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## Data Sharing (Incorporating Non-Disclosure) Agreement

### PARTIES

- (1) Charitable organisations, formerly constituted and registered in Scotland, England or Wales, and registered on the database of the Cranfield Trust (**Data Discloser**)
- (2) The Cranfield Trust, incorporated and registered in England and Wales with company number 02290789 whose registered office is at Cranfield University, Cranfield, Bedford, MK43 0AL (**Data Receiver**)

### BACKGROUND

- (A) The Data Discloser agrees to share the Personal Data or Confidential Data with the Data Receiver in the UK on terms set out in the Agreement in order for the Data Receiver to provide services to the Data Discloser.
- (B) The Data Receiver agrees to use the Personal Data or Confidential Data within the UK on the terms set out in this Agreement.
- (C) This is a free-standing Agreement that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

### DEFINITIONS


**Agreed Purposes:** [the provision of management support and other services by the Data Receiver to the Data Discloser].

**Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures:** as set out in the UK Data Protection Legislation in force at the time.

**UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

**Data Protection Legislation:** the UK Data Protection Legislation and any European Union legislation relating to personal data 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).

**Permitted Recipients:** the parties to this agreement, the employees and volunteers of the Data Receiver, third party service providers engaged by the Data Receiver and any third parties engaged to perform obligations in connection with this agreement.

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## Data Sharing (Incorporating Non-Disclosure) Agreement

**Shared Personal Data:** the personal data to be shared between the parties under clause 1.1 of this agreement. Shared Personal Data shall include the following categories of information relevant to the following categories of data subject:

- a) Employees, trustees, directors, consultants, customers, contractors, shareholders, workers, volunteers and service users of the Data Discloser;
- b) Employment details, contact details (including email, phone number, physical address), details of employment matters, including but not limited to information on grievances and disciplinary matters, sickness, absences, maternity and paternity, contractual terms, pay and remuneration, roles and organizational structure.

**Shared Confidential Data:** the confidential data to be shared between the parties under clause 1.1 of this agreement. Shared Confidential data shall include the following categories of information that whilst not directly linked to identifiable data subjects, may be sensitive in revealing the identity or nature of business of the Data Discloser:

- a) Business plans, proposals, financial information, contracts, forms, charts, diagrams, organizational structures, templates, policies, scenarios.

**Data Excepted from this agreement:** The undertakings in clauses 1.3 and 1.4 apply to all shared Personal and Confidential Data disclosed by the parties, regardless of the way or form in which it is disclosed or recorded, but they do not apply to:


- a) any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or
- b) any information which is already known to the Data Discloser and which was not subject to any obligation of confidence before it was disclosed to the Data Receiver by the other party.

Nothing in this Agreement will prevent the Data Receiver from making any disclosure of the Confidential Information required by law or by any competent authority.

### 1. DATA PROTECTION

1.1 **Shared Data.** This clause sets out the framework for the sharing of personal or confidential data between the parties as controllers. Each party acknowledges that the Data Discloser will regularly disclose to the Data Receiver Shared Personal Data for the Agreed Purposes.

1.2 **Effect of non-compliance with UK Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the UK Data Protection Legislation, and any material breach of the UK Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

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## Data Sharing (Incorporating Non-Disclosure) Agreement

### 1.3 Particular obligations relating to data sharing. The Data Discloser shall:

- (a) Ensure that it has a lawful basis for the collection and processing of the Shared Personal Data or Shared Confidential Data, including the transfer to the Data Receiver;
- (b) prior to the transfer of the Shared Personal Data, carry out a data protection impact assessment if required by the UK Data Protection Legislation;
- (c) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data or Shared Confidential Data to the Permitted Recipients and use for the Agreed Purposes;
- (d) give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing as required by Data Protection Legislation;
- (e) provide the Shared Personal Data to the Data Receiver by using secure methods; and
- (f) keep the Shared Personal Data accurate and up to date.

### 1.4 Particular obligations of the Data Receiver. The Data Receiver shall:

- (a) process the Shared Personal Data only for the Agreed Purposes;
- (b) not disclose or allow access to the Shared Personal Data or Shared Confidential Data to anyone other than the Permitted Recipients, unless required by applicable law or on the instruction of the Data Discloser or the relevant data subject;
- (c) ensure that all Permitted Recipients are subject to written contractual obligations concerning data protection (including obligations of confidentiality);
- (d) 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, save that the Data Discloser acknowledges that some of the Permitted Recipients are volunteers who provide services to the Data Receiver using their own equipment;
- (e) at the written direction of the Data Discloser, delete or return Shared Personal Data or Shared Confidential Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data; and
- (f) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
  - (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and

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

1.5 **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation. In particular, each party shall:


- (a) on request, consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any data subject access request relevant to the Shared Personal Data;
- (c) provide the other party with reasonable assistance in complying with any data subject access request relevant to the Shared Personal Data;
- (d) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the other party without undue delay on becoming aware of any personal data breach relevant to the Shared Personal Data unless such personal data breach is not likely to give rise to a risk to the rights and freedoms of data subjects;
- (f) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the UK Data Protection Legislation.

## 2. Miscellaneous

2.1 Neither this Agreement nor the supply of any information grants the Data Receiver any licence, interest or right in respect of any intellectual property rights of the other party except the right to copy the Shared Personal or Confidential Data disclosed by the other party solely for the Agreed Purposes.


2.2 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

2.3 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

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## Data Sharing (Incorporating Non-Disclosure) Agreement

- 2.4 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.
- 2.5 Any notice given to a party under or in connection with this agreement shall be in writing, addressed to the registered contact of both parties and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - (b) sent by email to the registered contact of both parties.
- 2.6 Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
  - (b) 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 and
  - (c) if sent by email, at the time of transmission, or if this time falls outside business hours in the place of receipt, when business hours resume (meaning 9:00 am to 5:00 pm Monday to Friday on a day that is not a public holiday in the place of receipt).
- 2.7 This clause 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
- 2.8 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.
- 2.9 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.
- 2.10 This agreement has been entered into on the date the Data Receiver approves the Data Discloser's application for support.
- ### 3. Termination
- 3.1 Either party may terminate this agreement by notifying the other party in writing not less than 30 days prior to the date of termination of this agreement.

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## APPENDIX 1

Flow of Data in relation to Management Consultancy Assignments

