



National Centre for Family Hubs

Please adapt and check with your legal team if appropriate

Data Sharing Agreement

Between:

[Name of Family Hub / Local Authority Service] (“Family Hub”)

and

[Name of Toddler Group / Organisation] (“Toddler Group”)

Date: _____

Review Date: _____

1. Purpose of the Agreement

This Data Sharing Agreement sets out how the Family Hub and the Toddler Group will lawfully and safely share personal data to support:

- Engagement of families with early-years services
- Monitoring attendance or participation
- Coordinated support for children and parents/carers
- Safeguarding and wellbeing
- Referral pathways between services

The aim is to improve outcomes for children and families while complying with UK GDPR and the Data Protection Act 2018.

2. Legal Basis for Sharing

Family Hub legal bases may include:

- Public Task – delivering statutory duties under the Children Act 2004 / 1989.
- Vital Interests – where a child may be at immediate risk.
- Consent – where required for specific activities.

Toddler Group legal bases may include:

- Legitimate Interests (e.g., contacting families, managing attendance).
- Consent for optional or voluntary activities.

Both parties agree to ensure that families understand how their data will be used.

3. Types of Data to Be Shared

Data may include:

Personal Data

- Child's name, age, date of birth
- Parent/carer name and contact details
- Attendance information
- Referral information (if applicable)

Special Category Data (shared only when strictly necessary)

- Health information relevant to participation
- Safeguarding concerns
- Additional needs disclosures

Special category data requires an additional condition under GDPR (e.g., safeguarding, vital interests, explicit consent).

4. How Data Will Be Shared

Data may be shared via: **Please follow your LA's own procedures for data sharing**

- Secure email (e.g., encrypted or via council-approved systems)
- Secure digital form systems
- Password-protected spreadsheets
- Verbal sharing where required for safeguarding (followed by written confirmation)

Both parties will ensure:

- Minimum necessary data is shared
 - Access is restricted to authorised staff/volunteers
 - Data is accurate and updated when required
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5. Data Storage and Retention

Family Hub will retain shared data according to local authority retention schedules.

Toddler Group will retain data according to its own policies, but must ensure:

- Personal data is stored securely
 - Data is deleted when no longer needed
 - Safeguarding records follow statutory requirements
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6. Safeguarding and Security Requirements

Both parties agree to:

- Maintain up-to-date safeguarding policies
 - Ensure staff/volunteers are trained in data protection and safeguarding
 - Immediately report any data breach to the other party
 - Share safeguarding concerns without delay, following local safeguarding procedures
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7. Data Subject Rights

Parents/carers have the right to:

- Access their own or their child's data
- Request correction of inaccurate data

- Request deletion (unless data must be retained for safeguarding or statutory purposes)

Requests should be directed to the organisation that holds the data.

8. Disclosure to Third Parties

Data will not be shared with third parties unless:

- Required by law
 - Necessary for safeguarding
 - The parent/carer has provided consent
 - It supports a referral pathway agreed by the family
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9. Data Protection Contacts

Family Hub Data Protection Lead:

Name: _____

Email: _____

Phone: _____

Toddler Group Data Protection Lead:

Name: _____

Email: _____

Phone: _____

10. Agreement and Signatures

For the Family Hub:

Name: _____

Role: _____

Signature: _____

Date: _____

For the Toddler Group:

Name: _____

Role: _____

Signature: _____

Date: _____

