

**## and Outwood Grange Academies Trust  
Data Sharing Agreement**

This agreement is dated [                      ]

BETWEEN

##

And

Outwood Grange Academies Trust, Potovens Lane, Wakefield, WF1 2PF [the Trust]  
Background

- A. ## is the Trust's ## supplier, appointed via ## tender
- B. In order to complete the scope of works outlined by the Trust we require student data
- C. This agreement sets out the framework for the transfer of data between us and the Trust and outlines the purposes for which that data may be used.

**1. Basis and Purpose for Data Sharing**

- 1.1. Both Parties are Data Controllers and each is separately responsible for compliance with data protection legislation and regulations including the General Data Protection Regulation 2018 ("GDPR") and any legislation which supersedes the GDPR during the Term. It is not intended that the Parties will process data jointly or in common with each other.
- 1.2. The Parties consider this data sharing is necessary to enable ## to fulfil the obligations of the contract to provide uniform to all students from year 7-11
- 1.3. The Parties agree to only process Shared Personal Data for the following purposes (the "Purposes"):
  - 1.3.1. ###
  - 1.3.2. ###

The Parties shall not process Shared Personal Data in a way that is incompatible with the Purposes.

- 1.4. Each Party shall appoint a single point of contact ("SPoC") as follows:

##	
Name	
Job Title	
Telephone	
Email address	

Outwood Grange Academies Trust	
Name	
Job Title	
Telephone	
Email address	

## **2. Data to be Shared**

2.1. The following types of Personal Data of pupils will be shared between the Parties during the Term of this agreement:

2.1.1. ##

2.1.2. ##

2.2. The Shared Personal Data must not be irrelevant or excessive with regard to the Purposes.

## **3. Fair and Lawful Processing**

3.1. Each Party shall ensure that it processes Shared Personal Data fairly and lawfully as confidential information in accordance with clause 3.2 during the Term of this agreement.

3.2. Each Party shall ensure that it processes the Shared Personal Data on the basis of one or more of the following legal grounds:

3.2.1. The Data Subject has unambiguously given his or her consent;

3.2.2. Processing is necessary for the performance of a task carried out in the public interest.

3.3. The Parties shall ensure that, in respect of the Shared Personal Data, clear privacy notices are provided to data subjects giving them sufficient information for them to understand what personal data will be shared, the purposes for the data sharing and the identity or types of organisation that will receive the personal data.

## **4. Data Quality and Information Governance**

4.1. Outwood Grange Academies Trust will take reasonable steps to ensure that the Shared Personal Data are accurate and where necessary kept up to date.

4.2. Outwood Grange Academies Trust will notify ## of any changes to Shared Personal Data which require updating.

4.3. ## will ensure that all staff who process Shared Personal Data in connection with this agreement are appropriately trained to handle the Shared Personal Data in accordance with technical and organisational security measures together with any applicable data protection laws and guidance.

## **5. Data Security**

5.1. Both Parties warrant that Shared Personal Data will be kept secure and protected against unauthorised access, use or disclosure, and accessed and used only for the Purposes.

5.2. Each Party is separately and solely responsible for the management and security of data they hold locally as Data Controller and will ensure that Shared Personal Data is transferred securely and in accordance with Schedule 2 to this agreement. For the avoidance of doubt, each Party shall remain responsible for Shared Personal Data up to the point at which it is received by the other party.

5.3. Each Party is separately responsible for the management and consequences of any data breach that occurs to data that they hold as Data Controller.

5.4. If either Party becomes aware of any potential data breach involving the Shared Personal Data they will inform the relevant SPoC as soon as possible and in any event within three working days of the potential breach coming to their attention.

## **6. Pupil Rights**

6.1. Pupils have the right to obtain certain information about the processing of their personal data through a Subject Access Request. They may also request that their personal data be corrected if it is inaccurate, or that it is removed.

6.2. If a pupil (or their parent or guardian on their behalf) notifies Outwood Grange Academies Trust that they object to their personal data being shared, Outwood Grange Academies Trust is responsible for notifying ## in writing, through a reliable medium and without delay, that it has received such a request.

- 6.3. Each academy will keep records of all requests for information including details of data accessed and where relevant note of any meeting, correspondence or phone calls relating to the request.
- 6.4. The Parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with Subject Access Requests and to respond to any other queries or complaints from data subjects.

## **7. Data Retention and Deletion**

- 7.1. ## will not retain or process Shared Personal Data for longer than is necessary to carry out the Purposes.
- 7.2. Notwithstanding clause 6.1, the parties shall continue to retain Shared Personal Data in accordance with any applicable statutory or professional retention periods.
- 7.3. ## will ensure that Shared Personal Data are destroyed once no longer required for the Purposes.

## **8. Transfers**

- 8.1. For the purposes of this clause, transfers of personal data shall mean any sharing of the Shared Personal Data by ## with a third party.

8.1.1. Data will not be shared with any third party

8.1.2. Data will not be sent out of the European Community

## **9. Term and termination**

- 9.1. The initial Term of this agreement will be the duration of the contract specified in the original tender process
- 9.2. Either Party may terminate this agreement as per the terms in the original contract
- 9.3. Either Party may terminate this agreement at any time by notice in writing if the other Party is in breach of any obligation under this agreement.

## **10. Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the Parties or their authorised representatives.

## **11. Waiver**

No failure or delay by a Party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it (or any single or partial exercise of such right or remedy) prevent or restrict the further exercise of that or any other right or remedy.

## **12. Changes to the Applicable Law**

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

## **13. Entire agreement**

- 13.1. This agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between them relating to its subject matter.

13.2. Each Party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of any statement or representation that is not set out in this agreement.

**14. Force Majeure**

Neither Party shall be in breach of this agreement nor liable for delay in performing or failure to perform any of its obligations under this agreement where such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of time for performing such obligations.

**15. Governing Law**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**16. Jurisdiction**

Each Party agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

**Signed**

**For ##**

**Name:**

**Title:**

**Signature:**

**Date:**

**For Outwood Grange Academies Trust**

**Name:**

**Title:**

**Signature:**

**Date:**

## Schedule 1

### Data Transfer and Security

All participating parties, at their own cost, must implement industry standard technical security controls to preserve the confidentiality, integrity and availability of the data. These controls must include:

1. All data transfers will exclusively take place via encrypted email and no other methods of data transfer will be used (*E.g., cloud-based file storage, portable storage media, posted hard copy materials, facsimile, etc.*).
2. All devices (and supporting network and server infrastructure) used by each participating party to transmit, receive, collect, store, process and delete the data, will be appropriately secured in accordance with industry recognised best practice, including:
  - a. Using only operating systems, applications, and firmware that are still vendor supported and are in receipt of the latest vendor security updates;
  - b. Running anti-malware controls on platforms that are commonly susceptible to malicious software (*E.g. MS Windows and Android*), and ensuring anti-malware controls are in receipt of the latest definitions/signature files.
  - c. Encrypting all portable computing devices: using non-proprietary methods of encryption that are regarded as secure (*E.g. AES-256*); using only appropriate strength encryption keys/passwords that render brute force attacks infeasible; and replacing encryption keys/passwords if they are believed to be compromised.
  - d. Disposal of end of life devices using methods that render data recovery infeasible (*E.g. appropriate methods of disk sanitising/secure data deletion, or industrial crushing/shredding*).
3. All incidents capable of compromising the confidentiality, integrity and availability of the data must be immediately reported to the SPOC (Single Point of Contact).