

Agreement for data protection and information-sharing: secure training centres

This is a data protection and information-sharing agreement about secure training centres (STCs) between the Office for Standards in Education, Children's Services and Skills (Ofsted), Care Quality Commission (CQC) and Her Majesty's Inspectorate of Prisons (HMIP).

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Purpose of this document

1. This document confirms the agreement reached between Care Quality Commission (CQC), Her Majesty's Inspectorate of Prisons (HMIP) and Her Majesty's Chief Inspector (HMCI) of the Office for Standards in Education, Children's Services and Skills (Ofsted) about the inspection of secure training centres (STCs) in England.

Definition of parties

2. Together, the following are referred to as the 'parties' throughout this agreement:
 - HMCI of Ofsted of Clive House, 70 Petty France, London SW1H 9EX
 - CQC of 151 Buckingham Palace Road, London SW1W 9SZ 2HQ
 - HMIP of 3rd Floor, 10 South Colonnade, Canary Wharf, London E14 4PU.

Other definitions

- 'Controller', 'data protection officer', 'data subject', 'personal data', 'personal data breach', 'processing' and 'processor' all take the meaning given in the [General Data Protection Regulation 2016](#) (GDPR).
- Data protection legislation refers to:
 - GDPR, the Law Enforcement Directive 2018 and any applicable national implementing laws as amended from time to time
 - the [Data Protection Act 2018](#) (DPA 2018), to the extent that it relates to processing of personal data and privacy
 - all applicable laws about the processing of personal data and privacy.
- DPA 2018 'effectivity date': this shall mean 15 December 2021.
- GDPR: The General Data Protection Regulation (Regulation (EU) 2016/679).
- Subject request: a request made by, or on behalf of, a data subject in accordance with rights granted pursuant to the data protection legislation in respect of their personal data.

Legal basis

3. The inspection of STCs is required in accordance with rule 43 of the [Secure Training Centre Rules 1998](#) (made under [section 47 of the Prison Act 1952](#), as amended). Ofsted inspects STCs in accordance with a service-level agreement made following [section 146 of the Education and Inspections Act 2006](#).
4. Ofsted is authorised to lead inspections of STCs and to inspect them jointly with HMIP and CQC under Schedule 13, paragraph 7, of the Education and

Inspections Act 2006. This Act enables Ofsted to act jointly with another public authority for the efficient and effective exercise of their functions.

5. Ofsted has the power to share information, as outlined in paragraph 8 of Schedule 13 to the 2006 Act. It can do this if it deems it appropriate to provide advice and assistance to another public authority for the purpose of that public authority exercising its functions. Section 153 of the 2006 Act also states that information gathered by Ofsted in connection with any of its functions may be used in connection with any other functions of another public authority. Section 117(2) of the 2006 Act states that Ofsted should promote the rights of children and the need to safeguard children when exercising its functions. These provisions, when taken together, enable Ofsted to share information with CQC and HMIP in accordance with this protocol.
6. CQC has regulatory responsibility under the [Care Act 2014](#) in relation to registered healthcare providers.
7. HMIP has a statutory duty under section 5A of the Prisons Act 1952 to inspect STCs.
8. Inspections of STCs are commissioned under the terms of a service-level agreement between the inspectorates and the Ministry of Justice (MoJ). The service-level agreement reflects the requirements of the above legislation.

Information-sharing and storing

9. In order to enable Ofsted, HMIP and CQC to fulfil their functions relating to STCs, the parties will share relevant information in line with the [STC framework](#).
10. Before the start of an inspection, Ofsted will provide inspectors from Ofsted, HMIP and CQC with dedicated, bound notebooks for the purpose of recording evidence from inspection activity.
11. After an inspection, Ofsted, HMIP and CQC inspectors will send their evidence books to Ofsted's evidence storage facility.
12. If a complaint is received in relation to an HMIP or CQC inspector's role or conduct, Ofsted will ensure that this is passed to the relevant organisation in order to respond to the complaint.

Complaints

13. The parties are jointly responsible for the quality assurance of inspection reports and for factual accuracy queries. Ofsted takes a lead coordination role.
14. Ofsted will manage any complaints that the parties receive about report content or judgements. If any elements relate to HMIP or CQC, Ofsted will contact the

relevant organisation, following the timeframes and processes set out in [Ofsted's complaints procedure](#).

15. Complaints about an inspector's conduct will be managed as set out in [Annex A](#).

Compliance with the GDPR and the DPA 2018

16. Parties will comply fully with their respective obligations under the GDPR and DPA 2018. HMIP and CQC are the processors for any information. Ofsted is the controller.
17. Article 6.1(e) of the GDPR provides the lawful basis for the parties to share personal data (when it is in the public interest or to exercise official authority). In accordance with section 8(d) of the DPA 2018, the parties will only share personal data where it is necessary for the exercise of a function of a government department.
18. As processors, HMIP and CQC will ensure that they have measures in place that are appropriate to protect against a personal data breach. They should take account of the:
 - nature of the data to be protected
 - harm that might result from a personal data breach
 - state of technological development
 - cost of implementing any measures.
19. Parties will only share special categories of personal data and criminal convictions for reasons of substantial public interest and where a condition in either Part 1 or Part 2 of Schedule 1 to the DPA 2018 is met.
20. HMIP and CQC will ensure that they:
 - do not process personal data except in accordance with this agreement and that processing is in line with all relevant GDPR and DPA 2018 requirements
 - take all reasonable steps to ensure the reliability and integrity of any persons who have access to the personal data. They will ensure that the persons:
 - are aware of and comply with HMIP and CQC's duties under this section
 - are subject to appropriate confidentiality undertakings with HMIP and CQC
 - 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
 - have carried out adequate training in the use, care, protection and handling of personal data.

21. HMIP and CQC will refer to Ofsted without delay any data subject making a subject request in relation to information generated under this agreement, so that they can make the subject request directly to Ofsted. HMIP and CQC aim to refer subject requests within one working day. The only exception to this is when the subject request is in respect of a complaint about a HMIP or CQC inspector's conduct that is made directly to HMIP or CQC.
22. The parties shall liaise without delay regarding any subject request in relation to a complaint about the conduct of an Ofsted, HMIP or CQC inspector who is acting in accordance with this agreement. HMIP and CQC shall seek Ofsted's views on the personal data they intend to disclose to the data subject, before disclosure, to the extent permitted by law and the common law duty of confidentiality.
23. HMIP and CQC shall notify Ofsted without delay if they, in connection with personal data processed under this agreement:
 - receive a subject request (or purported subject request) in accordance with paragraph 21
 - receive a request to rectify, block or erase any personal data
 - receive any other request, complaint or communication relating to either party's obligations under data protection legislation
 - receive any communication from the Information Commissioner's Office or any other regulatory authority
 - receive a request from any third party for disclosure of personal data where compliance with the request is required, or purported to be required, by law
 - and, in any event, within 24 hours of becoming aware of a personal data breach.
24. The CQC's obligation to notify under paragraph 23 shall include providing further information to Ofsted in phases, as details become available.
25. HMIP and CQC shall provide Ofsted with full assistance in relation to either party's obligations under data protection legislation and any complaint, communication or request made under paragraph 23 (and as far as possible within the timescales reasonably required by Ofsted). This includes promptly providing:
 - Ofsted with full details and copies of the complaint, communication or request
 - such assistance as is reasonably requested by Ofsted to enable it to comply with a subject request within the relevant timescales set out in the data protection legislation
 - Ofsted, at its request, with any personal data it holds in relation to a data subject

- assistance as requested by Ofsted following any personal data breach
 - assistance as requested by Ofsted with respect to any request from the Information Commissioner's Office, or any consultation by Ofsted with the Information Commissioner's Office.
26. The parties will share personal data on a case-by-case basis and only where it is necessary and proportionate for the exercise of their respective functions in line with relevant GDPR and DPA 2018 obligations.
 27. In the event of a personal data breach, each party will comply fully with their obligations under the GDPR. The parties agree that, where appropriate, they will promptly inform each organisation of any personal data breach in relation to information generated for the purposes of inspection under this agreement.
 28. The data shared is classified as official-sensitive.
 29. The parties agree to take account of any guidance issued by the Information Commissioner's Office. Ofsted may amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office. However, it must give HMIP and CQC at least 30 working days' notice.
 30. Each party shall maintain complete and accurate records and information to demonstrate its compliance with this agreement and the data protection legislation.
 31. Each party shall provide the other with full access to its data security and privacy procedures relating to personal data, when and as required.
 32. The parties have appointed data protection officers:

Ofsted
Information Rights and Access Team
2 Rivergate
Temple Quay
Bristol BS1 6EH

CQC
Nimali de Silva
Care Quality Commission
City Gate
Gallowgate
Newcastle upon Tyne NE1 4PA

HMIP
Lesley Young
3rd Floor
10 South Colonnade
Canary Wharf
London E14 4PU

Freedom of information requests

33. If Ofsted receives a freedom of information (FOI) request in relation to information that it has received from HMIP and/or CQC, it will liaise with the relevant organisation, where appropriate, to ensure that the release of the information to the requester will not prejudice any ongoing investigation or inspection.
34. HMIP and/or CQC will not have a direct obligation to respond to FOI requests in relation to the data gathered on inspection, as this will be held by Ofsted. However, HMIP and CQC are required to assist Ofsted in handling these requests and to advise any person making an FOI request relating to the inspection to refer this to Ofsted.

Terms and notice

35. This agreement will start on the effectivity date and will be reviewed as required or requested by either party. It will continue to remain in force until such time as it is revoked by the parties.

Variation

36. This agreement may be varied by written agreement of the parties.

Legal status of this agreement

37. The parties enter into this agreement intending to honour all their obligations. This agreement is intended to comply with article 28 of the GDPR and/or section 59 of the DPA 2018.
38. The contacts for any issues arising from this agreement are:

Shaun Common
Senior Officer, Secure Estate
Ofsted

Angus Jones
Her Majesty's Inspectorate of Prisons

Nigel Thompson
Care Quality Commission
39. The parties may incorporate this agreement into memorandums of understanding.

40. It is signed for and on behalf of:

Her Majesty's Chief Inspector of Education, Children's Services and Skills

Signature: 

Name: Yvette Stanley

Position: National Director Regulation and Social Care

Date: 15 December 2021

41. Signed for and on behalf of:

Care Quality Commission

Signature: 

Name: Ian Trenholm

Position: Chief Executive

Date: 15 December 2021

42. Signed for and on behalf of

Her Majesty's Inspectorate of Prisons

Signature: 

Name: Charlie Taylor

Position: Chief Inspector

Date: 15 December 2021

Annex A: Dealing with challenges and complaints following joint inspections

Joint inspections of STCs are required in accordance with rule 43 of the Secure Training Centre Rules 1998 (made under section 47 of the Prison Act 1952, as amended). HMCI inspects STCs in accordance with a service-level agreement made following section 146 of the Education and Inspections Act 2006.

The joint inspection framework with HMIP and CQC is permitted under paragraph 7 of Schedule 13 of the Education and Inspections Act 2006, which enables HMCI to act jointly with other public authorities when appropriate.

Any queries on this guidance should initially be directed to the Ofsted Complaints Team (complaints@ofsted.gov.uk).

Formal challenges or complaints may be received following a joint inspection. The separate organisations contributing to the inspection process will have different policies and processes for dealing with challenges or complaints about their own work. However, it is important that an agreed approach is adopted for complaints arising from these joint inspections.

Ofsted is the lead inspectorate and therefore all challenges or complaints relating to the joint inspection arrangements should be submitted to Ofsted for logging and coordination. Where a complaint relates to the joint inspection arrangements, Ofsted will process and coordinate the investigation of the complaint on behalf of all the inspectorates. Where a complaint relates to a specific inspectorate, it should be raised with that inspectorate. Details of the process for raising challenges or complaints should be shared with all inspected bodies by the inspection team.

As it is recognised that challenges to inspection findings are often interlinked with complaints about the inspection process, a single investigation is used to consider all aspects of concern at the same time. This approach is consistent with [Ofsted's complaints procedure](#).



The Office for Standards in Education, Children's Services and Skills (Ofsted) regulates and inspects to achieve excellence in the care of children and young people, and in education and skills for learners of all ages. It regulates and inspects childcare and children's social care, and inspects the Children and Family Court Advisory and Support Service (Cafcass), schools, colleges, initial teacher training, further education and skills, adult and community learning, and education and training in prisons and other secure establishments. It assesses council children's services, and inspects services for children looked after, safeguarding and child protection.

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