



University of Brighton



**UNIVERSITY
OF SUSSEX**

DATED 1 AUGUST 2020

DATA SHARING AGREEMENT

BETWEEN

**THE UNIVERSITY OF SUSSEX
(Data Controller)**

- AND -

**THE UNIVERSITY OF BRIGHTON
(Data Controller)**

THIS AGREEMENT is dated 1 August 2020 and is between the following parties:

- (1) The University of Sussex, Falmer, Brighton, BN1 9RH ('Sussex') and
- (2) The University of Brighton, Mithras House, Lewes Road, Brighton, BN2 4AT ('Brighton')

With each referred to as a 'Party' and together as the 'Parties'.

BACKGROUND

- (A) Both Sussex and Brighton are Higher Education institutes in England, whose purpose is to advance learning and knowledge by teaching and research to the benefit of the wider community.
- (B) This Agreement between the Parties reflects the arrangements in place to facilitate the sharing of Personal Data between Sussex and Brighton in relation to the Brighton and Sussex Medical School, with both Parties acting as Data Controllers. It is an update to the previous Data Sharing Agreement in place between the Parties dated 14 February 2019. The Brighton and Sussex Medical School is an equal partnership between the Universities of Sussex and Brighton, that works with NHS organisations, in the delivery of Undergraduate and Postgraduate courses, as well as research and training.
- (C) Each Party agrees to share and Process the Personal Data on the terms set out in this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

- 1.1.1 **"Appropriate Technical and Organisational Measures", "Data Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Process/Processing", "Special Categories of Personal Data" and "Supervisory Authority"** shall have the meanings given to them in the Data Protection Legislation.
- 1.1.2 **"Data Discloser"** is the Party transferring the Personal Data to the Data Receiver. Either Party may be the Data Discloser.
- 1.1.3 **"Data Protection Legislation"** means the General Data Protection Regulation (EU) 2016/679, the Data Protection Act 2018 and any legislation that amends, supersedes or replaces those, and any guidance or codes of

practice issued by the Information Commissioner or any other designated Supervisory Authority in the UK.

- 1.1.4 “**Data Receiver**” is the Party receiving the Personal Data from the Data Discloser. Either Party may be the Data Receiver.
- 1.1.5 “**Shared Personal Data**” means the Personal Data to be shared between the Parties under this Agreement, as detailed in Schedule 1.
- 1.1.6 “**Term**” means the duration of the Agreement, which shall be for as long as the Memorandum of Agreement relating to the Brighton and Sussex Medical School remains in place.

2. STATUS OF THE PARTIES

- 2.1 Save as set out in this Agreement, the Data Receiver is responsible for determining the purposes for which and manner in which it will process the Personal Data after receipt from the Data Discloser. Accordingly, the Data Receiver acknowledges that it will be acting as a Data Controller in respect of the Personal Data.
- 2.2 Each Party shall comply with their respective obligations under the Data Protection Legislation. Nothing within this Agreement shall be deemed to release the Universities of Sussex or Brighton of their responsibilities or liabilities under the Data Protection Legislation.

3. PURPOSE

- 3.1 This Agreement sets out the framework for the sharing of Personal Data between the Parties as Data Controllers and the obligations the Parties have to each other.
- 3.2 The Parties agree to only process Shared Personal Data, as set out in Schedule 1, for the purposes detailed in the Brighton and Sussex Medical School privacy notice, in the following areas:
 - a) Determining eligibility for admission to undergraduate and postgraduate courses;
 - b) Administration and confirmation of eligible Brighton and Sussex Medical School students for funding streams;
 - c) The delivery of undergraduate and postgraduate courses;
 - d) Alumni engagement;
 - e) Medical research;
 - f) The provision of the Academic Training programme; and
 - g) Compliance with legal and regulatory obligations.

The Parties shall not process the Shared Personal Data in a way that is incompatible with the purposes described in this clause (‘Agreed Purposes’).

- 3.3 Each Party shall appoint a single point of contact (‘SPoC’) who will work together to reach an agreement on any issues arising from the data sharing. The points of contact for each of the Parties are:

University of Sussex: Alexandra Elliott, Data Protection Officer, 01273 678472,
dpo@sussex.ac.uk

University of Brighton: Rachel Page, Data Protection Officer, 01273 642010,
dataprotection@brighton.ac.uk

4. SHARED PERSONAL DATA

- 4.1 The types of Personal Data to be shared between the Parties during the Term of this Agreement are listed in Schedule 1.
- 4.2 Each Party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with the Data Protection Legislation during the Term of this Agreement.
- 4.3 The Shared Personal Data must be adequate, relevant and limited to what is necessary for the Agreed Purposes and should not be excessive.
- 4.4 The Data Discloser shall ensure that the Shared Personal Data is accurate. If either Party becomes aware of inaccuracies in the Shared Personal Data, they will notify the other Party.

5. DATA SUBJECTS' RIGHTS

- 5.1 Data Subjects have the right to obtain certain information about the processing of their Personal Data under the Data Protection Legislation. The Brighton and Sussex Medical School Privacy Notice informs Data Subjects of the purposes for which their Personal Data will be processed and provides all of the information required under the Data Protection Legislation to ensure that the Data Subjects understand how their Personal Data will be processed by the Data Receiver under this agreement.
- 5.2 SPoCs are responsible for maintaining a record of any requests for information from Data Subjects and/or the exercise of rights by Data Subjects received by that SPoC's organisation, the decisions made and any information that was exchanged. Records should include copies of the request for information, details of the data accessed and shared and, where relevant, any communication relating to the request.
- 5.3 Unless otherwise agreed by the SPoCs, the University of Brighton shall be responsible for any Data Subject requests from students of the Brighton and Sussex Medical School and from Data Subjects who are part of the Academic Training Programme. The University of Sussex shall be responsible for any Data Subject requests from staff members, from graduates and from participants in medical research undertaken by the Brighton and Sussex Medical School.
- 5.4 The Parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with the exercise of rights by Data Subjects under the Data Protection Legislation and to respond to any other queries or complaints from Data Subjects or the Supervisory Authority.

6. DATA RETENTION AND DELETION

- 6.1 The Parties shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes.
- 6.2 The Data Receiver shall ensure that any Shared Personal Data are destroyed, or returned to the Data Discloser if requested, in the following circumstances:
 - 6.2.1 on termination of the Agreement;
 - 6.2.2 on expiry of the Term of the Agreement; or
 - 6.2.3 once processing of the Shared Personal Data is no longer necessary for the purposes for which they were originally shared, as set out in clause 3.2.
- 6.3 Following the deletion of Shared Personal Data in accordance with clause 6.2, the Data Receiver shall confirm to the Data Discloser that the Shared Personal Data has been deleted, if requested to do so.

7. TRANSFERS

- 7.1 Where Processing of the Shared Personal Data is to be carried out by a Data Processor, the Receiving Party shall ensure that appropriate arrangements are in place in the form of a contract or other legally binding act, to ensure that any processing meets the requirements of Data Protection Legislation and protects the rights of Data Subjects.
- 7.2 The Parties shall not disclose or transfer Shared Personal Data outside the European Economic Area without ensuring that adequate and equivalent protections are in place in accordance with the Data Protection Legislation.

8. SECURITY AND TRAINING

- 8.1 Having regard to the state of technological development and the cost of implementing such measures, the Parties shall have in place Appropriate Technical and Organisational Measures in order to:
 - 8.1.1 Prevent unauthorised or unlawful processing of the Shared Personal Data and the accidental loss or destruction of, or damage to, the Shared Personal Data;
 - 8.1.2 Ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Shared Personal Data to be protected.
- 8.2 It is the responsibility of each Party to ensure that its staff members are appropriately trained to handle and Process the Shared Personal Data in accordance with the Appropriate Technical and Organisational Measures and the Data Protection Legislation.

9. PERSONAL DATA BREACHES

- 9.1 As a Data Controller, each Party has in place its own procedures that must be followed in the event of a Personal Data Breach.
- 9.2 The Data Receiver shall notify the SPoC of the Data Discloser of any Personal Data Breach relating to the Shared Personal Data within 72 hours of becoming aware of the breach. The Data Receiver shall be responsible for notification to the Supervisory Authority and any Data Subject(s) in accordance with Data Protection Legislation.
- 9.3 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.

10. TERM AND TERMINATION

- 10.1 This Agreement shall commence on 1 June 2020 and shall expire on conclusion of the Term of the Agreement or if the Agreement is otherwise terminated by the Parties.
- 10.2 Either Party may terminate this Agreement by giving to the other Party not less than one month's written notice.
- 10.3 Either Party may terminate this Agreement immediately if the other Party commits a material breach of any term of this Agreement, or a persistent breach which is not remedied within 30 days of a written request to remedy the same.

11. RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE DATA PROTECTION AUTHORITY

- 11.1 In the event of a dispute or claim brought by a Data Subject or the relevant Supervisory Authority concerning the processing of Shared Personal Data against either or both Parties, the Parties will inform each other about any such disputes or claims as soon as practicable, and will cooperate with a view to settling them amicably in a timely fashion.
- 11.2 Each Party shall abide by a decision of a competent court of England and Wales or of the Supervisory Authority which is final and against which no further appeal is possible.

12. WARRANTIES AND INDEMNITIES

- 12.1 Each Party warrants that it has full and due authority to enter into this Agreement and that doing so will not cause it to be in breach of any other contract or order of any competent court or regulatory authority.

- 12.2 Each Party warrants that in carrying out its obligations under this Agreement it will not breach the Data Protection Legislation or do or omit to do anything that might cause the other Party to be in breach of the Data Protection Legislation.
- 12.3 The Data Receiver shall indemnify the other Party against any costs, claims, expenses (including reasonable legal costs), damages, liabilities, actions and proceedings brought against the other Party by any third party (including but not limited to the Data Subjects) arising out of a breach of Data Protection Legislation or a breach of this Agreement by the Data Receiver.

13. MISCELLANEOUS

- 13.1 This Agreement constitutes the entire understanding between the Parties with respect to the Shared Personal Data.
- 13.2 This Agreement may only be varied or amended with the written consent of both Parties.
- 13.3 If any part of this Agreement shall be deemed invalid or unenforceable by a competent court, the remainder of Agreement shall remain in force.
- 13.4 This Agreement is governed by and shall be construed in accordance with the laws of England and Wales.

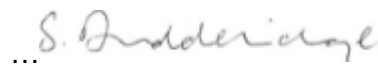
Signed by Dr Tim Westlake for and on behalf of the University of Sussex:



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Chief Operating Officer

Dated: 10 August 2020.....

Signed by Stephen Dudderidge for and on behalf of the University of Brighton:



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Registrar & Secretary

Dated: ...13 August 2020

Schedule 1 – Shared Personal Data

1. Data Subjects

This Agreement relates to the following Data Subjects:

- a) Undergraduate and Postgraduate applicants and students of the Brighton and Sussex Medical School;
- b) Graduates of the Brighton and Sussex Medical School;
- c) Staff of the Brighton and Sussex Medical School;
- d) Participants in medical research undertaken by the Brighton and Sussex Medical School; and
- e) Individuals taking part in the Academic Training Programme.

2. Personal Data

The Universities of Sussex and Brighton will share the following categories of Personal Data with each other as necessary:

- a) name;
- b) age;
- c) identification number;
- d) online identifier;
- e) gender identity;
- f) contact details;;
- g) information relating to the suitability of applicants
- h) information relating to the conduct of students or other issues that may be relevant to their continuing studies or fitness to practise;
- i) information relating to students and graduates, including information necessary for the purpose of the Graduate Outcomes Survey or for funding streams; and
- j) staff salary information (for example, for research bids)

The Universities of Sussex and Brighton will share the following Special Categories of Personal Data with each other as necessary:

- a) race and ethnic origin
- b) religious or philosophical belief
- c) trade union membership
- d) health data
- e) sex life or sexual orientation

The Universities of Sussex and Brighton will also share criminal offence and criminal convictions data with each other as necessary.