## Data Sharing - Processing Agreement

This document details the parties to the data sharing arrangement, the data to be shared, the purposes of the sharing, the arrangements for data transfer and data security, handling information requests, making changes to the Agreement.

The template can be adopted to your own needs by inserting relevant details where required at [ ], by deleting any information that does not apply to you, and amending any terminology not used in your organisation.

**Draft Data Sharing Agreement**

**For the necessary sharing of Personal Data between**

**[Insert Data Controller]**

**And**

**[Insert Data Processor]**

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**This Data Sharing Agreement (the “Agreement”) is between:**

(A) [Data Controller]:

|  |  |
| --- | --- |
| Organisation/Business Area |  |
| ICO Registration Number |  |
| Operational Contact Name and Job Title: |  |

(B) [Data Processor]:

|  |  |
| --- | --- |
| Organisation/Business Area |  |
| ICO Registration Number |  |
| Operational Contact Name and Job Title: |  |

**1. Commencement and Duration**

This Agreement commences [insert date] and shall continue (unless terminated early) until [date].

**2. Personal Data**

For the purposes of this Agreement “Data” means [description of Personal Data including a list of the variables, period the data covers and geographical extent].

**3. Purposes of the data share**

**3.1 Purposes**

[Data Processor] agrees to only process the Data for the purposes of [insert description of the data sharing initiative, including why it is necessary and the specific aims and benefits] (the ”Purposes”).

**3.2 Further disclosure**

[Data Processor] agrees not to disclose the Data to any third parties unless a [Data Controller] Authorised Person (defined in Appendix A part 1) has authorised the disclosure in writing (including e-mail).

**3.3 Limitations on Data use**

[Data Processor] agrees to:

* [insert proportionate limitations on data use e.g.: restrict linkage of the Data with other datasets so the Data Processor cannot build detailed profiles of individuals that are disproportionately privacy intrusive].

**4. Data Transfer**

[Data Controller] agrees to transfer the Data to [Data Processor] in accordance with the data transfer process described in Appendix A part 2.

**5. Data Protection**

The Parties shall comply with any notification requirements under the General Data Protection Regulation (GDPR) and duly observe all their obligations under the GDPR that arise in connection with this Agreement. More information about GDPR compliance is in Appendix A part 3.

**6. Data Security & Management of a Security Incident**

Both Parties warrant that they will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data including, but not limited to, the security measures set out in Appendix B.

In the event of a material breach of this Agreement by [Data Processor]:

* [Data Processor] shall inform [Data Controller] immediately;
* [Data Controller] may terminate this Agreement with immediate effect by giving notice to [Data Processor] in writing;
* [Data Controller] may require [Data Processor] to securely destroy the personal data in accordance with Standards and provide confirmation in writing to [Data Controller] that the personal data have been deleted.

**7. Subject Access Requests**

The Parties shall co-operate in handling and disposing of any Subject Access Requests made to either of the Parties under the GDPR.

Subject access requests received by either party which relate to this Agreement shall be passed to the Authorised Persons for the Authorised Persons to decide which party should action and take overall responsibility for as soon as practicable after receipt and in any event within [three] working days of receiving the request.

**8. Audit and Review**

This Agreement shall be reviewed annually. At each review use of the personal data for the agreed purposes will be assessed by the Parties.

[Data Processor] agrees to:

1. allow [Data Controller] from time to time to conduct an on-site audit of [Data Processor]’s confidentiality and security procedures and practices, provided reasonable notice is given to [Data Processor] and subject to reasonable and appropriate confidentiality undertakings, or
2. provide a report of such an audit to [Data Controller].

**9. Changes to the Agreement**

Except expressly provided in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by both Parties.

**10. Retention and Deletion of Data**

Unless the Agreement is terminated early in accordance with section 6, [Data Processor] agrees to retain the personal data [[only as long as the Data are required for the Purposes] OR [insert time limit]] (the “Retention Period”).

At the end of the Retention Period [Data Processor] agrees to destroy the personal data securely and provide confirmation in writing to [Data Controller] that the personal data have been deleted.

**11. Termination of Agreement**

Either party may terminate this Agreement provided [notice period] written notice has been given to the other party.

[Data Controller] may terminate this Agreement in the event of a material breach of this Agreement by [Data Processor].

**12. Signatories**

By signing this Agreement the Parties confirm that they accept its terms.

**[Data Controller organisation]**

Signature ……………………………………… Date ……………………….

[Data Controller organisation authorised signatory’s name and title]

For and on behalf of [Data Controller]

**[Data Processor organisation]**

Signature ……………………………………… Date ……………………….

[Data Processor organisation authorised signatory’s name and title]

For and on behalf of [Data Processor]

**Appendix A: Key Details**

**Part 1. Authorised persons**

Any further information, including documents referred to, or any questions orcomments relating to this Agreement should be directed to the following Authorised Persons, who may change from time to time in accordance with instructions from an Authorised Person in writing (including e-mail):

|  |  |
| --- | --- |
|  | Name and contact details |
| [Data Controller] Authorised Person |  |
| [Data Processor] Authorised Person |  |

**Part 2. Data Transfer Process**

[Insert description of data transfer process. Specify timescales including whether the transfer is one-off or regular transfer (e.g. monthly or yearly or following an event such as a request or publication)].

**Part 3. Data Protection**

**Data Controller Responsibilities**

The Parties acknowledge that for the purposes of the GDPR:

[Describe which party(s) is Data Controller (i.e. determines how and why personal data are used) for each stage of the data sharing project]

**Fair Processing**

[insert details of what data subjects have been told about this data share].

**Lawful Processing**

The Parties are satisfied that the legal basis for sharing the Data is/are [insert all relevant legal bases].

**Subject Access**

Subject Access Requests (SARs) received by either party which relate to this Agreement shall be passed to the Authorised Persons to decide which party should action and take overall responsibility for as soon as practicable after receipt and in any event within [three] working days of receiving the request.

**Appendix B: Security Measures**

[Insert description of specific technical and organisational security measures imposed on Data Processor by Data Controller]