



University of Brighton

US

**UNIVERSITY
OF SUSSEX**

DATED 1 AUGUST 2020

DATA SHARING AGREEMENT

BETWEEN

THE UNIVERSITY OF SUSSEX - (Data Controller)

- AND -

THE UNIVERSITY OF BRIGHTON - (Data Processor)

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

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

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

BACKGROUND

- (A) Both the University of Sussex and the University of Brighton are Higher Education institutions in England, whose purpose is to advance learning and knowledge by teaching and research to the benefit of the wider community. The Brighton and Sussex Medical School is an equal partnership between the Parties that delivers Undergraduate and Postgraduate courses, as well as research and training.
- (B) The Parties have a separate data sharing agreement in place to facilitate the sharing of Personal Data between them in relation to the Brighton and Sussex Medical School, with the Parties acting as Data Controllers for different categories of Personal Data under that agreement. For the purpose of the Brighton and Sussex Medical School, the University of Sussex is the Data Controller in relation to research activities.
- (C) This Agreement between the Parties reflects the arrangements in place for the Processing of Personal Data connected to research activities, in particular, the storage of Personal Data. For the purpose of this Agreement, the University of Sussex is the Data Controller (hereinafter referred to as ‘Sussex’) and the University of Brighton is the Data Processor (hereinafter referred to as ‘Processor’). Each Party agrees to Process the Personal Data on the terms set out in this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

1.1 In this Agreement:

- 1.1.1 **“Appropriate Technical and Organisational Measures”, “Data Controller”, “Data Processor”, “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 **“Business Day”** means a day other than a Saturday, Sunday or public holiday in England.
- 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 “**Sub-Processor**” means another processor engaged by the Processor to carry out Processing activities on behalf of Sussex.

1.1.5 “**GDPR**” means the General Data Protection Regulation (EU) 2016/679

2. DATA PROCESSING

2.1 Sussex is the Data Controller and the Data Processor is the University of Brighton (‘Processor’) for the purpose of this Agreement and each Party shall comply with their respective obligations under the Data Protection Legislation. Nothing within this Agreement shall be deemed to release Sussex or the Processor of their responsibilities or liabilities under the Data Protection Legislation.

2.2 Annex A to this Agreement sets out the nature and purpose(s) of the Processing, the duration of the Processing, the types of Personal Data being Processed and the categories of Data Subjects.

2.3 The Processor agrees to Process the Personal Data only on the written instructions of the Controller and for the purpose(s) set out in Annex A, unless required to do so by law to which the Processor is subject. In such cases, the Processor shall inform Sussex of the legal requirement before Processing, unless the law prohibits such disclosure.

2.4 The Processor agrees to Process the Personal Data in accordance with Data Protection Legislation and, in particular, on the following conditions:

2.4.1 Sussex authorises the Processor to engage Sub-Processors, provided the same data protection obligations as set out in this Agreement shall be imposed on any Sub-Processor in the form of a contract or other legal agreement. In particular, the contract or agreement shall provide sufficient guarantees that the Sub-Processor will implement Appropriate Technical and Organisational Measures to meet the requirements of the Data Protection Legislation. Where the Sub-Processor fails to fulfil its data protection obligations, the Processor shall remain fully liable to Sussex for the performance of the Sub-Processor’s obligations. The Processor shall inform Sussex of any intended changes concerning the addition or replacement of Sub-Processors and shall give Sussex the opportunity to object to such changes.

2.4.2 The Processor shall not transfer the Personal Data outside of the European Economic Area without the prior written authorisation of Sussex to do so, and then shall only transfer the Personal Data on the basis that i) the country is recognised by the European Commission or, from 1 January 2021 by the UK Secretary of State, as providing adequate levels of data protection or ii)

European Commission or, from 1 January 2021, UK Secretary of State approved standard contractual clauses are put in place between Sussex and the Processor.

- 2.4.3 The Processor shall ensure that any employees or other persons authorised to access or Process the Personal Data are subject to a duty of confidentiality and have received appropriate data protection training.
- 2.4.4 The Processor agrees to assist Sussex in complying with its obligations under Articles 35 and 36 of the GDPR, taking into account the nature of the Processing and the information available to the Processor.
- 2.4.5 The Processor agrees to assist Sussex, by having Appropriate Technical and Organisational Measures in place taking into account the nature of the Processing, in responding to any requests from Data Subjects in relation to their rights as set out in Chapter III of the GDPR.
- 2.4.6 The Processor shall implement Appropriate Technical and Organisational Measures to ensure a level of security appropriate to the risk, as required by Article 32 of the GDPR, in particular to prevent the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data. The measures to be implemented by the Processor are set out in Annex B to this Agreement.
- 2.4.7 In the case of an actual or possible Personal Data Breach, the Processor will notify Sussex without delay and within one Business Day, of becoming aware of the breach, and shall provide all information necessary to enable Sussex to assess the likelihood of a risk to the rights and freedoms of the Data Subjects and the need to report the breach to the relevant Supervisory Authority.
- 2.4.8 The Processor shall, within a reasonable period and at the choice of Sussex, either delete or return all Personal Data to Sussex on termination of the Agreement, on expiry of the duration period of Processing, or once Processing of the Personal Data is no longer necessary for the purposes for which it was originally shared, as set out in Annex A. If Personal Data is returned to Sussex, the Processor shall delete all existing copies unless required to store the Personal Data by law.
- 2.4.9 The Processor shall make all necessary information available to Sussex to demonstrate its compliance with its obligations under this Agreement and shall allow for and contribute to audits, including inspections, conducted by Sussex or another auditor authorised by Sussex. In this regard, the Processor shall immediately inform Sussex if, in its opinion, an instruction infringes the Data Protection Legislation.

3. WARRANTIES AND INDEMNITIES

- 3.1 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.
- 3.2 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.
- 3.3 The Processor shall indemnify Sussex against any costs, claims, expenses (including reasonable legal costs), damages, liabilities, actions and proceedings brought against Sussex 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 Processor.

4. GENERAL

- 4.1 This Agreement constitutes the entire understanding between the Parties with respect to the Processing of Personal Data for the purposes set out in Annex A and supersedes any other agreements or clauses relating to Personal Data.
- 4.2 The Agreement shall commence on the date of its signature by authorised representatives of both Sussex and the Processor.
- 4.3 This Agreement shall end either on expiry of the duration period of the Processing as set out in Annex A, or following written notice of termination by Sussex to the Processor.
- 4.4 This Agreement may only be varied with the written consent of both Parties.
- 4.5 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:

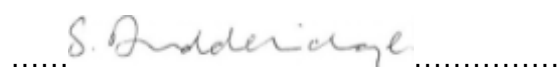


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Chief Operating Officer

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...

Annex A – Details of the Data Processing

1. Nature and purpose of the Processing

This Agreement relates to Personal Data associated with research activities undertaken by the Brighton and Sussex Medical School. The Processor is authorised to process Personal Data for the following purposes:

- a) the provision of IT software, networks, computation and online storage (including Cloud hosted provision) for the creation, analysis and storage of research related Personal Data;
- b) any associated Processing as necessary for a) above, such as the recording, structuring, storage, retrieval, erasure or destruction of such Personal Data.

2. The duration period

The Processor is authorised to Process Personal Data on behalf of the Controller for 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.

3. Categories of Personal Data

Sussex will share with the Processor any categories of Personal Data associated with the research activities of the Brighton and Sussex Medical School. Such Personal Data will include basic identifiers, contact details and other categories of Personal Data arising from the research, as well as Special Categories of Personal Data including health data, genetic data and biometric data.

Annex B – Technical and organisational measures

In accordance with paragraph 2.4.6 of this Agreement, the Processor shall implement technical and organisational measures to ensure a level of security appropriate to the risk: Those measures will be in accordance with the Processor's UoB Departmental Information Security Policy:



UoB Information Security Policy.pdf