



## **Schedule 7 - Data Sharing Agreement between Controllers**

**entered into between**

(1) [Council]

**AND**

(2)









## 5 Lawful, Fair and Transparent Processing

- 5.1 The parties shall not process Shared Personal Data in a way that is not compatible with the Agreed Purpose. Each party shall ensure that it processes the Shared Personal Data fairly and lawfully during the Term. The lawful bases (and conditions or exceptions for processing of any categories of Personal Data or Criminal Offence Data) and the legal power for data sharing are set out in Schedule 2.
- 5.2 **Privacy information** The Data Discloser shall, in respect of Shared Personal Data, ensure that it provides clear and sufficient information to the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their personal data, the legal basis for such purposes and such other information as is required by Article 13 of the UK GDPR including whether Personal data will be transferred to a third party and if so sufficient information about such transfer and the purpose of such transfer to enable the Data Subject to understand the purpose and risks of such transfer.
- 5.3 The Data Receiver undertakes to inform the Data Subjects, in accordance with UK GDPR, of the purposes for which it will process their personal data, the legal basis for those purposes and such other information as is required by Article 14 including whether Personal data will be transferred to a third party and if so sufficient information about such transfer and the purpose of such transfer to enable the Data Subject to understand the purpose and risks of such transfer. - Not used.
- 5.4 If, for any reason, one party reasonably considers that the data sharing under this Agreement is not lawful, fair or transparent, the SPoC of that first party shall immediately contact the SPoC of the other party or parties to notify them of that concern and consider what action, including suspending any future data sharing, needs to be taken.
- 5.5 **Data Quality** Before the Commencement Date, the Data Discloser shall ensure that the Shared Personal Data is accurate and is not irrelevant or excessive with regard to the Agreed Purposes.
- 5.6 The parties agree that they shall record all Shared Personal Data using compatible databases and the data transfer methods as set out in Schedule 5 or as otherwise agreed in writing between the parties.

## 6 Data Subjects' Rights

- 6.1 The SPoC for each party is responsible for maintaining a record of individual requests from Data Subjects to exercise their rights under the Data Protection Legislation, including Subject Access Requests, requests for deletion, restriction, rectification, portability, objections and rights in relation to automated decision making.
- 6.2 In the event that a Data Subject makes an information rights request under sections 15-22 of the UK GDPR (including but not limited to a Subject Access Request) the party which holds the Shared Personal Data (and/or other applicable Personal Data) shall be responsible for responding to such request within the time frames specified within the Data Protection Legislation. The other party shall provide all reasonable assistance to enable compliance with such request within five (5) Business Days of being notified of that request.
- 1.3 Not Used.
- 6.4 Each party shall bear its own costs of complying with this clause 6 unless agreed otherwise in writing between the Council and the Partner.



- 6.5 In the event that the Partner collects Personal Data directly from a Data Subject, they shall provide the Data Subject with the information set out at Schedule 10, save where the Data Subject already has that information.
- 1.6 In the event that the one party obtains Personal Data from the other party, the party receiving the Personal Data shall provide the Data Subject with the information set out at Schedule 11, save where:
- 6.1.1 the Data Subject already has the information;



8.3.2.2 there are appropriate safeguards or binding corporate rules in place pursuant to Data Protection Legislation,

8.3.2.3





## 11 Review of Agreement

- 11.1 If the Data Receiver wishes to request Shared Personal Data from the Data Discloser under this Agreement, the Data Receiver shall complete and submit to the Data Discloser a data sharing request form in the form set out at Schedule 8. The Data Discloser shall then complete and submit a data sharing decision form as set out in Schedule 9. . NOT USED.
- 11.2 The parties shall review the effectiveness of this data sharing initiative and Agreement every 12 months and upon the addition and removal of a party, having consideration to the aims and purposes set out in this Agreement and to the Agreed Purpose. The parties shall continue, amend or terminate this Agreement depending on the outcome of this review.
- 11.3 The review of the effectiveness of the data sharing initiative and Agreement will involve at least the following:
  - 11.3.1 assessing whether the purposes for which the Shared Personal Data is being processed still align with the Agreed Purpose;
  - 11.3.2 assessing whether the Shared Personal Data is still as listed in Schedule 1 to this Agreement or whether the scope of the Shared Personal Data needs to be amended;
  - 11.3.3 assessing whether the legal frameworks governing data quality, retention and Data Subject Access Requests are complied with; and
  - 11.3.4 assessing whether Data Security Breaches involving the Shared Personal Data have been handled in accordance with this Agreement and the applicable Data Protection Legislation.

## 12 Direct Marketing

- 12.1 If the Data Receiver processes the Shared Personal Data for the purposes of direct marketing, the Data Receiver shall ensure that effective procedures are in place to allow the Data Subjects to opt-out from having their Shared Person.92aTJETQD.000008871 [(o&d f7)



- 14.1.2 make a copy of this Agreement available upon request to the Data Subjects who are third party beneficiaries;
- 14.1.3 respond within a reasonable time and as far as reasonably possible to enquiries from any relevant Regulatory Authority in relation to the Shared Personal Data;
- 14.1.4 where applicable, maintain registration with all relevant Regulatory Authorities to enable the Partner to process all Shared Personal Data for the Agreed Purpose;
- 14.1.5 take all appropriate steps to ensure compliance with the security measures set out at clause 9 above.
- 14.2 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.
- 14.3 The Partner undertakes to indemnify the Council and hold the Council harmless from any costs, charge, damages, expense or loss incurred or suffered by the Council as a result of the breach by the Partner of any of the provisions of this Agreement.
- 14.4 For the avoidance of doubt, the indemnity at clause 14.3 applies without limitation to any cost, charge, damage expense or loss suffered by the Council in relation to any investigation, audit and/or enfee



## 18 Third Party Rights

18.1







<b>Sexuality or sex life</b>	X
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<b>Criminal Offence Data</b>	<b>Indicate where applicable</b>
Data relating to <b>allegations</b> against the Data Subject	X
Data relating to <b>proceedings</b> against/involving the Data Subject	X
Data relating to <b>convictions</b> against the Data Subject	X

### 1.3 Whose data is shared: categories of Data Subjects

<b>Categories of Data Subjects</b>	<b>Indicate where applicable</b>
Council service-users	X
Council service-~ • ^ i • q ^ c o t - Á ã	X
Council employees	X
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Other (Please insert details)	

### 1.4 What data processing takes place?

Please indicate processing operations relevant to the Partner's processing of Shared Personal Data:

<b>Processing Operations</b>	<b>Indicate where applicable</b>
Usi*nBT/F14 424.63 Tm0 G[(Us)-6(i)] TJd 435.a]	









Where special category data is being processed, please specify two bases in relation to that data:

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2. Additional basis from the table below: õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ õ Ò È

Additional basis:	Indicate if this additional basis is relied upon	Additional comments
Substantial Public Interest	Yes	

**Statutory and government purposes**

**27 Where Substantial Public Interest is the appropriate lawful basis, an additional ‘public interest condition’ should be identified. Please indicate which is most applicable:**

Administration of justice and parliamentary purposes  
 Equality on5n.5 reW\*nBT/F2 9.96 Tf1 0 0 1 237.29 537.07 Tm0 g

Additional basis:	Indicate if this additional basis is relied upon	Additional comments
Substantial Public Interest	Yes	
<p><b>27 Where Substantial Public Interest is the appropriate lawful basis, an additional ‘public interest condition’ should be identified. Please indicate which is most applicable:</b></p>	<p><b>Statutory and government purposes</b></p> <ul style="list-style-type: none"> <li>Administration of justice and parliamentary purposes</li> <li>Equality of opportunity or treatment</li> <li>Racial and ethnic diversity at senior levels</li> <li>Preventing or detecting unlawful acts</li> <li>Protecting the public</li> <li>Regulatory requirements</li> <li>Journalism, academia, art and literature</li> <li>Preventing fraud</li> <li>Suspicion of terrorist financing or money laundering</li> <li>Support for individuals with a particular disability or medical condition</li> <li>Counselling</li> <li>Safeguarding of children and individuals at risk</li> <li>Safeguarding of economic well-being of certain individuals</li> <li>Insurance</li> <li>Occupational pensions</li> <li>Political parties</li> <li>Elected representatives responding to requests</li> <li>Disclosure to elected representatives</li> <li>Informing elected representatives about prisoners</li> <li>Publication of legal judgments</li> <li>Anti-doping in sport</li> <li>Standards of behaviour in sport</li> </ul>	
Establishment, exercise or defence of legal claims		
Provision of health or social care	Yes	
Explicit Consent of Data Subject		

**If criminal data is being processed, please contact Legal:**

**such processing is restricted.**



Schedule 3

**Single Points of Contact - NOT USED**





**Schedule 5 – NOT USED**





## Schedule 7

### Security Measures

1. In advance of the Commencement Date and for the duration of the Term, the Supplier shall ensure that:
  - 1.1. the Supplier is certified to ISO/IEC 27001:2013 and/or able to demonstrate that its policies, procedures and information risk management processes are of a standard which is equivalent to that certification, save where the parties agree otherwise. Therefore a proportionate adjustment of the policies, procedures and information risk management processes may be agreed by the Council on a case-by-case basis and in advance of the signing of this Agreement.
  - 1.2. the Supplier holds a Cyber Essentials Plus certificate or is able to demonstrate an equivalent commitment to cyber security by undergoing annual independent penetration tests.
2. Where appropriate, the Supplier shall be able to ensure that the Supplier, and any third parties that the Supplier relies upon, is certified to the appropriate level of the Payment Card Industry Data Security Standard.
3. The Supplier shall adhere to the National Cyber Security Centre [Cloud Security Principles](#) and will host Council data in accordance with [NCSC Cloud Security Principles](#).
4. The Supplier shall ensure that all staff and contractors with access to Shared Personal Data meet the requirements of the Baseline Personnel Security Standard.
5. The Supplier shall ensure that all staff and contractors with access to Shared Personal Data undertake appropriate Information Governance training.
6. The Supplier shall have appropriate systems and processes in place to adequately identify, assess and manage vulnerabilities. Significant vulnerabilities which could lead to the compromise of Shared Personal Data or other Council information must be notified to the Council Information Security Team via email to [insert applicable email address, e.g. at BHCC [information.security@brighton-hove.gov.uk](mailto:information.security@brighton-hove.gov.uk)]. Suppliers are expected to notify the Council as soon as is reasonably practicable.
7. The Supplier shall have an appropriate incident management process in place and all security and cyber incidents which affect Shared Personal Data or other Council data and/or the systems on which Shared Personal Data or other Council data resides, or near misses, must be reported without delay to the Council Information Security Team via email to: [insert applicable email address e.g. at BHCC [information.security@brighton-hove.gov.uk](mailto:information.security@brighton-hove.gov.uk)].



**Schedule 8 - NOT USED**





**Schedule 9 - NOT USED**



**Schedule 10: Information to be provided to the Data Subject, where Personal Data have been collected from the Data Subject**

Where Personal Data are collected from the Data Subject by the Partner, the Partner shall, at the time such data are obtained (and provided that the Data Subject does not already have such information), provide the Data Subject with the following information:

1. The identity and contact details of themselves as Controller, and where applicable details of a representative;
2. The contact details of the Data Protection Officer, if applicable;
3. The purposes of the processing for which the Personal Data are intended as well as the legal basis for the processing; and
4. The recipients or categories of recipients of the Personal Data, if any;
5. The period for which the Personal Data will be stored or, if that is not possible, the criteria used to determine that period;
6. The right to erasure of Personal Data or restriction of processing concerning the Data Subject or to object to data processing as well as the right to data portability;
7. Where there is no statutory basis for the processing of the Shared Personal Data, and where the processer \* is a controller of the Shared Personal Data, the right to withdraw consent at any time, without affecting the lawfulness of processing based on consent before the withdrawal of the Shared Personal Data.



## **Schedule 11: Information to be provided to the Data Subject, where Personal Data have not been obtained from the Data Subject**

1. Where Personal Data have not been obtained directly from the Data Subject by the Partner, the Partner shall provide the Data Subject with the following information:
  - 1.1.