

Data Sharing Agreement

This Data Sharing Agreement is Dated **DATE**

Part One: Data Sharing Details

The Parties agree that this Part One of the Agreement sets out the details of the data sharing agreement which is subject to the terms and conditions set out in Part Two.

Section One: The Parties

1. Coast Tuition
2. **COMPANY NAME**

Each of the above are referred to as a Party and together as the Parties.

Section Two: The Aims of the Data Sharing Agreement

The Parties consider this data sharing agreement as necessary as it will:

1. **AIM 1**
2. **AIM 2**

Section Three: The Agreed Purposes

TO BE COMPLETED WITH THE SCHOOL/ LOCAL AUTHORITY

Section Four: The Personal Data Being Shared

The following types of Personal Data shall be shared between Parties for the purposes of this agreement:

Personal Data Type	Tick if included
Name	
Date of Birth	
Address	
Learning Objectives	
School Attends	
SAT Results	

Personal Data Type	Tick if included
GCSE Results	
Photographs	
Attendance Information	
Learner Registration Records	
Learner Achievement Records	
Parent/ Guardian Name	
Parent/ Guardian Address	
Parent/ Guardian Telephone Number	
Other: Please specify below	

The following types of Special Category Data shall be shared between Parties for the purposes of this agreement:

Special Category Data Type	Tick if Included
Education Health and Care Plan (EHCP)	
Behavioural Information	
Data Used to evaluate/ consider the learners capabilities	
Medical Information	
Disability	
Age	
Gender	
Nationality	
Ethnic Origin	
Other: Please specify below	

The category of the data subject is/are:

Category	Tick if included
Learners	
Parents/ Guardians	
Employees	
Other: Please specify below:	

Section Five: Lawful Grounds for Processing

The Parties Lawful Grounds for sharing the personal data following Article 6(1) of the UK GDPR are:

Article 6(1) Ground for Processing	Tick as Appropriate
(a) Consent: the individual has given clear consent for you to process their personal data for a specific purpose.	
(b) Contractual Necessity: the processing is necessary for a contract you have with the individual, or because they have asked you to take specific steps before entering into a contract.	
(c) Legal Obligation Necessity: the processing is necessary for you to comply with the law (not including contractual obligations).	
(d) Vital interests Necessity: the processing is necessary to protect someone’s life.	
(e) Public Interest Necessity: the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.	
(f) Legitimate interests: the processing is necessary for your legitimate interests or the legitimate interests of a third party, unless there is a good reason to protect the individual’s personal data which overrides those legitimate interests. (This cannot apply if you are a public authority processing data to perform your official tasks.)	

The Parties Lawful Grounds for sharing Special Category data following Article 9(2) of the UK GDPR are:

Article 9(2) Ground for Processing	Tick as Appropriate
(a) Explicit Consent: the data subject has given explicit consent for the processing of the personal data for a specified purpose.	
(b) Employment, social security and social protection (if authorised by law): processing is necessary for the purposes of carrying out the obligations in relation to employment, social security and social protection.	
(c) Vital Interests: processing is necessary to protect the vital interests of the data subject or natural person where the data subject is physically or legally incapable of giving consent.	
(d) Not for Profit bodies: processing is carried out in the course of its legitimate activities with appropriate safeguards by a foundation, association or any other not for profit body.	
(e) Made public by the data subject: processing relates to the personal data which is made public by the data subject.	
(f) Legal claims or judicial acts: processing is necessary for the establishment or defence of legal claims or when courts are acting in their judicial capacity.	
(g) Reasons of substantial public interest (with a basis in law): processing is necessary in the basis of Union or Member state law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the rights and interests of the data subject.	
(h) Health or social care (with a basis in law): processing is necessary for the purposes of preventative or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis the providing of health or social care and services.	
(i) Public Health (with a basis in law): processing is necessary for reasons of public interest in the area of public health.	
(j) Archiving, research and statistics (with a basis in law): processing is necessary for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes.	

Section Seven: Duration of Data Sharing

The personal data will be shared between parties for **INSERT DURATION**

Section Eight: Data Handling

The Personal Data will be handled by authorised employees who need to know/ have access to it as part of their role.

Section Nine: Data Security

The Parties shall securely share the data through password protected documents. The personal data will be securely saved on the relevant Parties internal networks.

Section Ten: Data Quality

The Parties shall keep the data up to date and share any updates with each other, as necessary, as they become aware.

Section Eleven: Data Minimisation

The Parties shall not use the data for any other purpose than that stated within this agreement.

Section Twelve: Data Retention

The data shall be retained for the duration of the partnership plus 6 years.

Section Thirteen: Joint Controllers

The parties are joint controllers. **OR** The Parties are not joint controllers.

Section Fourteen: Policies and Procedures

The following policies and procedures shall apply to this Data Sharing Agreement:

1. Coast Tuition Data Protection Policy and other procedures in relation to Data Protection.
2. **INSERT SECOND COMPANIES POLICIES AND PROCEDURES**

Section Fifteen: Reporting Breaches with Shared Personal Data

The contact details for the Parties of who should be notified of any breach within the data protection legislation are detailed as follows:

Company	Post	Email	Telephone
Coast Tuition	Director	INSERT EMAIL	INSERT TEL NUMBER
INSERT SECOND COMPANY DETAILS			

Section Sixteen: Review Process

The Data Sharing Agreement shall be reviewed per the below table:

Review	Date of Review
1 st Year Review	After 12 months
Subsequent Reviews	Every 2 years following the date of the 1 st review.

Section Seventeen: Single Point of Contact

The Single Point of Contact for each Party is detailed below. These individuals will work together to reach an agreement, if for any reason, any issues arise from this Data Sharing Agreement. They will also actively work to improve the effectiveness of data sharing and will be contacted for any clarification or notices made under this Agreement.

Single Point of Contact Details for each Party	
Coast Tuition	NAME, ROLE, EMAIL ADDRESS
INSERT COMPANY NAME	INSERT COMPANY DETAILS

Part Two: Terms and Conditions

1. Status of the Parties

- 1.1. The Agreement sets out the framework for the sharing of Personal Data when one Data Controller shares data to another Data Controller. This Agreement defines the principles and procedures the Parties shall adhere to and the responsibilities each Party has.
- 1.2. Where the Parties are Joint Controllers as identified in Part One Section Thirteen, the Parties shall carry out their respective responsibilities as agreed in this Agreement. In the event of conflict or inconsistency between the Parties, the Parties agree to carry out their respective responsibilities until such conflicts are resolved.

2. The Aims of the Data Sharing Agreement

- 2.1 The Parties have determined that the sharing of the Personal Data is necessary as detailed in Part One Section Two of this Agreement.

3. Agreed Purpose

- 3.1. The Parties have determined that the purpose of this Agreement is set out in Part One Section Three.
- 3.2. The Parties shall not process Shared Personal Data in a way that is incompatible with the agreed purpose as described in Part One Section Three.
- 3.3. The Parties shall observe the policies and procedures that apply to this Agreement which are specified in Part One Section Fourteen.

4. Data Protection Compliance

- 4.1. Each Party shall appoint a Data Protection Officer or designate a Data Protection Lead as a point of contact for all issues relating to the Sharing of Personal Data and Data Protection Legislation within this agreement.
- 4.2. Both Parties shall at all times during the Term of this Agreement comply with their obligations under the Data Protection Legislation.
- 4.3. This Agreement is in addition to and does not relieve, remove or replace either Party's obligations under the Data Protection legislation. Any material breach of Data Protection Legislation by either Party shall, if not remedied within one

month's written notice from the other Party, give the other Party grounds to terminate this Agreement with immediate effect.

5. The Personal Data Being Shared

- 5.1. The Types of Personal Data, including Special Category Data, are set out in Part One Section Four of this Agreement.
- 5.2. The Data Subjects to which the Shared Personal Data shall related to are set out in Part One Section Four of this Agreement.
- 5.3. The Disclosing Party shall ensure that the Shared Personal Data is accurate and up to date prior to its disclosure to the Receiving Party.
- 5.4. The Personal Data must be limited to the Shared Personal Data described in Part One Section Four of this Agreement. If the Shared Personal Data changes throughout the Term of this Agreement, a new Agreement should be made between Parties.

6. Lawful Grounds for Processing

- 6.1 Both Parties shall at all times during the term of this Agreement process the Shared Personal Data fairly and lawfully.
- 6.2 Both Parties shall ensure that they have legitimate grounds for processing the Shared Personal Data under the Data Protection legislation. These are set out in Part One Section Five of this Agreement.
- 6.3 The Disclosing Party shall ensure that all required notices and consents are in order to enable the sharing of the Shared Personal Data under this Agreement. The Disclosing Party shall ensure that data subjects are provided with clear and sufficient information about the following:
 - 6.3.1 The purposes for which their personal data is to be shared;
 - 6.3.2 The legal basis which it is relying upon for such purposes;
 - 6.3.3 The fact that their personal data is being shared with a third party;
 - 6.3.4 All other information as required under Article 13 of the UK GDPR.
- 6.4 The Receiving Party shall ensure that all required notices and consents are in order to enable the sharing of the Shared Personal Data under this Agreement. The Disclosing Party shall ensure that data subjects are provided with clear and sufficient information about the following:
 - 6.4.1 The purposes for which their personal data is to be processed;

- 6.4.2 The legal basis which it is relying upon for such purposes;
- 6.4.3 All other information as required under Article 14 of the UK GDPR.

7. The Rights of Data Subjects

7.1 The Parties shall assist one another in complying with their respective obligations and the rights of data subjects under the Data Protection Legislation. Such assistance shall include:

- 7.1.1 informing the other Party about the receipt of data subject access requests and providing reasonable assistance in complying with the same;
- 7.1.2 not disclosing or otherwise releasing any Shared Personal Data in response to a data subject access request without prior consultation with the other Party, whenever possible.
- 7.1.3 Assisting the other Party at its own cost in responding to any other data subject access request.
- 7.1.4 Provide reasonable assistance as is necessary to respond to any other queries or complaints from Data Subjects.

7.2 Each Party shall maintain records of all data subject access requests and complaints received, the decisions made in response, and any information provided to the data subject(s) concerned.

8. Duration of Data Sharing and Disposal

8.1 The Data Receiver shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purpose.

8.2 In the event that any statutory or similar retention periods apply to any of the Shared Personal Data, the relevant personal data shall be retained by the Receiving Party in accordance therewith.

8.3 The Data Receiver shall ensure that any Shared Personal Data is securely destroyed in the following circumstances:

- 8.3.1 upon the termination or expiry of this Agreement; or
- 8.3.2 once the stated purposes have been fulfilled and it is no longer necessary to retain the Shared Personal Data (or the relevant part thereof) in light of the Agreed Purpose

Whichever is earlier.

8.4 Following the deletion and/or disposal of the Shared Personal Data (as applicable) the Receiving Party shall notify the Disclosing Party of the same in writing, confirming that the Shared Personal Data has been deleted or disposed.

9. Data Handling

9.1 The Parties shall handle the Personal Data in accordance with the data handling instructions specified in Part One Section Eight of this Agreement.

10. Data Security

10.1 The Disclosing Party shall only provide the Shared Personal Data to the Receiving Party by using secure methods as agreed in Part One Section Nine of this Agreement.

10.2 Both Parties shall ensure that they have in place appropriate technical and organisational measures including, but not limited to those set out in Part One Section Nine of this Agreement to:

10.2.1 prevent:

- a) unauthorised or unlawful processing of the Shared Personal Data; and
- b) the accidental loss or destruction of, or damage to, the Shared Personal Data.

10.2.2 ensure a level of security appropriate to:

- a) the nature of the Shared Personal Data to be protected; and
- b) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage.

10.3 The Parties shall review such security measures and carry out updates as appropriate throughout the term of this Agreement.

11. Training

11.1 Both Parties shall ensure that any and all of their representatives by whom the Shared Personal Data is to be processed are appropriately trained to do so in accordance with Data Protection Legislation.

11.2 The Receiving Party shall further ensure that any of its Representatives, to whom the Shared Personal Data is to be disclosed, are subject to contractual obligations in relation to confidentiality and data protection to bind those Representatives and that are the same as the obligations imposed upon the Receiving Party by this Agreement.

12. Data Quality

12.1 The Parties shall use compatible datasets and record all Shared Personal Data using the agreed compatible methods and observe any measures relating to data quality identified in Part One Section Ten.

13. Data Minimisation

13.1 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purpose and any measures set out in Part One Section Eleven of this Agreement shall be observed by the Parties.

14. Transfers

14.1 For the purpose of Clause 14, the transfer of Shared Personal Data shall refer to any sharing of the Shared Personal Data by the Receiving Party with a third party. Such sharing shall include, but is not limited to, the appointment of a third-party data processor and sharing the Shared Personal Data with a third-party controller.

14.2 In the event that the Receiving Party wishes to appoint a third-party data processor, it shall remain liable to the Disclosing Party for any acts and/ or omissions of the third party processor and it shall comply with Articles 28 and 30 of the UK GDPR

14.3 The Receiving Party shall not transfer any of the Shared Personal Data outside of the UK.

15. Reporting Breaches with Shared Personal Data

15.1 In the event of a personal data breach, each Party shall comply with its obligations to report such a breach to the Information Commissioners Office and to the affected Data Subject, if applicable.

15.2 Each Party should inform the other Party of any potential or actual data breach to the nominated individuals, set out in Part One Section Fifteen of this Agreement, without undue delay, irrespective of whether the breach is reportable to the Information Commissioner's Office.

15.3 Each Party shall provide assistance to the other Party in the handling of personal data breaches.

16. Review Process

- 16.1. This Agreement shall come into force on the date stated at the top of Part One. The Parties shall review this Agreement at the time intervals identified in Part One Section Sixteen or such other time intervals as may be agreed between the Parties, in light of the Part One Section Two and Section Three.
- 16.2. The Parties shall continue, amend, or terminate the Agreement depending on the outcome of the review.
- 16.3. Reviews under this clause 16 shall address the following:
- 16.3.1 Reviewing whether the purposes for which the Shared Personal Data is being processed are still the ones listed in Part One Section Three of this Agreement;
 - 16.3.2 Reviewing whether the Shared Personal Data is still as listed in Part One Section Four of this Agreement;
 - 16.3.3 Reviewing whether both Parties are complying with the Data Protection Legislation and the provisions set out in this Agreement; and
 - 16.3.4 Reviewing whether personal data breaches, potential and actual, affecting the Shared Personal Data have been handled in accordance with Data Protection Legislation and this Agreement.
- 16.4 Each Party reserves the right to inspect or review the other Party's arrangements for the processing of Shared Personal Data and to suspend the term of the Agreement or terminate the Agreement where it considers the other Party is not processing the Shared Personal Data in accordance with this Agreement or Data Protection Legislation.

17. Indemnity

- 17.1 Subject to the provisions of clause 18.1, each Party shall indemnify the other against any cost, charge, damages, expense or loss, suffered or incurred by the indemnified Party arising out of or in connection with the indemnifying Party's, or representatives, breach of the Data Protection Legislation or this Agreement, provided that the indemnified Party provides the indemnifying Party with prompt notice of any such claim, full information about the circumstances giving rise to the claim, reasonable assistance in dealing with the claim, and the sole authority to manage, defend, and/ or settle the claim.

18. Limitation of Liability

- 18.1. Subject to clause 18.2, neither Party shall be liable, whether in contract, or tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution, or otherwise,

for any direct or indirect loss of profits, business, business opportunity, revenue, turnover, reputation, or goodwill; any direct or indirect loss of anticipated savings or wasted expenditure; or any direct or indirect loss or liability under one in relation to any other contract.

18.2. Neither Party shall exclude its liability to the other Party for fraud or fraudulent misrepresentation, death or personal injury resulting from negligence, a breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982, or any other matter for which it would be unlawful for either Party exclude liability.

18.3. Nothing in clause 18.1 shall prevent claims for direct financial loss that are not excluded under any of the categories set out therein or for tangible property or physical damage.

19. Resolution of Disputes with Data Subjects or Information Commissioner

19.1 In the event of a dispute or claim brought by a data subject or the Information Commissioners Office concerning the processing of Shared Personal Data against either or both Parties, the Parties will inform each other about any disputes or claims and will cooperate with a view to settling them amicably.

19.2 The Parties agree to respond to any generally available non-binding mediation procedure initiated by the Data Subject or Information Commissioner. If they do participate in the proceedings, the Parties may elect to do so remotely (such as by telephone or other electronic means). The Parties also agree to consider participating in any other arbitration, mediation, or other dispute resolution proceedings developed for data protection disputes.

19.3 Each Party shall abide by a decision of a competent court of the Disclosing Party's jurisdiction of establishment or of the Information Commissioner.

20. Allocation of Cost

20.1 Each Party shall perform its obligations under this Agreement at its own cost.

21. Warranties

21.1 Each party warrants and undertakes that it will:

21.1.1 process the Shared Personal Data in compliance with this Agreement, Data Protection Legislation and all other applicable laws;

- 21.1.2 respond without undue delay and as far as reasonably possible to any enquiries from the Information Commissioners Office, in accordance with this Agreement, relating to the Shared Personal Data:
 - 21.1.3 respond to data subject access requests in accordance with this Agreement and Data Protection Legislation;
 - 21.1.4 If applicable pay the appropriate fees to the Information Commissioners Office; and
 - 21.1.5 Take all appropriate steps to ensure compliance with the security measures in accordance with this Agreement.
- 21.2 The Disclosing Party hereby warrants and undertakes that it is authorised to share the Shared Personal Data with the Receiving Party and that the Shared Personal Data will be accurate and up to date.
- 21.3 The Receiving Party hereby warrants and undertakes that it shall not transfer any of the Shared Personal Data outside of the UK.
- 21.4 Except as expressly stated in this Agreement, all warranties, conditions, and terms, whether express or implied by statute, common law, or otherwise are hereby excluded to the fullest extent admissible by law.

22. No Partnership or Agency

- 22.1 Nothing in this Agreement shall establish any partnership or joint venture between the Parties, constitute either Party the agent of the other Party or authorise either Party to make or enter into any commitments for or on behalf of the other Party.
- 22.2 Each Party hereby confirms that it is acting on its own behalf and not for the benefit of any other person.

23. Non-Assignment of Agreement

- 23.1 Neither Party may assign, transfer, sub-contract, or in any other manner make available to any third party the benefit and/or burden of this Agreement without the prior written consent of the other Party, such consent not to be unreasonably upheld.

24. Entire Agreement

- 24.1 This Agreement contains the entire Agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

25. Variation

25.1 No variation of or addition to this Agreement shall be effective unless in writing signed by each of the Parties and duly authorised person on its behalf.

26. No Waiver

26.1 No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

27. Severance

27.1 The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid, or otherwise unenforceable, that or those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

28. Notice

28.1 Any notice given to a Party under or in connection with this Agreement shall be in writing, addressed to the Single Point of Contact and shall be delivered by email.

29. Term and Termination of Agreement

29.1 This Agreement shall remain in effect as long as either Party retains any Shared Personal Data.

29.2 Where a Party has the right to terminate this Agreement, that Party shall be entitled to terminate the Agreement or suspend all or part of this Agreement.

29.3 Upon termination of this Agreement, both Parties shall agree a process for the Receiving Party to return the Shared Personal Data to the Disclosing Party as stated in Clause 8 of this Agreement.

30. Law and Jurisdiction

30.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

30.2 Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefore or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

30.3 If during the term of this Agreement the Data Protection Legislation change in a way that the Agreement is no longer adequate for the purpose of governing lawful; data sharing exercises, the Parties agree that the Single Point of Contacts will negotiate in good faith to review the Agreement in light of the new legislation.

SIGNED for and on behalf of the Disclosing Party by:

INSERT NAME AND TITLE OF PERSON SIGNING

Authorised Signature

Date: _____

SIGNED for and on behalf of the Receiving Party by:

INSERT NAME AND TITLE OF PERSON SIGNING

Authorised Signature

Date: _____