



Data Sharing Agreement

THIS DATA SHARING AGREEMENT is made on 24th June 2020

PARTIES:

1. **Bolder Academy Trust Ltd** [Company No: 08932893 Registered Office: 390 London Road, Isleworth, London TW7 5AJ. Tel: 0203 963 0806] and
2. **The Green School Trust**, Busch Corner.

Each referred to as a “Party” and together as “Parties”

BACKGROUND

- A. The current Agreement between Bolder Academy and The Green School reflects the arrangements they have agreed to facilitate the sharing of Personal Data relating to students; staff; contractors (the Shared Personal Data) between the Parties acting as Data Controllers.
- B. “Personal Data” and “Special Category Data” have the meaning given in applicable Data Protection Laws from time to time
- C. The Agreement explains the purposes for which the Shared Personal Data may be used, procedures for sharing, organisational and technical measures, potential breach mitigation and reporting.
- D. The Agreement will be reviewed annually to ensure the sharing of personal data remains valid in terms of satisfying the achievement of the Permitted Purpose and assessing compliance with the terms of this Agreement and data protection laws.
- E. Bolder Academy agrees to share the Personal Data with TGST on the terms set out in this Agreement and TGST agrees to use the Personal Data according to the terms of this Agreement.
- F. The Personal Data shared in this Agreement is to be shared systematically.
- G. Both parties completed a privacy impact assessment in relation to the planned Shared Personal Data under this Agreement.

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THE PARTIES AGREE:

1. Term

- 1.1 This Agreement will start on the 1st September 2020 and will expire on the 31st August 2021.

With the exception of termination in cases where:

- a) The periodic review finds that the data sharing does not accomplish the objectives or
- b) The periodic review finds that the purpose of the data sharing has been satisfied and data no longer needs to be shared.

2. Basis for Data Sharing

- 2.1 Both Parties shall share and process the Shared Personal Data according to the terms of this Agreement and on the following legal grounds:
- a) Processing and sharing is necessary for the legitimate interests pursued by the Parties to protect students staff and visitors against harm to their person and/ or property.
- 2.2 Each Party shall ensure that it processes Shared Personal Data on the basis of the legal grounds as set out in clause 2.1 above.
- 2.3 Where Special Category Data is shared, this will be based on the legal basis described at clause 2.1.
- 2.4 Both Parties shall ensure their privacy notices are clear and provide sufficient information to data subjects in order for them to understand which of their Personal Data the Parties are sharing, the circumstances in which it will be shared, the purposes for data sharing and the type of organisations the Personal Data will be shared with (or the name of the organisation the data is to be shared with).
- 2.5 The Receiving Party shall comply with all data protection laws in connection with the processing of Shared Personal Data and performance of its obligations under this Agreement and refrain

from causing any breach by way of an act or omission to neither the Disclosing Party nor the data subject.

3. The Purpose

- 3.1 The Agreement sets out the framework for sharing of Personal Data between Parties and defines the principles and procedures the Parties shall follow as well as reciprocal responsibilities of the Parties.
- 3.2 The Green School Trust is a multi-academy Church of England Trust which runs two secondary schools: The Green School for Girls and The Green School for Boys, plus a co-educational Sixth Form.
- 3.3 The Green School Trust requires access to CCTV footage to ensure the safeguarding of students staff and visitors and ensure they are protected against harm to their person and/ or property.
- 3.4 The sharing of Personal Data is necessary to support the following Permitted Purposes of both Parties:
 - i) To support the efficient and effective management of the Academy, to protect students staff and visitors against harm to their person and/ or property, to increase a sense of personal safety and reduce fear of crime, to protect the Academy buildings and assets, to support the police in preventing and detecting crime, to assist in identifying, apprehending and prosecuting offenders, to assist in establishing cause of accidents and other adverse incidents and prevent reoccurrence.
- 3.5 The Parties shall not process the Shared Personal Data in a way that is incompatible with the Permitted Purposes.
- 3.6 The Disclosing Party does not take any responsibility for obtaining consent for marketing communications. The Receiving Party is responsible for ensuring that all uses of the Shared Personal Data are:

- a) in accordance with the present Agreement and
- b) in compliance with all applicable, up to date data protection and privacy laws/regulations.

4. Data Sharing Objectives

The Parties have determined the following objectives of sharing the Personal Data for the “Permitted Purpose”:

Bolder Academy will have shared occupancy of The Green School Sixth Form block for the Academic year 2020-2021. Due to the overlap of CCTV it is not practicable to split the CCTV system. It is therefore necessary for Bolder Academy to be allowed to view live CCTV footage of the areas being occupied. Both parties need to be able to live view the CCTV as it is part of the access control and safeguarding.

5. Benefits of Data Sharing

The Parties identified the following benefits to be derived by data subjects and/or society from the sharing process of data:

Both parties will be able to view live CCTV footage to support access control, site security and the safeguarding of students, staff and visitors to the site without having to install a second system or split the current CCTV system which would be impractical and costly to implement in the circumstances.

6. Fair and Transparent Processing

- 6.1 Each Party shall ensure their privacy notices comply with the data protection laws and provide enough information to enable fair processing of the Shared Personal Data. The notices will include:
 - a) An explanation that the Disclosing Party will share Personal Data with either the Receiving Party or the type of organisation classified in the same category with the Receiving Party;
 - b) The circumstances in which the data shall be shared;
 - c) The Permitted Purpose of sharing;

- d) The legal basis on which the Shared Personal Data will be processed by the Receiving Party and
- e) Any other information relevant to the specific circumstances in which the Shared Personal Data is to be shared under the Agreement.

6.2 The Disclosing Party shall ensure that prior to sharing the Personal Data:

- a) The relevant data has been collected and processed in accordance with data protection laws; and
- b) All appropriate privacy notices have been made available to all relevant data subjects as necessary to permit the sharing for the Permitted Purpose.

7. Shared Personal Data

7.1 For the purposes of this Agreement, the following types of Personal Data may be shared between Parties:

Daily 24 hour CCTV digital recordings/ footage.

7.2 Description of Categories of Data Subjects whose information is to be shared:

Staff, students and visitors to Bolder Academy and associated parties.

8. Compliance With Data Protection Laws and Registration Details

8.1 Each Party must ensure compliance with all applicable national data protection laws at all times during the term of this Agreement.

9. Contact Information

9.1 The Contact details for each party is:

- a) Disclosing Party's Contact: Kate Biant (Business Manager)
KBiant@bolderacademy.co.uk
- b) Receiving Party's Contact: [please add contact details]

10. Privacy Concerns/ Risk Assessment and Mitigating Procedure

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10.1 Each party conducted a data protection impact assessment dated June 2020 in respect of the sharing arrangements set out in this agreement.

10.2 The Parties have identified the following risks may arise from sharing the Personal Data:

Loss of data, safeguarding issues

10.3 Taking into account the risks identified by the parties and the context of the processing under this Agreement, the parties have agreed to implement the following measures, in order to mitigate the risks:

Loss of Data: Data Protection, Breach and Security Policies in place, ICO guidelines, LDBS guidance, transparent culture, DPO reports to the Headteacher and Governors

Safeguarding issues: Data Protection, Breach and Security Policies, CCTV and Safeguarding policies in place, ICO guidelines, LDBS guidance, transparent culture, DPO reports go to Headteacher and Governors

11. Further Data Transfers

11.1 The Receiving Party shall not transfer any of the Shared Personal Data with any other organisation, whether in the UK, Europe nor outside of the EEA area without the Disclosing Party's prior written consent.

12. Data Security

12.1 When sharing and managing the Shared Personal Data, both Parties shall implement and use appropriate technical and organisational measures to ensure a level of security appropriate to the risk posed to the Shared Personal Data.

12.2 In assessing the appropriate level of security the parties undertake to take into account the risks presented by processing in the manner anticipated by this Agreement, in particular from accidental or unlawful destruction, loss

alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed.

- 12.3 The Receiving Party shall ensure each member of staff completes appropriate training prior to handling any Personal Data and shall maintain written records of such training.
- 12.4 All Shared Personal Data shall be kept by the Receiving Party securely and shall use all reasonable security practices and systems applicable to the use of the Personal Data in order to prevent and take prompt and remedial action against any unauthorised action, modification, reproduction and distribution of the Shared Personal Data.

13. Data Capture and Accuracy

- 13.1 Both Parties shall use the following data capture methods, in order to ensure compatibility of systems and ensure the transferred data does not become corrupted and remains accurate:

Electronic Files.

- 13.2 The Disclosing Party shall provide the Shared Personal Data in the following format:

Electronic Files.

- 13.3 Both Parties shall keep the Shared Personal Data up to date and shall inform the other party as soon as practicable of any inaccuracies.
- 13.4 Each Party shall conduct periodic tests to test a sample of the Shared Data to test accuracy. The test will be conducted at least once a year for the duration of this Agreement.
- 13.5 In cases where the Agreement has been extended, the test will be conducted minimum once per year.

14. Security Management

- 14.1 The Disclosing Party shall ensure the Shared Personal Data is transferred to the Receiving Party using the following security measures:
 - 14.1.1 Access to the CCTV system will be password protected.
 - 14.1.2 Access to the CCTV system will be controlled by the Executive/ School leadership team and managed by Facilities Management.
 - 14.1.3 Where wireless communication takes place between the cameras and a receiver signals shall be encrypted to prevent interception.
 - 14.1.4 Recorded images will only be kept for 31 days or if by necessity longer than this (where an investigation or legal action requires it) for no more than 2 months.

15. Training and Access Management

- 15.1 The Receiving Party shall only permit access to the Shared Personal Data by such staff as the Executive/ School Leadership team, Facilities/ Site Staff and Administrative staff, the emergency services or specialist agencies involved with incident investigations.
- 15.2 The Receiving Party shall ensure all Staff completes training prior to handling of the Shared Personal Data. The training received shall be proportionate with the level of responsibility in handling the Shared Personal Data.
- 15.3 All training shall be recorded and refreshed as required by data protection legislation and regulations.

16. Personal Data Breaches and Reporting

- 16.1 Where a "Data Breach" (which is given the meaning as set out in the General Data Protection Regulation) related to the Shared Personal Data occurs and the data becomes breached by the Receiving Party, the Receiving Party undertakes to:
 - 16.1.1. Notify the Disclosing Party as soon as the breach has been discovered and by no later than 24 hours after discovery of the breach;

16.1.2. Provide the Disclosing Party without delay (and by no later than 24 hours after breach discovery) with the details required by the Disclosing Party. The details should include:

- a) The nature of the breach, including the categories and numbers of data subjects and shared records concerned;
- b) Investigations into the breach and any conclusions of investigations;
- c) Likely consequences of the breach;
- d) Measures taken or recommendations to address the breach and mitigate its adverse effects.

16.1.3. In cases where the Receiving Party cannot provide the details described at clause 16.1.2, it shall provide the Disclosing Party with reasons for the delay and a timeframe for providing the details as well as regular updates.

- 16.2 Both Parties shall confer and agree to notify the data subjects and the ICO of the breach as soon as it becomes clear that there is a necessity to do so and in compliance with the prescribed 72 hours requirement.
- 16.3 In cases where a complaint and/or a claim is brought by a data subject or data protection authority relating to the Shared Personal Data, the Parties will inform each other about any disputes/claims and will cooperate and seek to resolve the issue amicably in a timely fashion.
- 16.4 In cases where a breach has been found by the relevant authority/court, the data subject can only enforce his/her rights against the party who is responsible for the relevant breach.

17. Retention and Deletion Policies for Shared Personal Data

- 17.1 All electronically held Shared Personal Data shall be stored in a secure network area with password protected entry and appropriate backup functionality.

- 17.2 All laptops, computers and other portable devices used to access the Shared Personal Data shall be encrypted.
- 17.3 Each Party shall safely dispose of printed records by using a cross shredder.
- 17.4 The Receiving Party shall not retain and process the Shared Personal Data for any longer than necessary to carry out the Permitted Purpose.
- 17.5 Notwithstanding clause 17.1, The Parties shall continue retention of the Shared Personal Data in accordance with any statutory or professional retention periods applicable in their industry.
- 17.6 The Receiving Party shall return/destroy (as advised by the Disclosing Party) the Shared Personal Data in the following cases:
 - a) On termination of the present Agreement; or
 - b) Once processing of the Shared Personal Data is no longer necessary (either because the purpose has been completed or the data sharing has not and is unlikely to satisfy the purpose).

18. Dealing with Individual rights and Subject Access Requests (SARs)

- 18.1 Both Parties shall maintain records of SARs, the decision made and any information relevant to the request.
- 18.2 Both Parties agree that the compliance responsibility with SARs falls on the Party receiving the request in respect of the Personal Data held.
- 18.3 Each Party shall comply with the SARs according to the procedures and timelines prescribed at the time of the request.

19. Warranties

- 19.1 Each Party undertakes that it will process the Shared Personal Data in compliance with all applicable laws, enactments,

regulations and statutory declarations enacted contemporaneously.

- 19.2 Each Party will comply with all enquiries from the ICO and any Subject Access Requests according to the laws and regulations related to data protection of the Shared Personal Data.
- 19.3 Both Parties will maintain registration with ICO to process all Shared Personal Data for the Permitted Purpose.
- 19.4 The Receiving Party shall indemnify the Disclosing Party against all liabilities, losses, damages, costs or expenses and all other reasonable professional fees suffered by the Disclosing Party arising out of any claim made against it in relation to any breach by the Receiving Party of any data protection laws/regulations and obligations under this Agreement.

20. Entire Agreement

The Parties agree that this Agreement constitutes the entire agreement between them and supersedes all previous documents or arrangements between them.

21. Severance

If any provision of this Agreement is found by any court of competent authority to be invalid or unenforceable, the remainder of the Agreement remains enforceable, valid and unaffected.

22. Third Parties

Only Parties to this Agreement shall have any rights to enforce any of the provisions of this Agreement.

23. Governing Law

This Agreement and any claim arising out of it or in connection with it will be governed by and construed in accordance with the laws of England and Wales.



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