

## Data Sharing Agreement – Representative Agreement September 2024

### 1. Data sharing

#### 1.1 Definitions.

- (a) **Agreed Purposes:** the performance by each Party of its obligations under the Agreement.
- (b) **Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures:** as set out in the Data Protection Legislation.
- (c) **Agreement:** the agreement under which the Representative is engaged by Northumbria to carry out marketing and promotional services.
- (d) **Data Discloser:** a Party that discloses Shared Personal Data to the other Party.
- (e) **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a Party.
- (f) **Permitted Recipients:** the Parties to the Agreement and the employees of each Party.
- (g) **Restricted Transfer:** a transfer of personal data to a receiver located in a country or territory outside the UK which is not covered by a UK adequacy regulation.
- (h) **Shared Personal Data:** the student personal data to be shared between the Parties under the Agreement. Shared Personal Data shall be confined to the following categories of information:
  - (i) Name;
  - (ii) Student ID number;
  - (iii) Date of birth;
  - (iv) Email and home address.
- (i) **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 **Shared Personal Data.** This Data Sharing Agreement sets out the framework for the sharing of personal data between the Parties as controllers. Each Party acknowledges that one Party (referred to in this Data Sharing Agreement as the **Data Discloser**) will regularly disclose to the other Party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

1.3 **Particular obligations relating to data sharing.** Each Party shall:

- (a) ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;

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- (b) give full information to any data subject whose personal data may be processed under the Agreement of the nature of such processing. This includes giving notice that, on the termination of the Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
  - (c) process the Shared Personal Data only for the Agreed Purposes;
  - (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
  - (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by the Agreement;
  - (f) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 1.4 The Parties acknowledge and agree that personal data shall not be transferred by Northumbria outside the UK unless (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.
- 2. Security**
- 2.1 The Representative must at all times implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Shared Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Shared Personal Data including, but not limited to, the security measures set out in Paragraph 2.3 of this Data Sharing Agreement. The Representative must document those measures in writing and periodically review them at least annually to ensure they remain current and complete.
- 2.2 The Representative must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:
- (a) the pseudonymisation and encryption of personal data;
  - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
  - (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
  - (d) a process for regularly testing, assessing and evaluating the effectiveness of the security measures.
- 2.3 The Representative shall use technical and organisational data security measures including:

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- (a) physical access controls;
- (b) system access controls;
- (c) data access controls;
- (d) transmission controls;
- (e) input controls;
- (f) data backups;
- (g) data segregation.

### **3. International Data Transfer Transfers**

3.1 Paragraph 3 and Annex 1 apply to Restricted Transfers only.

3.2 Prior to Northumbria making any transfer of personal data to the Representative, the Representative shall provide Northumbria with a completed data transfer risk assessment based on the form issued by Northumbria. The Representative shall keep the transfer risk assessment under review and shall update the transfer risk assessment as necessary.

3.3 The Parties agree that in respect of any international transfers of personal data made by Northumbria to the Representative:

- (a) the tables set out in Annex 1 of this Data Sharing Agreement shall form the completed Parts 1 – 3 of the standard international data transfer agreement issued by the UK Information Commissioner’s Office and laid before the UK Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022 (**IDTA**); and
- (b) by entering into the Agreement, the mandatory clauses set out in Part 4 of the IDTA are incorporated by reference into the Agreement.

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**Annex 1**
**Table 1: Parties and signatures**

<b>Start date</b>	The Effective Date	
<b>The Parties</b>	<b>Exporter (who sends the Restricted Transfer)</b>	<b>Importer (who receives the Restricted Transfer)</b>
<b>Parties' details</b>	Northumbria as defined int the Terms and Conditions of the Agreement	The Representative as defined int the Terms and Conditions of the Agreement
<b>Key Contact</b>	See the Commercial Terms of the Agreement	See the Commercial Terms of the Agreement
<b>Importer Data Subject Contact</b>	See the Commercial Terms of the Agreement	See the Commercial Terms of the Agreement
<b>Signatures confirming each Party agrees to be bound by this IDTA</b>	<i>This Data Sharing Agreement forms part of, and is incorporated into, the Agreement</i>	<i>This Data Sharing Agreement forms part of, and is incorporated into, the Agreement</i>

**Table 2: Transfer Details**

<b>UK country's law that governs the IDTA:</b>	<input checked="" type="checkbox"/> England and Wales <input type="checkbox"/> Northern Ireland <input type="checkbox"/> Scotland
<b>Primary place for legal claims to be made by the Parties</b>	<input checked="" type="checkbox"/> England and Wales <input type="checkbox"/> Northern Ireland <input type="checkbox"/> Scotland
<b>The status of the Exporter</b>	In relation to the Processing of the Transferred Data: <input checked="" type="checkbox"/> Exporter is a Controller <input type="checkbox"/> Exporter is a Processor or Sub-Processor
<b>The status of the Importer</b>	In relation to the Processing of the Transferred Data: <input checked="" type="checkbox"/> Importer is a Controller <input type="checkbox"/> Importer is the Exporter's Processor or Sub-Processor <input type="checkbox"/> Importer is <b>not</b> the Exporter's Processor or Sub-Processor (and the Importer has been instructed by a Third Party Controller)

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<p><b>Whether UK GDPR applies to the Importer</b></p>	<p><input type="checkbox"/> UK GDPR applies to the Importer's Processing of the Transferred Data</p> <p><input checked="" type="checkbox"/> UK GDPR does not apply to the Importer's Processing of the Transferred Data</p>
<p><b>Linked Agreement</b></p>	<p><b>If the Importer is the Exporter's Processor or Sub-Processor</b> – the agreement(s) between the Parties which sets out the Processor's or Sub-Processor's instructions for Processing the Transferred Data:</p> <p>Name of agreement:</p> <p>Date of agreement:</p> <p>Parties to the agreement:</p> <p>Reference (if any):</p> <p><b>Other agreements</b> – any agreement(s) between the Parties which set out additional obligations in relation to the Transferred Data, such as a data sharing agreement or service agreement:</p> <p>Name of agreement: The Agreement (as defined in the Terms and Conditions)</p> <p>Date of agreement: as set out in the Commercial Terms of the Agreement</p> <p>Parties to the agreement: Northumbria and the Representative</p> <p>Reference (if any):</p> <p><b>If the Exporter is a Processor or Sub-Processor</b> – the agreement(s) between the Exporter and the Party(s) which sets out the Exporter's instructions for Processing the Transferred Data:</p> <p>Name of agreement:</p> <p>Date of agreement:</p> <p>Parties to the agreement:</p> <p>Reference (if any):</p>
<p><b>Term</b></p>	<p>The Importer may Process the Transferred Data for the following time period:</p> <p><input type="checkbox"/> the period for which the Linked Agreement is in force</p> <p><input type="checkbox"/> time period:</p> <p><input checked="" type="checkbox"/> (only if the Importer is a Controller or not the Exporter's Processor or Sub-Processor) no longer than is necessary for the Purpose.</p>
<p><b>Ending the IDTA before the end of the Term</b></p>	<p><input checked="" type="checkbox"/> the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing.</p> <p><input type="checkbox"/> the Parties can end the IDTA before the end of the Term by serving:</p> <p>[NUMBER] months' written notice, as set out in Section 29 (How to end this IDTA without there being a breach).</p>

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<b>Ending the IDTA when the Approved IDTA changes</b>	<p>Which Parties may end the IDTA as set out in Section 29.2:</p> <p><input type="checkbox"/> Importer</p> <p><input checked="" type="checkbox"/> Exporter</p> <p><input type="checkbox"/> neither Party</p>
<b>Can the Importer make further transfers of the Transferred Data?</b>	<p><input type="checkbox"/> The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data).</p> <p><input checked="" type="checkbox"/> The Importer MAY NOT transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data).</p>
<b>Specific restrictions when the Importer may transfer on the Transferred Data</b>	<p>The Importer MAY ONLY forward the Transferred Data in accordance with Section 16.1:</p> <p><input checked="" type="checkbox"/> if the Exporter tells it in writing that it may do so.</p> <p><input type="checkbox"/> to:</p> <p><input type="checkbox"/> to the authorised receivers (or the categories of authorised receivers) set out in:</p> <p><input type="checkbox"/> there are no specific restrictions.</p>
<b>Review Dates</b>	<p><input type="checkbox"/> No review is needed as this is a one-off transfer and the Importer does not retain any Transferred Data</p> <p>First review date:</p> <p>The Parties must review the Security Requirements at least once:</p> <p><input type="checkbox"/> each [Number] month(s)</p> <p><input type="checkbox"/> each quarter</p> <p><input type="checkbox"/> each 6 months</p> <p><input type="checkbox"/> each year</p> <p><input type="checkbox"/> each [Number] year(s)</p> <p><input checked="" type="checkbox"/> each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment</p>

**Table 3: Transferred Data**

<b>Transferred Data</b>	<p>The personal data to be sent to the Importer under this IDTA consists of:</p> <p><input checked="" type="checkbox"/> The categories of Transferred Data will update automatically if the information is updated in the Linked Agreement referred to.</p> <p><input type="checkbox"/> The categories of Transferred Data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.</p>
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<p><b>Special Categories of Personal Data and criminal convictions and offences</b></p>	<p>The Transferred Data includes data relating to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> racial or ethnic origin</li> <li><input type="checkbox"/> political opinions</li> <li><input type="checkbox"/> religious or philosophical beliefs</li> <li><input type="checkbox"/> trade union membership</li> <li><input type="checkbox"/> genetic data</li> <li><input type="checkbox"/> biometric data for the purpose of uniquely identifying a natural person</li> <li><input type="checkbox"/> physical or mental health</li> <li><input type="checkbox"/> sex life or sexual orientation</li> <li><input type="checkbox"/> criminal convictions and offences</li> <li><input checked="" type="checkbox"/> none of the above</li> <li><input type="checkbox"/> set out in:</li> </ul> <p>And:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The categories of special category and criminal records data will update automatically if the information is updated in the Linked Agreement referred to.</li> <li><input type="checkbox"/> The categories of special category and criminal records data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under section <b>Error! Reference source not found..</b></li> </ul>
<p><b>Relevant Data Subjects</b></p>	<p>The Data Subjects of the Transferred Data are:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> The categories of Data Subjects will update automatically if the information is updated in the Linked Agreement referred to.</li> <li><input type="checkbox"/> The categories of Data Subjects will not update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under section <b>Error! Reference source not found..</b></li> </ul>
<p><b>Purpose</b></p>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> The Importer may Process the Transferred Data for the following purposes: the performance by each Party of its obligations under the Agreement</li> <li><input type="checkbox"/> The Importer may Process the Transferred Data for the purposes set out in:</li> </ul> <p>In both cases, any other purposes which are compatible with the purposes set out above.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The purposes will update automatically if the information is updated in the Linked Agreement referred to.</li> <li><input type="checkbox"/> The purposes will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3.</li> </ul>

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**Table 4: Security Requirements**

<b>Security of Transmission</b>	Personal data is transmitted by email from Northumbria email accounts only. Northumbria operates an Information Security policy. Northumbria systems operate virus protection and firewall. Northumbria sends emails to the Representative with a copy of an offer letter to a prospective student. Emails are encrypted or password protected.
<b>Security of Storage</b>	See Data Sharing Agreement Paragraph 2.
<b>Security of Processing</b>	See Data Sharing Agreement Paragraph 2.
<b>Organisational security measures</b>	See Data Sharing Agreement Paragraph 2.
<b>Technical security minimum requirements</b>	See Data Sharing Agreement Paragraph 2.
<b>Updates to the Security Requirements</b>	<input checked="" type="checkbox"/> The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to. <input type="checkbox"/> The Security Requirements will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under section <b>Error! Reference source not found..</b>

### Part 2: Extra Protection Clauses

<b>Extra Protection Clauses:</b>	
<b>(i) Extra technical security protections</b>	n/a
<b>(ii) Extra organisational protections</b>	n/a
<b>(iii) Extra contractual protections</b>	n/a

### Part 3: Commercial Clauses

<b>Commercial Clauses</b>	Commercial clauses are contained in the Agreement.
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