



INFORMATION SHARING AGREEMENT

BETWEEN:-

- (1) The Quality Assurance Agency for Higher Education (QAA) of Southgate House, Southgate Street, Gloucester GL1 1UB; and
- (2) The Department of Business Innovation and Skills (BIS) of 1 Victoria Street, London SW1H 0ET

together herein referred to as 'the Parties'.

1. Introduction

- 1.1 QAA was established in 1997 to provide an integrated quality assurance service for UK higher education. It is an independent body funded by subscriptions from universities and colleges of higher education, through contracts with the main higher education funding bodies, and from fees for providing Educational Oversight for independent colleges. Its mission is to safeguard standards and improve the quality of higher education.
- 1.2 BIS is the Government department responsible for Higher Education in England.

2. Purpose

- 2.1 The Parties hereby agree that where they have areas of common interest it is appropriate to have an effective information sharing arrangement with a view to such shared information contributing to the respective purpose of each Party, such purpose including but not being limited to:-
 - protecting standards and quality in UK higher education;
 - maintaining public confidence in the integrity and reputation of UK higher education; and
 - protecting public finances.

3. Scope

- 3.1 This Agreement to share information includes but is not limited to:-
 - informing each other as soon as practicable as to relevant developments within their own areas of responsibility, where possible prior to the release of any reports, press releases, speeches or policies;
 - maximising opportunities for joint communication on matters of mutual and public interest particularly relating to the safeguarding of public funds;
 - information that may reasonably be useful to the other Party in undertaking its operational objectives, subject to any necessary confidentiality constraints and safeguards; and

- information of systemic concerns about academic standards and quality in providers of UK higher education;
- issues raised under either Party's concerns or complaints schemes.

and is hereinafter referred to as 'Information'.

4. Fair and lawful sharing and processing of Information

4.1 The Parties acknowledge:-

- that certain safeguards are necessary in order to ensure a balance between maintaining confidentiality and sharing Information appropriately;
- that they are aware that the Data Protection Act 1998 contains key principles governing the sharing of Information; and
- the relevance of the Human Rights Act and the common law duty of confidentiality.

4.2 Both parties confirm that they are registered under the Data Protection Act 1998.

5. Security and Confidentiality

5.1 The Parties recognise that Information must be kept confidential and secure and not disclosed to any third parties. Each Party will take all appropriate precautions to preserve the security of all shared Information, including the prevention, alteration or damage to that Information, and prevent access by non-authorised third parties.

5.2 A Party may disclose the other Party's Information to those of its representatives who need to know such Information, provided that:

- it informs such representatives of the confidential nature of the Information before disclosure; and
- it procures that its representatives shall, in relation to any Information disclosed to them, comply with the obligations set out in this Agreement as if they were a party to it, and at all times, it is liable for the failure of any representatives to comply with the obligations set out in this Agreement.

5.3 A party may disclose Information to the extent such Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible.

5.4 Any suspected or actual breaches in either Party's data security will be reported to the other Party without delay.

5.5 Each Party reserves all rights in its Information. No rights or obligations in respect of a party's Information, other than those expressly stated in this Agreement, are granted to the other Party or to be implied from this Agreement.

5.6 The terms of this Agreement shall not apply to any Information that:

- is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its representatives in breach of this clause);
- was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party;
- was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality

agreement with the disclosing Party or otherwise prohibited from disclosing the Information to the receiving Party; or

- the Parties agree in writing is not confidential or may be disclosed.
- 5.7 On termination of this Agreement for whatever reason, each Party shall:
- return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Information;
 - erase all the other Party's Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable); and
 - certify in writing to the other Party that it has complied with the requirements of this clause, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient Party following termination of this Agreement.
- 5.8 Except as expressly stated in this Agreement, no party makes any express or implied warranty or representation concerning its Information.
- 5.9 The confidentiality provisions of this Agreement shall continue to apply after termination of this Agreement.

6. Release of and access to Information

- 6.1 Information may be shared by verbal, electronic or paper means, as appropriate and agreed between the Parties.
- 6.2 Receipt and management of Information will be undertaken by those officers of the Parties detailed in Appendix 1. Any matters which require escalation or further consideration shall be dealt with by the officers named at paragraph 11.
- 6.3 Each Party shall keep the other Party's Information confidential and shall not:
- use such Information except for the purpose of exercising or performing its rights and obligations under this agreement; or
 - disclose such Information in whole or in part to any third party, except as expressly permitted by this Agreement.
- 6.4 Access to Information shared by one Party with the other will only be granted to those within the receiving Party who have an appropriate and relevant business requirement.
- 6.5 Neither Party will give access to personal data contained in any Information to any external body, other than in response to a subject access request under the Data Protection Act.
- 6.6 Each Party will inform the other of any information request it receives for access to personal or non-personal data contained in any Information received from the other Party.

7. Retention of Information

- 7.1 Notwithstanding each Party's right to request the return of their Information upon termination of this Agreement, each Party will retain and destroy shared Information according to their own internal retention/destruction program/schedule.

8. Liability

- 8.1 Each Party acknowledges that it is responsible for the Information provided by the other Party under this Agreement 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.

9. Indemnity

- 9.1 Each party will indemnify the other 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 such breach.

10. Term

- 10.1 This Agreement shall take effect from the date of signature below and continue until either organisation gives notice that it wishes to terminate the Agreement.

11. Contact details

Name of Organisation	The Quality Assurance Agency for Higher Education
Address of Organisation	Southgate House Southgate Street Gloucester GL1 1UB United Kingdom
Name of Contact	Douglas Blackstock
Position of Contact	Director of Resources and Company Secretary
Email of Contact	

Name of Organisation	Department for Business Innovation and Skills
Address of Organisation	1 Victoria Street, London Sw1H 0ET
Name of Contact	Paul Williams
Position of Contact	Deputy director, Student Funding Policy
Email of Contact	

Signature

Douglas Blackstock

Name

DOUGLAS BLACKSTOCK

Organisation

QAA

Date

19/3/2015

Signature

Paul Williams

Name

PAUL WILLIAMS

Organisation

BIS

Date

18/3/15

Appendix 1

Schedule for exchange of information

Information to be exchanged	Purpose of exchange	When should it be exchanged	Who is responsible for actioning the exchange
Sharing concerns about providers	To alert BIS to possible provider problems	QAA to share with BIS concerns that are identified during compliance visits relating to educational provision.	Director of Quality Assurance Group QAA
Sharing concerns about providers	To alert QAA to possible provider problems	BIS to share with QAA concerns about providers identified as part of its monitoring of those providers	Deputy Director, student Funding Policy
Liaison	Keeping each other informed as necessary	Where appropriate we will liaise, involve and keep each other informed as necessary, where relevant to the other party's key functions	Director of Quality Assurance Group QAA Deputy Director, student Funding Policy
Sharing appropriate information relating to providers and public funding	To protect the reputation of UK HE, the interests of students and the public, and to further each party's aims and responsibilities	Where appropriate we will share information that is relevant and necessary to the other party's aims and responsibilities	Director of Quality Assurance Group QAA Deputy Director, student Funding Policy