Parkside High
Data Sharing Agreement

Author(s) of Policy	Michelle Roberts - Safegaurding Lead/Operations Manager Liam Parker - Founder
Reviewed:	June 2024
Review Date:	June 2025

PARKSIDE HIGH CIC DATA SHARING AGREEMENT

Agreement Date:	
Between "The Supplier":	Parkside High CIC
and "The Client":	

The agreement is as follows:

Background

A. The Supplier and Client works with participants who engage in its activities (the "Participants").
B. To fulfil its obligations to its funders and for its own purposes the Client and Supplier needs to collect and process personal data relating to the Participants.
C. The parties acknowledge that the General Data Protection Regulation ("the GDPR") need not be a barrier to sharing information but provides a framework to ensure that personal data is shared appropriately.
D. The Supplier and the Client wish to ensure that their sharing of personal data complies with the GDPR and is consistent with good practice as articulated by the ICO and other relevant bodies.
E. This agreement sets out the terms on which personal data relating to the Participants is shared between the Client and the Supplier.

1. Definitions

The following terms shall have the following meanings:

Term	Meaning
"data controller" "data processor" "data subject" "personal data" "process/processing" "sensitive personal data"	Each has the same meaning given to it in the Data Protection Act;
"Intellectual Property Rights"	All patents, copyrights, database rights, design rights, trademarks, service marks, trade secrets, know-how and other intellectual property rights (whether registered or unregistered) and all applications of the same.
"Legislation"	The Data Protection Act and any other legislation applicable to the processing of data in the UK.
"Shared Data"	The personal data (described in Annex A) relating to the Participants which is transferred by the Client to the Supplier and by the Supplier to the Client for use in accordance with the terms of this agreement.
"Working Days"	Monday to Saturday inclusive.

2. Objective of data sharing

2.1. The overall objective of the parties sharing the Shared Data is to benefit the Participants by:

2.1.1 enabling the Client and Supplier to deliver and develop its sporting activities effectively; and

2.1.2 by ensuring that any information the Client / Supplier collects which is relevant to the Participant's learning and their health and wellbeing is shared with the Client / Supplier.

3. Personal data to be shared

This agreement relates to the categories of personal data relating to the Participants set out in Annex A, which are shared between the parties.

4. Purpose of data sharing

Shared Data may be shared between the parties for a variety of purposes, including in particular those purposes set out at Annex A.

5. Legal basis for sharing personal data

5.1. The use of the Shared Data by the Supplier and the Client is likely to fall within the "legitimate interests" condition under Article 6, of the GDPR.

5.2. Explicit consent will be obtained from the Participants or their parents or guardians (as appropriate) to the processing of any sensitive personal data relating to the Participants . This consent 1 will be obtained by either the Client or the Supplier, as agreed between the parties. Where consent is to be used as the basis for processing any Shared Data, each party will notify the other if any of the Participants, or his or her parent or guardian as appropriate, withholds or retracts this consent.

5.3. The parties will implement appropriate security measures to protect any Shared Data.

5.4. The Client and the Supplier acknowledge that they are data controllers in common of the Shared Data, and accordingly are both responsible for complying with the Data Protection Act in respect of their own use of the Shared Data.

6. Transfer of Data

6.1. The Client agrees to transfer, at the Supplier's request, personal data falling within the categories set out in clause 0 to the Supplier for use for the purposes set out in clause 4 and in such format as is reasonably requested by the Supplier.

6.2. The Supplier agrees to transfer, at the Client's request, personal data falling within the categories set out in clause 0 to the Client for use for the purposes set out in clause 4 when appropriate and in such format as is reasonably requested by the Client.

6.3. Each party shall address any requests to receive Shared Data to the other party's staff member

who is specified under clause 17.1 below in the first instance. The specified staff member shall provide the requested personal data, or a written explanation of why it considers it cannot provide the requested personal data, to the other party within 7 days.

7. Obligations of the Supplier

7.1. The Supplier confirms that:

7.1.1. it will comply with the Legislation in relation to the Shared Data and any personal data it collects directly from the Participants or their parents or guardians;

7.1.2. in relation to the Shared Data it is not aware of any actions it has taken or omissions it has made which could result in the Client breaching the Legislation;

7.1.3. it has in place appropriate technical and organisational measures to protect any Shared Data to which it is given access in accordance with this agreement against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the personal data to be protected, and will comply with the security measures set out in Annex B;

7.1.4. it will have procedures in place so that any person it authorises to have access to the Shared Data, will respect and maintain the confidentiality and security of that personal data and (where the recipient is a data processor) shall be obliged to process it only instructions from the Supplier;

7.1.5. it has the legal authority to give the undertakings set out in this agreement.

8. Obligations of the Client

8.1. The Client confirms that:

8.1.1. In relation to the Shared Data it provides to the Supplier, it has complied with the Legislation and is not aware of any actions it has taken or omissions it has made which could result in the Supplier breaching the Legislation;

8.1.2. In relation to the Shared Data it receives from the Supplier, it will comply with the Legislation;

8.1.3. It has the legal authority to give warranties and fulfil the undertakings set out in this agreement.

9. Liability and Third-Party Rights

Each party shall be liable to the other for damages or costs of losses incurred by the other party where such cost, loss or damages are caused by its actions or omissions. Liability as between the parties is limited to actual damage suffered.

10. Intellectual property rights

10.1. To the extent that either party has any Intellectual Property Rights in the Shared Data which it provides to the other party, the owner of such rights grants the other party a non-exclusive licence, including the right to sub-license, to use such Intellectual Property Rights in the course of carrying out the activities as set out in this agreement, including by recording the Shared Data on the Upshot System. For the avoidance of doubt, the licence granted under this clause shall continue following termination of this agreement.

11. Termination

11.1. If either the Client or the Supplier believes that the other party is in breach of this agreement, the Client and the Supplier shall, where possible, co-operate and try to resolve the issue.

11.2. However, if either the Client or the Supplier commits a repeated or material breach of this agreement, then the other party may restrict them from accessing or using the Shared Data which that other party has provided and may decline to provide any further Shared Data. In the event that:

11.2.1. Either party's access to the Shared Data has been suspended for longer than one month pursuant to Clause 11.2;

11.2.2. Either party is in material or persistent breach of any warranties or undertakings given by it under this agreement; or

11.2.3. A petition is presented for the administration or winding up of either party, which is not dismissed within the applicable period for such dismissal under the applicable law; a winding up order is made; or a receiver is appointed over any of its assets;

Then the other party, without prejudice to any other rights which it may have, shall be entitled to terminate this agreement with immediate effect.

11.3. Either party may terminate this agreement by giving six weeks' notice in writing to the other party.

12. Consequences of Termination

In the event of termination of this agreement for any of the reasons described in Clause 10.1 above, the parties shall immediately cease sharing the Shared Data between them, but may continue to use any Shared Data which they have already received by the date of termination, which use shall remain subject to this agreement.

13. Subject Access Requests and disputes with individuals or the Information Commissioner

13.1. In the event that either party is contacted by an individual to request personal data relating to that individual, that party shall only be responsible for disclosing personal data in relation to which it is the data controller. The parties shall take such steps as are reasonably required to ensure that effect is given to the individual's rights under GDPR.

13.2. In the event of a dispute or claim brought by an individual or the Information Commissioner concerning the processing of the Shared Data against either or both of the parties, the parties will promptly inform each other about any such disputes or claims (to the extent that they are legally permitted to do so) and will co-operate with a view to settling them amicably in a timely fashion.

14. Retention of Personal Data

14.1. The Client and the Supplier warrant that they will not retain the Shared Data for any longer than is necessary and that they have in place a written policy for retention and disposal of information.

15. Information Quality

15.1. The Client and the Supplier each warrant that the Shared Data which it is sharing with the other party is to the best of its knowledge complete, accurate and is as up to date as required for the purposes for which it is being shared. Where appropriate, the parties will work together to ensure that the information is recorded in a manner which will facilitate sharing between them and avoid any corruption of Shared Data (for example, they may agree to provide dates of birth to each other in the format DD/MM/YYYY).

15.2. If either party becomes aware of any inaccuracies in, or updates to, the Shared Data, it shall notify the other party of such details promptly.

16. Review of Data Sharing Agreement

This data sharing agreement may be reviewed by the Client and the Supplier at any time at the reasonable request of either party.

17. Notices

17.1. Any communication required in connection with this agreement shall be in writing and shall be delivered by hand or sent by email, pre-paid first-class post or other next working day delivery services, to the address or email address specified below.

17.1.1. Supplier: Parkside High CIC

17.1.1.1. Address: The POD 17 Summerfields Way South, Ilkeston, Derbyshire DE7 9JJ

17.1.1.2. For the attention of: Michelle Roberts

17.1.1.3 Email Address: Michelle@parksidehigh.co.uk

Enter Client information:

17.1.2. Client:

17.1.2.1. Client address:

17.1.2.2. For the attention of:

17.1.2.3 Client email address:

17.3. Any personally delivered or e-mailed notice shall be deemed received on the day it was delivered or sent if it was delivered or sent on a Working Day before 5.00pm and otherwise on the next Working Day. Any notice sent by pre-paid first-class post or other next working day delivery service shall be deemed to have been received at 9:00am on the second Working Day after posting or at the time recorded by the delivery service.

18. Conflict between agreements

In the event that there is a conflict between the provisions of this agreement and the provisions of any other agreement which the parties have entered into with each other, the provisions of this agreement shall prevail.

19. Declaration

No amendments or variations to this Agreement will be effective unless communicated in writing or amended within this document and signed by both parties.

Signed for and on behalf of the Client by:

Name:	
Signature:	
Position:	
Date:	

Signed for and on behalf of the Supplier by:

Name:	**Michelle Roberts**
Signature:	
Position:	**Operations Manager/Safeguarding Lead**
Date:	

ANNEX A
SHARED DATA

1. Data which is shared between the Supplier and the Client:

1. Name;

2. Address of Participant;

3. Date of birth

4. Gender;

5. Ethnicity

6. Information about any relevant medical conditions and/or disabilities;

7. Any other information which would be useful and relevant to the Supplier's work with the Participants, such as information about challenging behaviour issues or past performance by one or more of the Participants in similar activities;

8. Attendance;

9. Information about the Participant's performance/behaviour;

10. Information about any accidents suffered by the Participants on the premises of the Client.

11. Appropriate information about the medical conditions of the Participants.

PARKSIDE HIGH CIC DATA SHARING AGREEMENT

PURPOSE OF DATA SHARING

1. The Client may share the Shared Data with the Supplier:

1.1. To help the Supplier deliver its activities (for example, making attendance lists and ensuring that the Participants are placed in appropriate groups when participating in the Supplier activities);

1.2. To allow the Supplier to track the progress of the Participants during their time with the Supplier.

1.3. To enable the Supplier to prepare case studies and testimonials of the work carried out by the Supplier for funders and other interested third parties;

1.4. To enable the Supplier to contact the Participants about the activities run by the Supplier, where appropriate (for example, to inform them of postponements of activities due to bad weather or change of venue).

1.5. In the case of information about medical conditions relating to the Participants, to ensure that the Supplier can provide appropriate care and support to the Participants;

1.6. To assist the Supplier to respond to queries from parents and carers of the Participants;

1.7. To enable the Supplier to deal with complaints;

1.8. To comply with statutory and regulatory obligations, or deal with any legal claims.

2. The Supplier may share the Shared Data with the Client:

2.1. To inform the Client of the performance/behaviour of Participants;

2.2. To provide the Client with reports on any accidents that are suffered by the Participants on the premises of the Client;

2.3. To update the Client on any information relating to the medical conditions of the Participants.

ANNEX B
SECURITY MEASURES

1. The Supplier shall:

1.1. Have in place and comply with a security policy which:

1.2. Defines security needs based on a risk assessment;

1.3. Allocates responsibility for implementing the policy to a specific individual or members of staff;

1.4. Is provided to the Client on request;

1.5. Is disseminated to all relevant staff; and

1.6. Provides a mechanism for feedback and review.

2. Ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the personal data in accordance with best industry practice;

3. Prevent unauthorised access to the personal data;

4. Ensure its storage of personal data conforms with industry practice such that the media on which personal data are recorded (including paper records and records stored electronically) are stored in secure locations and access by personnel to personal data is strictly monitored and controlled;

5. Have secure methods in place for the transfer of personal data whether in physical form (for instance,by using couriers rather than post) or electronic form (for instance, by using encryption);

6. Put password protection on computer systems on which personal data is stored and ensure that only authorised personnel are given details of the password;

7. Ensure that all individuals who have access to the personal data are trained on how to comply with the Legislation;

8. Have in place methods for detecting and dealing with breaches of security including the ability to identify which individuals have worked with specific personal data and having a proper procedure in place for investigating and remedying breaches of the Data Protection Principles contained in the Legislation;

9. Have a secure procedure for backing up and storing back-ups separately from originals;

10. Have a secure method of disposal for unwanted personal data including back-ups, disks and print outs and redundant equipment;

11. Take such additional security measures as are necessary to protect sensitive personal data.