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**Personal Data Sharing Agreement**

**Parties**

1. **YORK ST JOHN UNIVERSITY** of Lord Mayor's Walk, York, YO31 7EX; and
2. **SCHOOL/COLLEGE** of Address

**Background**

**(a)** The parties are members of a partnership known as Inspiring Choices which was set up to support the government’s social mobility goals to rapidly increase the number of young people from underrepresented groups going into higher education. York St John University is the Lead Institution for the Inspiring Choices partnership.

**(b)** This agreement governs all sharing of personal data between the parties in relation to the collaborative outreach activities of Inspiring Choices and in connection with any Contractual Arrangements.

**Agreed Terms**

1. **Definitions and interpretation**

The following definitions and rules of interpretation apply to this agreement.

* 1. Definitions:

**Agreed Purposes**: the performance by each party of its obligations under the Contractual Arrangements and of collaborative outreach activities as part of Inspiring Choices.

**Commencement Date**: the date on which this agreement has been signed by both parties.

**Contractual Arrangements**: all contracts entered into between the parties at any time (whether before or after the commencement of this agreement) excepting any contract that is expressly agreed in writing by the parties not to be subject to this agreement.

**controller, processor, data subject, personal data, personal data breach, processing** and **appropriate technical and organisational measures**: the meanings defined in the Data Protection Legislation in force at the time.

**Data Discloser**: a party that discloses Shared Personal Data to the other party.

**Data Protection Legislation** means the Data Protection Act 2018, the GDPR, the Privacy and Electronic Communications Regulations 2003 and all other applicable data protection and privacy legislation in force from time to time in the UK.

**GDPR** meansthe UK General Data Protection Regulation (UK GDPR).

**Permitted Recipients**: the parties to this agreement, the employees of each party and any third parties engaged to perform obligations in connection with this agreement.

**Shared Personal Data**: the personal data to be shared between the parties under clause 2.1 of this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

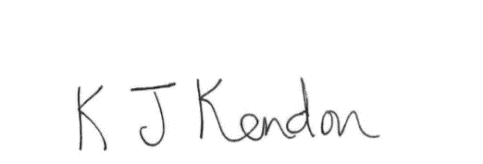
1. the names of students at school/college;
2. their postcodes;
3. their dates of birth;
4. their gender;
5. whether their parents or carers have served in the Armed Forces;
6. their status as a young carer or a care leaver;
7. their attainment data (such as predicated and final grades);
8. whether they are eligible for Free School Meals;
9. their ethnicity;
10. their disabilities and long-term health issues;
11. Immediate family’s previous university attendance; and
12. pupil premium data.
13. Provision of data on learner profiles such as personal characteristics and changes in progress.
    1. The headings in this agreement are inserted for convenience only and shall not affect its construction.
    2. Unless the context requires otherwise, words in the singular shall include the plural and words in the plural shall include the singular.
    3. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and shall include all subordinate legislation made from time to time under that statute or statutory provision.
14. **Nature of data sharing**
    1. This agreement sets out the framework for the sharing of personal data between the parties as independent controllers.
    2. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the 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 and the Contractual Arrangements with immediate effect.
    3. This agreement is supplementary to the Contractual Arrangements. In the event of conflict or ambiguity between the provisions of this agreement and the Contractual Arrangements, this agreement will prevail.
    4. The Data Protection Protocol (Schedule 1) outlines the ways in which personal data will be processed and protected by all parties.
15. **Particular obligations relating to data sharing**
    1. Each party shall:
16. ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
17. give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing;
18. process the Shared Personal Data only for the Agreed Purposes;
19. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
20. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
21. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
22. not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
    1. complies with the provisions of Article 26 of the GDPR (in the event the third party is a joint controller); and
    2. ensures that
       1. the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or
       2. there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or
       3. binding corporate rules are in place; or
       4. one of the derogations for specific sitiations in Article 49 of the GDPR applies to the transfer;
23. store the Shared Personal Data in line with the data retention policies of its organisation.
24. **Mutual assistance**

Each party shall assist the other in complying with applicable requirements of the Data Protection Legislation where necessary.

1. **Term and termination**

This agreement will commence on the Commencement Date and remain in full force and effect so long as the Contractual Arrangements remain in effect.

1. **Indemnity**
   1. Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including reasonable legal costs) suffered or incurred by the indemnified party arising out of or in connection with the breach of this agreement and/or the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party fives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.
   2. For clarity, the parties agree that any limitations on liability set out in the Contractual Arrangements shall not apply to the indemnity set out in this clause.
2. **General**
   1. **Assignment and other dealings**  
      This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
   2. **No automatic waiver**  
      No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
   3. **Severance**  
      If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
   4. **Entire agreement**  
      This agreement constitutes the entire agreement and understanding between the parties as to its subject matter and no variation of it shall be effective unless it is in writing and signed by the parties.
   5. **Third party rights**  
      This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
   6. **Governing law and jurisdiction**This agreement and any dispute or claim arising out of it shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.



**Signed for and on behalf of**

**York St John University:**

Kathryn Kendon

**Name of authorised signatory:**

University Secretary and Registrar

**Position of authorised signatory:**

**Date:**

**Signed for and on behalf of**

**School/College:**

**Name of authorised signatory:**

**Position of authorised signatory:**

**Date:**

**SCHEDULE 1: DATA PROTECTION PROTOCOL**

Guidance: Schedule One is to be used alongside the York St John University Information Sharing Agreement. The table below sets out the arrangements for data sharing between parties

**Table A – Processing, Personal Data and Data Subjects**

|  |  |
| --- | --- |
| **Description** | **Details** |
| Subject matter of the  Processing | The mission of the Inspiring Choices programme is to work with identified target schools and colleges in York and North Yorkshire.  As a partnership, Inspiring Choices is part of a wider initiative, Uni Connect, which is funded by the Office for Students (OfS), an independent regulator for higher education in England, accountable to the Department for Education (DfE). Uni Connect aims to reduce the gap in higher education (HE) participation between the most and least represented groups.  Inspiring Choices is part of the Uni Connect programme which brings together 29 partnerships of universities, colleges and other local partners to offer activities, advice and information on the benefits and realities of going to university or college.  The programme was set up in 2017 and supports our strategic goal that students’ access to higher education is not limited by their background, location or characteristics.  Activities may include learners from non-target wards and discrete groups where this will benefit the experience of the learners and increase the impact of the activity. |
| Duration of the  Processing | 1st August 2024 – 31st July 2025 |
| Nature and purposes of  the Processing | A formal record of attendance for all funded and non-funded activity for all participants regardless of targeted/discrete learner status will be required by Inspiring Choices on a regular basis and on request.  The funding body (OfS) requires thorough monitoring and evaluative evidence; therefore, the Partner will be required to provide a variety of information as well as participant data to use in formal reporting back to OfS such as:   * Provision of data to Inspiring Choices (directly or through the partner organisation) on learner profiles (personal characteristics/attainment/changes in progress etc.) * Annual school activity report detailing activity and participant data with organisations outside of the partnership. * Any additional requests required to show the success of the programme or evaluation of the cohort   Individual organisations, such as the partner higher education institutions will be required to collect data on individuals participating in activities. The data will be used to track participants unless authorisation is gained from the individual to use the data for personal correspondence, relating to the aims of the programme.  As a condition of Uni Connect funding, the Office for Students requires partnerships to track all learners engaged with their activity. This includes learners who live in both target and non-target wards. We are required to use an OfS-approved tracking service; Inspiring Choices use the Higher Education Access Tracker (HEAT). We will have both Data Sharing and Service Level Agreements in place with your school or college which detail how we will collect this data to enable the required tracking. Participants are issued with our Privacy Notice, so they understand how their personal data is being used. The tracking data enables us to understand how participation in Inspiring Choices activity impacts progression to higher education and is an essential part of evidencing the impact of Uni Connect. |
| Lawful Basis for Processing | The GDPR requires us to establish a legal basis for processing personal data. For the purpose of this privacy notice the processing is covered under GDPR Article 6 (1)(e) where processing is necessary for the performance of a task carried out in the public interest.  Where special category data is processed, the processing is covered under GDPR Article 9 (2) (g) where processing is necessary for reasons of substantial public interest, on the basis of Union or Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide for suitable and specific measures to safeguard the fundamental rights and the interests of the data subject, and Schedule 1, Part 2 (8) of the Data Protection Act 2018 where processing is necessary for the purposes of identifying the existence or absence of equality of opportunity or treatment between groups of people specified in relation to race, ethnicity and health with a view to enabling such equality to be promoted or maintained. |
| Type of Personal Data | * Personal information including your name, postcode and date of birth * Personal characteristics including gender, ethnicity, disability and/or health * Whether the data subject’s immediate family has been to university * Whether parent(s) have served in the Armed Forces * Whether the data subject has ever been in care or considers themselves as a young carer * Attainment-related information such as predicted grades and exam outcomes * Pupil Premium and Free School Meal status * Provision of data on learner profiles such as personal characteristics and changes in progress. |
| Categories of Data  Subject | Any individual aged 11 and above who participates in an activity funded by the Inspiring Choices Programme.  Inspiring Choices may run activities for the following groups of learners enrolled at the Partners school/college:   1. Young people in Years 10-13 (or equivalent), who live in the 10 North Yorkshire based target wards identified by the OfS and who are likely to achieve 5 9-4 grade GCSEs. 2. Discrete learners in Years 7 to 13 (or equivalent) including Care Experienced young people, adult learners, Gypsy Roma Travellers, disabled learners, military service children and young carers. 3. Young people in Years 7 – 11 (or equivalent) enrolled at the Partner’s school/college who are identified by the school as most in need of interventions that raise academic attainment. 4. Young people in Years 7 – 11 (or equivalent) enrolled at the Partner’s school/college who are identified by the school and Inspiring Choices as most in need of this intervention. |
| Plan for return and  destruction of the data  once the Processing is  complete UNLESS  requirement under union  or member state law to  preserve that type of  data | Personal information should only be retained for as long as necessary to fulfil the purposes it was collected for, including for the purposes of satisfying any legal, accounting, or reporting requirements, and in line with the retention policies of each controller.  York St John University are required by the Office for Students to use an approved tracking service, Inspiring Choices uses the HEAT database. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of personal data, the purposes for which we process the personal data and whether we can achieve those purposes through other means, and the applicable legal requirements. In some circumstances we may anonymise personal information so that it can no longer be associated with the data subject, in which case we may use such information without further notice to the data subject. Once we no longer need the personal data we have collected or have reached the date of deletion it will be securely destroyed in accordance with the York St John University Records Retention Schedule.  The HEAT Database retention schedule is as follows:  If you are under 21 years old at the time of first outreach activity: Your data will be retained for 15 years after graduation or until 30 years of age (whichever comes first).  If you are over 21 years old at the time of first outreach activity: Your data will be retained for 15 years after graduation or for 10 years after your first outreach activity (whichever comes first).  After this time, data will be anonymised in bulk at the beginning of the next academic year |
| Logistics for data sharing | * School/College will share the name, postcode, date of birth and gender of all pupils enrolled Yr10-Yr13 with Inspiring Choices once near the beginning of the academic year. * School/College will share the name of the pupils that have attended an activity after each activity with Inspiring Choices. * Where the activity is for a discrete learner group eg. Care Experienced young people, adult learners, Gypsy Roma Travellers, disabled learners, military service children and young carers, School/College will share this information with Inspiring Choices. * Where the activity falls under Attainment Raising e.g. My Tutor, School/College will share the predicted grades for the specific subject, for the pupils attending the activities with Inspiring Choices. Once the grades have been released, School/College will share with Inspiring Choices the achieved grades for the specific subject of the pupils that attended. * All information will be shared via a secure method. The information will be shared via email with a password protected Excel document, the password for the documents will be shared in a separate email. |