

DATA SHARING AGREEMENT

This 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 initiative which shall be subject to the terms and conditions set out in Part Two of the Agreement.

Section 1. The Parties to the Data Sharing Initiative

1.	The University of Nottingham, a body corporate incorporated by Royal Charter and registered with number RC000664, of University Park, Nottingham NG7 2RD (UoN)
2.	Any designated college in the <i>Teaching for Mastery in FE</i> programme [Insert College Name and Address]

Each a Party and together the Parties.

Section 2. The aims and benefits of the Data Sharing Initiative

The Parties consider this data sharing initiative necessary as it will enable the Parties to understand how effectively Teaching for Mastery in FE is implemented in colleges, as well as teacher participation and attitudes towards the professional development training.

The School of Education, University of Nottingham and the Education and Training Foundation have been commissioned by the Department for Education to evaluate the impact of the *Teaching for Mastery in FE* programme, which is being delivered in 2021/22, using GCSE results from 2022, along with KS2 data with a randomised sample of FE college students and FE Colleges to evaluate whether the *Mathematics in FE* intervention leads to improvements in attainment when compared to a business-as-usual control group.

The public benefit of this research will be to gather evidence of the effectiveness of the *Teaching for Mastery in FE* intervention in improving retake performance amongst low attainers. The evaluation of the study is centred on a randomised control trial. With the data requested from the National Pupil Database they will estimate statistical models which compare the test scores of pupils depending on whether their college settings were randomly selected to receive the intervention or not. The public benefit of this work will be to increase knowledge of “what works” in improving pupil attainment. Specifically, in this project they hope to learn about effective techniques to support mathematics teaching in FE Colleges.

Section 3. The Agreed Purposes

The Shared Personal Data shall be used for the following Agreed Purposes:

The Shared Personal Data will be used in conducting the DfE funded *Teaching for Mastery in FE* evaluation research project, and specifically to enable the University of Nottingham to understand

how effectively *Teaching for Mastery in FE* is implemented in colleges, as well as teacher participation and attitudes towards the professional development training.

- Teacher information data including teacher's name, teacher's contact detail, college's name and college's contact detail (which will be collected by the University of Nottingham and shared with the affiliating Centre for Excellence in Mathematics) will be used for tracking participation levels across project events, conducting teacher practice surveys and identifying participants for further data collection and project evaluation.
- Student information data including Unique Pupil Number or Unique Learner Number, student's name, student's date of birth, student's school email address and student's ethnic group will be used to conduct student self-efficacy and learning experience pre and post intervention surveys.
- Students' GCSE results will be used in measuring pupil attainment gain over the period of the trial.
- If the college participates in a case study, the teacher and some students will be asked to take part in interviews. Informed consent will be sought from the research participants on this occasion.

Section 4. The Personal Data and Special Category Personal Data being shared

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

Personal Data	Tick if included
Name	Yes
Address	
Phone/Mobile Number	
Email Address	Yes
Date of Birth	Yes
Student Ref Number	
Employee Ref Number	
National Insurance Number	
IP Address	
Employment History	
Education/Academic Information	
Photos/Visual Images	
Financial Information	
Other: Please Specify	Yes
<ul style="list-style-type: none"> • College address and contact details 	

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

Special Category Data	
Mental Health	
Physical Health	
Genetic Information	
Biometric Information	
Sexual Life	

Sexual Orientation	
Ethnicity	Yes
Trade Union Membership	
Religious/Philosophical Beliefs	
Political Opinions	
Criminal Convictions	
Other: Please Specify	

Section 5. Lawful Basis

The Parties shall share the personal data on the following Article 6(1) UK GDPR basis:

Article 6 Ground for Processing	Tick as appropriate
The data subject has given consent to the processing of their personal data for one or more specific purposes.	
Processing is necessary for the performance of a contract to which the data subject is Party or in order to take steps at the request of the data subject prior to entering into a contract.	
Processing is necessary for compliance with a legal obligation to which the controller is subject.	
Processing is necessary in order to protect the vital interests of the data subject or of another natural person.	
Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller	Yes
Processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party , except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child	

Special Category Personal Data shall only be used where the following Article 9(2) UK GDPR exception applies:

Article 9 Ground for Processing	Tick as appropriate
(a) the data subject has given explicit consent to the processing of those personal data for one or more specified purposes;	
(b) processing is necessary for the purposes of carrying out the obligations and exercising specific rights of the controller or of the data subject in the field of employment and social security and social protection law ;	
(c) processing is necessary to protect the vital interests of the data subject or of another natural person where the data subject is physically or legally incapable of giving consent;	
(d) 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 with a political, philosophical, religious or trade union aim and on condition that the processing relates solely to the members or to former members of the body or to persons who have regular contact with it in connection with its purposes and that the personal data are not disclosed outside that body without the consent of the data subjects ;	
(e) processing relates to personal data which are manifestly made public by the data subject ;	
(f) processing is necessary for the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity;	

(g) processing is necessary for reasons of substantial public interest , on 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 fundamental rights and the interests of the data subject;	
(h) processing is necessary for the purposes of preventive or occupational medicine , for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services on the basis of Union or Member State law or pursuant to contract with a health professional;	
(i) processing is necessary for reasons of public interest in the area of public health , such as protecting against serious cross-border threats to health or ensuring high standards of quality and safety of health care and of medicinal products or medical devices,;	
(j) processing is necessary for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes	Yes
When processing Criminal/Conviction information Please specify which exemption you are replying on as per Article 9(2)— (a) employment, social security and social protection; (b) substantial public interest (c) health and social care (d) public health (e) archiving, research and statistics.	

Section 6. Categories of Data Subject

The Shared Personal Data will relate to the following categories of data subject:

Categories	Tick if Included
Students and applicants (including prospective applicants)	
Alumni and supporters of the University	
Suppliers	
Collaborators & other professional contacts	
University Staff	
Children aged under 16	
Other: Please detail	Yes
Teachers and students in Further Education Colleges (research participants)	

Section 7. Frequency of the data sharing

The Shared Personal Data shall be shared:

As required for the purposes of the project.

Section 8. Data handling instructions and access restrictions

The following rules for handling the Shared Personal Data and limiting access to it shall be observed:

1. Data is pseudonymised where possible
2. Data is only accessible to accredited project team members with a dedicated log in.

Section 9. Data Security

The following data security measures shall be applied:

1. Shared via the Office for National Statistics' Secure Research Service (the DfE's partner in supplying sensitive student data)
2. In the project team's dedicated SharePoint, controlled by the University of Nottingham

Section 10. Data Quality

The following measures will be used to check accuracy and keep the Shared Personal Data up to date:

1. Data will be checked with the participating college and through the DfE data matching service.

Section 11. Data Minimisation

The following measures shall be taken to ensure the Shared Personal Data is not irrelevant or excessive for the Agreed Purposes:

1. the Shared Personal Data shall not include Data Subjects who have opted-out of the Initiative
2. Data from the Office of National Statistics' Secure Research Services (SRS) is pseudonymised by ONS

Section 12. Data Retention

The Shared Personal Data shall be retained for:

For the duration of the project. When the data processing agreement with the Department for Education relating to the National Pupil Database share expires, but no more than 10 years.

--

Section 13. Joint Controllers

The Parties are not Joint Controllers.

Section 14. Policies and Procedures

The following policies/procedures shall apply to the Initiative: The University of Nottingham’s Data Protection Policy and related procedures and Project Research Methodology

Section 15. Reporting Shared Personal Data that has been lost, disclosed or misused

Each Party should provide contact details in the table below of the post in their Party who should be informed if a Personal Data Breach occurs.

Organisation	Post	Email	Telephone
University of Nottingham	Head of Information Compliance	Sara.J.Smith@nottingham.ac.uk	
[Insert College Name]	[Insert Post]	[Insert Email Address]	

Section 16. Review process

The data sharing Initiative and Agreement shall be reviewed at the intervals set out in the table below:

Review	Date of review
1st year review	After 12 months
Subsequent reviews	Every 3 years following the date of the 1st year review

Section 17. SPoCs

Each Party should provide contact details of their Single Point of Contact or SPoC who will work together to reach an agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing initiative. The SPoC shall also be the contact point for notices made under this Agreement.

The SPoCs for each Party:	
University of Nottingham	Fraser Marshall, Senior Information Compliance Officer, Information Compliance Team, fraser.marshall@nottingham.ac.uk
[Insert College Name]	[Insert Data Protection Officer/ Manager Name and Email Address]

Part Two: Terms and Conditions

1. Status of the Parties

- 1.1. This Agreement sets out the framework for the sharing of Personal Data when one Controller discloses personal data to another Controller. It defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.
- 1.2. Where the Parties are identified as Joint Controllers in Section 13 to Part One of the Agreement, the Parties shall carry out their respective responsibilities in the manner detailed in Section 13 to Part One of the Agreement, In the event of conflict or inconsistency between which Party shall carry out the respective responsibilities identified under Section 13 to Part One of the Agreement and the Party that shall carry out such respective responsibilities under Part Two of this Agreement, Section 13 to Part One of the Agreement shall prevail. The clauses in this Part Two of the Agreement shall be modified so as to give effect to the Parties' respective responsibilities identified under Section 13 to Part One of the Agreement

2. Agreed Purpose

- 2.1. The Parties agree to only process Shared Personal Data for the purposes set out in Section 3 of Part One to this Agreement. The Parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in Section 3 of Part One to this Agreement.
- 2.2. The Parties shall observe the policies and procedures that apply to this Initiative which are specified in Section 14 to Part One of this Agreement.

3. SPoCs

- 3.1. Each Party shall appoint a single point of contact (**SPoC**) who will work together to reach an agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing initiative. The SPoCs for the Parties are detailed in Section 16 of Part One to this Agreement.

4. Shared Personal Data

- 4.1. The types of Personal Data and Special Categories of Personal Data are set out in Section 4 of Part One to this Agreement.
- 4.2. The categories of Data Subjects to which the Shared Personal Data shall relate are set out in Section 6 of Part One of this Agreement.
- 4.3. The Shared Personal Data must be limited to the Personal Data described in Section 4 of Part One of this Agreement.
- 4.4. The Parties shall handle the Shared Personal Data in accordance with the data handling instructions specified in Section 8 to Part One of this Agreement.
- 4.5. The frequency at which the Shared Personal Data is intended to be shared is specified in Section 7 to Part One of this Agreement.
- 4.6. The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purpose and any measures set out in Section 11 of Part One of this Agreement shall be observed by the Parties

5. *Lawful, fair and transparent processing*

- 5.1. Each Party shall, during the term of this Agreement, ensure that it:
 - 5.1.1. processes the Shared Personal Data fairly and lawfully; and
 - 5.1.2. has legitimate grounds under the Data Protection Legislation for the processing of the Shared Personal Data including, but not limited to those set out in Section 5 to Part One of this Agreement.
- 5.2. The Data Discloser shall, in respect of the Shared Personal Data, ensure that its privacy notices are clear, fully comply with Article 13 of the UK GDPR, and provide sufficient information to the Data Subjects to enable them to understand what of their Personal Data the Data Discloser is sharing with the Data Receivers, the circumstances in which it will be shared, the purposes for the data sharing and either the identity of the Data Receiver or a description of the type of organisation that will receive their Personal Data.
- 5.3. The Data Receiver undertakes to inform the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their Personal Data and provide all of the information that it must provide, in accordance with its own applicable laws, to ensure that the Data Subjects understand how their Personal Data will be processed by the Data Receiver together with all other matters required by the Legislation.

6. *Data quality*

- 6.1. 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 Section 10 to Part One of this Agreement.

7. *Data Subjects' rights*

- 7.1. The Parties each agree to provide such reasonable assistance as is necessary to each other to enable them to comply with any request under Articles 15, 16, 17, 18, 20, 21 and/or 22 of the UK GDPR and to respond to any other queries or complaints from Data Subjects.

8. *Transfers*

- 8.1. For the purposes of this clause, transfers of personal data shall mean any sharing of personal data by the Data Receiver with a third party, and shall include, but is not limited to, the following:
 - 8.1.1. subcontracting the processing of Shared Personal Data;
 - 8.1.2. granting a third party controller access to the Shared Personal Data.
- 8.2. If the Data Receiver appoints a third party processor to process the Shared Personal Data it shall comply with Article 28 and Article 30 of the UK GDPR and shall remain liable to the Data Discloser for the acts and/or omissions of the processor.
- 8.3. The Data Receiver may not transfer Shared Personal Data to a third party located outside the EEA unless it;
 - 8.3.1. complies with the provisions of Articles 26 of the UK GDPR (in the event the third party is a joint controller); and

- 8.3.2. ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the UK GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 of the UK GDPR; or (iii) one of the derogations for specific situations in Article 49 of the UK GDPR applies to the transfer.

9. *Security and training*

- 9.1. The Data Discloser shall only provide the Shared Personal Data to the Data Receiver by using secure methods as agreed and set out in Section 9 of Part One of this Agreement.
- 9.2. The Parties undertake to have in place throughout the term of this Agreement appropriate technical and organisational security measures including, but not limited to those set out in Section 9 to Part One of this Agreement to:
 - 9.2.1. 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
 - 9.2.2. ensure a level of security appropriate to:
 - (a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - (b) the nature of the Shared Personal Data to be protected.
- 9.3. The Parties shall keep such security measures under review and shall carry out such updates as they agree are appropriate throughout the term of this Agreement.
- 9.4. It is the responsibility of each Party to ensure that its Personnel are appropriately trained to handle and process the Shared Personal Data in accordance with the terms and conditions of this Agreement together with any other applicable national data protection laws and guidance and have entered into confidentiality agreements relating to the processing of Personal Data. The level, content and regularity of training shall be proportionate to the relevant Personnel members' role, responsibility and frequency with respect to their handling and processing of the Shared Personal Data.
- 9.5. The Parties shall observe the data access restrictions specified in Section 8 to Part One of this Agreement.

10. *Data Retention and Deletion*

- 10.1. The Data Receiver shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes.
- 10.2. Notwithstanding clause 10.1, the Parties shall continue to retain Shared Personal Data in accordance with any retention periods or criteria specified in Section 12 of Part One of the Agreement.
- 10.3. The Data Receiver shall ensure that any Shared Personal Data are securely destroyed in the following circumstances:
 - 10.3.1. termination of this Agreement;

- 10.3.2. the expiry of the term of this Agreement;
- 10.3.3. once processing of the Shared Personal Data is no longer necessary for the Agreed Purposes or, if later, the expiry of any agreed retention period specified in Section 12 of Part One of the Agreement.

11. Personal data breaches and reporting procedures

- 11.1. Each Party shall notify any potential or actual losses of the Personal Data Breach to the other Party's(ies') nominated contact identified in Section 15 of Part One of this Agreement as soon as possible and, in any event, within 1 Business Day of identification of any potential or actual loss to enable the Parties to consider what action is required in order to resolve the issue in accordance with the Data Protection Legislation.
- 11.2. The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.
- 11.3. Without affecting any other right or remedy available to it, any Party can suspend the term of this Agreement or any sharing of Shared Personal Data by written notice (including details of its concerns) to the other Party(ies) during any period where it considers that the other Party is not processing the Shared Personal Data in accordance with this Agreement. A representative from each Party should meet as soon as possible (no longer than 14 days) to carry out a Risk Assessment and Resolution meeting to identify the risks and any actions required to resolve or mitigate the issues identified.

12. Resolution of disputes with Data Subjects or the Supervisory Authority

- 12.1. In the event of a dispute or claim brought by a Data Subject or the Supervisory Authority concerning the processing of the Shared Personal Data against any of the Parties, the Parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- 12.2. The Parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Supervisory Authority. 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.
- 12.3. Each Party shall abide by a decision of a competent court of the Data Discloser's country of establishment or of the Supervisory Authority.

13. Warranties

- 13.1. Each Party warrants and undertakes that it will:
 - 13.1.1. process the Shared Personal Data in compliance with the Data Protection Legislation; and
 - 13.1.2. ensure that the Shared Personal Data is accurate.
- 13.2. 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 extent permitted by law.

14. Review and termination of the Agreement

- 14.1. The Parties shall review the effectiveness of this data sharing initiative at the time intervals identified in Section 16 to Part One of this Agreement or such other time intervals as may be agreed between the Parties, having consideration to the aims and purposes set out in Section 2 and Section 3 of Part One to this Agreement.
- 14.2. The Parties shall continue, amend or terminate the Agreement depending on the outcome of this review.
- 14.3. The review of the effectiveness of the data sharing initiative will involve:
 - 14.3.1. assessing whether the purposes for which the Shared Personal Data is being processed are still the ones listed in Section 3 to Part One of this Agreement;
 - 14.3.2. assessing whether the Shared Personal Data is still as listed in Section 4 to Part One of this Agreement;
 - 14.3.3. assessing whether the legal framework governing data quality, retention, and data subjects' rights are being complied with; and
 - 14.3.4. assessing whether personal data breaches involving the Shared Personal Data have been handled in accordance with this Agreement and the applicable legal framework.
- 14.4. Each Party reserves its rights 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 that the other Party is not processing the Shared Personal Data in accordance with this Agreement.
- 14.5. The Parties may at any time propose variations to the Agreement which they reasonably consider necessary to address the requirements of any Data Protection Legislation. If a Party notifies the other Party(ies) of a proposed variation, the Parties shall promptly discuss the proposed variations or any alternative variations they may put forward and shall continue, amend or terminate the Agreement depending on the outcome of the discussions.

15. Indemnity

- 15.1. The Data Discloser and Data Receiver undertake to indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of this Agreement, except to the extent that any such liability is excluded under clause 17.2.
- 15.2. Indemnification hereunder is contingent upon:
 - 15.2.1. the Party(ies) to be indemnified (the indemnified Party(ies)) promptly notifying the other Party(ies) (the indemnifying Party(ies)) of a claim,
 - 15.2.2. the indemnifying Party(ies) having sole control of the defence and settlement of any such claim, and
 - 15.2.3. the indemnified Party(ies) providing reasonable co-operation and assistance to the indemnifying Party(ies) in defence of such claim.

16. Allocation of Cost

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

17. Limitation of Liability

17.1. Neither Party excludes or limits liability to the other Party for:

17.1.1. fraud or fraudulent misrepresentation;

17.1.2. death or personal injury caused by negligence;

17.1.3. 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

17.1.4. any matter for which it would be unlawful for the Parties to exclude liability.

17.2. Subject to clause 17.1, neither Party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

17.2.1. any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;

17.2.2. loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or

17.2.3. any loss or liability (whether direct or indirect) under or in relation to any other contract.

17.3. Clause 17.2 shall not prevent claims, for:

17.3.1. direct financial loss that are not excluded under any of the categories set out in clause 17.2.1; or

17.3.2. tangible property or physical damage.

18. Term and Termination of Agreement

18.1. This Agreement shall remain in full force and effect so long as either Party retains any Shared Personal Data.

18.2. Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of this Agreement in order to protect Personal Data will remain in full force and effect.

18.3. 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 the sharing activity under this Agreement.

18.4. Any suspension of the sharing activity under Clause 18.3 shall be for such period as the relevant Party may specify and without prejudice to any right of termination which has already accrued, or subsequently accrues, to the relevant Party.

18.5. The Parties shall seek to agree the effect of any variation necessitated by suspension or partial suspension in accordance with the Clause 18.320, including the effect that the partial suspension may have on the provision of any other sharing activity under this Agreement.

19. Notice

19.1. Any notice given to a Party under or in connection with this Agreement shall be in writing, addressed to the SPoCs and shall be delivered by hand or by pre-paid first-class post or

other next working day delivery service (if a company) or its principal place of business (in any other case).sent by email to the SPoC.

19.2. Any notice shall be deemed to have been received:

19.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

19.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service..

19.3. If deemed receipt under clause 19.2 would occur outside business hours, it shall be deferred until business hours resumes. In this clause 19.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday.

19.4. All references to time are to the local time at the place of deemed receipt.

19.5. This clause 19 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20. *Variations*

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

21. *General*

21.1. No one other than a Party to this Agreement shall have any right to enforce any of its terms.

21.2. 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21.3. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

21.4. 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 SPoCs will negotiate in good faith to review the Agreement in the light of the new legislation.

21.5. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

21.6. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

- 21.7. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in this Agreement.
- 21.8. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 21.9. 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. Each Party irrevocably 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.

Schedule 1 - Definitions

1. The definitions in this paragraph 1 apply to this Agreement (unless the context requires otherwise):

Agreed Purposes: has the meaning given to it in Section 3 to Part One of this Agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commencement Date: the date of this Agreement.

Controller: shall have the meaning given in the UK GDPR.

Data Discloser: the Party to this Agreement that discloses the Shared Personal Data to the Data Receiver.

Data Protection Impact Assessment: shall have the meaning given in the UK GDPR.

Data Protection Legislation: (i) the UK GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 (DPA 2018) to the extent that it relates to processing of Personal Data and privacy; (iii) all applicable Law about the processing of Personal Data and privacy.

Data Receiver: the Party to this Agreement that receives the Shared Personal Data from the Data Discloser.

Data Subject: shall have the meaning given in the UK GDPR.

Data Subject Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

EEA: European Economic Area.

UK GDPR: the UK General Data Protection Regulation

Initiative: The data sharing initiative described in **Error! Reference source not found.** to Part One of this Agreement.

LED: Law Enforcement Directive (*Directive (EU) 2016/680*).

Personnel: means all directors, officers, employees, agents, consultants and contractors of the Data Receiver and/or of any Sub-processor engaged in the performance.

Personal Data: shall have the meaning given in the UK GDPR.

Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

Processor: shall have the meaning given in the UK GDPR.

Shared Personal Data: the Personal Data and Special Category Personal Data described in Section 4 to Part One of this Agreement to be shared between the Parties under the terms of this Agreement.

Special Categories of Personal Data: shall have the meaning given in the UK GDPR.

Sub-processor: any third party appointed to process Shared Personal Data on behalf of a Data Receiver related to this Agreement.

Supervisory Authority: the relevant supervisory authority in the territories where the Parties to this Agreement are established.

2. The interpretation and construction of this Agreement shall all be subject to the following provisions:
 - 2.1 Clause, section, schedule and paragraph headings shall not affect the interpretation of this Agreement.
 - 2.2 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
 - 2.3 Unless the context otherwise, requires, words in the singular shall include the plural and in the plural shall include the singular.
 - 2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
 - 2.5 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
 - 2.6 A reference to **writing** or **written** includes email.

Signed by Rachel Brereton



for and on behalf of THE UNIVERSITY OF NOTTINGHAM

Authorised Signatory

Signed by [NAME OF AUTHORISED SIGNATORY]

.....

for and on behalf of [NAME OF AUTHORITY]

Authorised Signatory