the parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.

The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the ICO. If they do participate in the proceedings, the parties may elect to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

Each party shall abide by a decision of a court in England or Wales or the ICO in relation to a dispute arising under this agreement.

### **Audits and inspections**

**HABILITATION SPECIALIST SERVICE NEEDED FOR YOUNG PEOPLE WITH  
VISION IMPAIRMENTS**

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The data processor shall make available to the data controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 UK GDPR and allow for and contribute to audits, including inspections, conducted by the data controller or another auditor mandated by the data controller.

The data processor shall be required to provide the supervisory authority, which pursuant to applicable legislation have access to the data controller's and data processor's facilities, or representatives acting on behalf of such supervisory authorities, with access to the data processor's physical facilities on presentation of appropriate identification.

**Any Other Specific Requirements Regarding Data Protection**

None.

**Indemnity**

The data processor shall indemnify the data controller against any losses, damages, cost, or expenses incurred by the data controller arising from, or in connection with, any breach of the data processors obligations under this schedule.

**WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this schedule or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**GOVERNING LAW & JURISDICTION**

Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this schedule or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this schedule or its subject matter or formation.

**Review, Variation & Termination**

No variation of this schedule shall be effective unless it is in writing and signed by the parties.

## **HABILITATION SPECIALIST SERVICE NEEDED FOR YOUNG PEOPLE WITH VISION IMPAIRMENTS**

If, during the term of this schedule, UK data protection legislation changes in a way that this schedule, is no longer adequate for the purposes of governing lawful data sharing exercises, the parties shall enter into good faith negotiations to review this schedule to ensure continued lawfulness.

The schedule will expire in line with the contract end date or date of any extension thereof.

- 1.3. The definitions of terms and/or acronyms used within this document are set out in Table B, below.

**Table B – Data Processing Schedule Definitions and Interpretation**

<b>Term or Acronym</b>	<b>Definitions and Interpretation</b>
Agreed Purposes	All purposes associated with the operation of the provision of NNC's Sensory Impairment Service, in particular where service delivery requires input from the other party to ensure continuity for the customer and/or where service is delivered on behalf of one or other party.
Commencement Date	<b>TBC</b>
Data Controller	Takes the meaning given in the UK GDPR.
Data Processor	Takes the meaning given in the UK GDPR.
Joint Controller	Takes the meaning given in the UK GDPR.
Data Discloser	The Party sharing the Shared Personal Data.
Data Recipient	The Party receiving the Personal Data.
Data Protection Legislation	All legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 and UK GDPR or any successor legislation of the European Union has legal effect in the UK.
Data Subject	Takes the meaning given in the UK GDPR.
Individual Rights Request	A request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation in relation to their Personal Data.
UK GDPR	UK General Data Protection Regulation.
Personal Data	Takes the meaning given in the UK GDPR.
Personal Data Breach	Takes the meaning given in the UK GDPR.
Processor	Takes the meaning given in the UK GDPR.

**HABILITATION SPECIALIST SERVICE NEEDED FOR YOUNG PEOPLE WITH  
VISION IMPAIRMENTS**

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<b>Term or Acronym</b>	<b>Definitions and Interpretation</b>
Shared Personal Data	The Personal Data to be shared, where necessary only, between the Parties of this Agreement.
Special Categories of Personal Data	The categories of Personal Data set out in Article 9(1) of the UK GDPR.