

Data Sharing Agreement

1. Definitions

In this Agreement:

- 1.1 The expressions **“The Data Controller”**, **“The Data Processor”**, **“Joint Controllers”**, **“Personal Data”**, **“Data Subject”** and **“Processing”**, **“Personal Data”**, **“Special Category Data”**, **“Information Commissioner”**, **“Data Security Breach”** and **“Subject Access Request”** shall have the same meaning as identified in The General Data Protection Regulation (EU 2016/679) (**“GDPR”**) and the Data Protection Act 2018 (the **“DPA”**). The GDPR and the DPA are together referred to as the **“Regulations”**.
- 1.2 **“Agreement”** means this information sharing agreement together with its Appendices/Annexes/Schedules and all other documents attached to or referred to as forming part of this agreement.
- 1.3 **“Parties”** means the partner organisations signed up to the Agreement.
- 1.4 **“The Purpose”** means the specific reasons for the processing of personal data as identified in clause 3 of this agreement.
- 1.5 **“Shared Personal Data”** means the personal data shared between the Parties under of this Agreement.
- 1.6 **Freedom of Information (“FOI”)** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practiced by the Information Commissioner (**“ICO”**), the Lord Chancellor or the Secretary of State for Constitutional Affairs in relation to such legislation

2. Purpose

- 2.1 This Agreement sets out the terms and conditions under which the sharing of personal data by will be disclosed to the Parties. It is entered into with the purpose of ensuring compliance with the Regulations. Any processing and disclosing of personal data must comply with the provisions of these Acts.
- 2.2 Both Parties are Data Controllers in their own right.
- 2.3 Any material breach of the Regulations by one Party shall, if not remedied within 30 days of written notice from the other Party, give grounds to the other Party to terminate this Agreement with immediate effect.

3. Data Accuracy

- 3.1 The Party disclosing the data shall ensure that Shared Personal Data is accurate and kept up to date where necessary.
- 3.2 If either Party identifies inaccuracies or potential inaccuracies in the Shared Personal Data, such errors must be reported to the information governance lead of the Party

disclosing the data. They must then ensure that the Shared Personal Data is corrected and updated, and all permitted recipients are notified of the changes as soon as reasonably possible.

3.3 For the avoidance of doubt, Shared Personal Data shall be limited to the personal data described in Schedule 1 of this Agreement.

4. Processing of Data

4.1 The processing of any personal data shall be in accordance with the obligations imposed upon the Parties to this agreement by the Regulations and any other applicable statute. All relevant codes of practice or data protection operating rules adopted by the Parties will also reflect their data protection practices.

4.2 The data will be used solely for the Purpose and the Parties will ensure that all data is accessed only as identified within its Agreement, the provisions of which must be complied with.

4.3 Both Parties shall, in respect of Shared Personal Data, ensure that their Privacy Notices are clear and provide sufficient information to Data Subjects.

5. FOI

5.1 This Agreement shall be subject to disclosure under the provisions of FOI from a request made by a third Party. It will be the responsibility of the Party receiving the FOI request to contact the other Party, if it is likely to be affected by the FOI request. Each Party must then determine:

- a) whether an FOI applies to it and if so;
- b) whether it wishes to rely on any statutory exemption, permitting the Party to withhold disclosure of any of the requested information in accordance with the Act.

6.2 The final decision on whether any information should be disclosed will be made by the Party who received the FOI request and holds the relevant information.

6. Data Subject's Rights

6.1 Data Subjects are informed of their right to obtain certain information about the processing of their personal data (including Shared Personal Data) through a Subject Access Request. Data Subjects may also request rectification, erasure or blocking of their personal data.

6.2 The Parties agree to provide reasonable and prompt assistance as is necessary to each other to enable them to comply with the request or query from a Data Subject.

6.3 The Parties shall maintain a record of Subject Access Requests including the decisions made and any actions taken.

7. Retention and Deletion

7.1 No Party shall retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes.

8. Transfers

9.1 The Parties agree that any transfers of Shared Personal Data beyond this agreement will be in line with relevant data protection regulations

9. Confidentiality

10.1 The Parties agree to treat the data received by them under the terms of this Agreement as confidential and shall safeguard it accordingly. All permitted recipients are subject to written contractual obligations concerning the use of the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement.

10.2 The Parties shall ensure that any individuals involved in the Purpose and to whom data disclosed under this Agreement are aware of their responsibilities in connection with the use of that data.

10.3 For the avoidance of doubt, the obligations or the confidentiality imposed on the Parties by this Agreement shall continue in full force and effect after the expiry or termination of this Agreement.

10. Security and Training

10.1 Both Parties agree to comply with the provisions of Article 32 of the GDPR, to implement appropriate technical and organisational measures to protect the Shared Personal Data in their possession against unauthorised or unlawful loss, alteration, disclosure, destruction or damage.

10.2 Access to the data will be restricted to those employees of the Parties directly involved in the processing of data in pursuance with the Purpose whom have been approved by the Data Controller.

10.3 It is the responsibility of each Party to ensure that its staff members receive the appropriate training to handle and process the Shared Personal Data to uphold the data protection principles in Article 5 of the GDPR.

11. Audit

11.1 Both Parties shall maintain a complete and accurate record of all the data supplied and allow for audits by the other Party or the other Party's designated auditor.

11.2 The Parties acknowledge that the UoS reserves the right to audit all processing of the data supplied by it under the terms of this Agreement in order to assess compliance with the Regulations. Upon reasonable notice in writing, the Parties agree to allow access to their premises and systems for this purpose.

12. Data Losses

- 12.1 Each Party must have a policy/protocol in place in the event of a personal data loss incident.
- 12.2 The Parties are under a strict obligation to notify the other Party without undue delay of any potential or actual losses of Shared Personal Data and remedial actions taken, within 24 hours of becoming aware of any potential or actual loss. This is to enable the Parties to consider what further action steps is required either individually or jointly.
- 12.3 Clause 12.2 also applies to any personal data loss which may compromise the security of the Shared Personal Data.
- 12.4 The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any data loss in an expeditious and compliant manner.

13. Indemnity

- 13.1 Each party shall indemnify each other and keep indemnified and defend at its own expense from and against any and all:
- a) Fines and penalties levied by the ICO against the UoS;
 - b) Costs and expenses of any investigative, corrective or compensatory action which the ICO requires the UoS to take;
 - c) Costs, damages, liabilities or expenses other losses suffered or incurred, awarded against, or agreed to be paid by, the UoS pursuant to a claim, action or challenge made by a third Party against the UoS (including by a Data Subject), in each case to the extent arising as a result of any failure by the other party or any of its sub-contractors to comply with any of its obligations under this Agreement and/or under the Regulations.

14. Review and Termination

- 14.1 This Agreement can be reviewed at any time and in any event the Parties shall review the effectiveness of this Agreement annually. Any such review shall consider the aims and purposes of this Agreement. The Parties shall continue, amend or terminate the Agreement depending on the outcome of such reviews.
- 14.2 Any such renewal shall be in writing signed by an authorised signatory of both Parties and the Parties shall seek to agree any such renewal at least 30 days in advance of the end date of the Agreement.
- 14.3 A Party may immediately terminate this Agreement if the other shall be in material breach of its terms and not remedied the breach within a period of 30 days.
- 14.4 In the event that this Agreement is terminated, each Party shall safely and securely delete any Shared Personal Data that has been shared and each Party shall provide written notification to the other Party once the deletion of all Shared Personal Data has taken place.

15. Resolution of Disputes with Data Subjects or the ICO

- 15.1 In the event that a data subject or the ICO brings a dispute or claim concerning the processing of Shared Personal Data against either or both Parties to this Agreement, the Parties shall, to the extent permitted by law, inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- 15.2 The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the ICO. The Parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

16. Changes to Data Protection Legislation

- 16.1 In case the applicable data protection and ancillary laws change in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the Parties agree that they will negotiate in good faith to review the Agreement in light of the new legislation.