

Data sharing agreement template

MSC Summer Schools

**This agreement** is made and entered into at the date of signature below.

The Parties:

**[INSERT FULL ORGANISATION NAME] (‘the Disclosing Party’) of [INSERT FULL ORGANISATION ADDRESS]**

and

The **Medical Schools Council** (‘the MSC’) of Medical Schools Council, Woburn House, 20 Tavistock Square, London, WC1H 9HD

Definitions

**Confidential Information**: confidential information of information of a sensitive nature is defined as all confidential information disclosed by a party or its employees, officers, representatives, advisers or sub-contractor involved in the provision or receipt of the Data, which is either labelled as such or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.

**Data Controller**: determines the purposes and means of processing Personal Data.

**Data Subject**: any information relating to an identified or identifiable natural person.

**Disclosing Party**: the Party transferring the Personal Data to the MSC.

**ICO**: the Information Commissioner’s Office, the UK's independent body set up to uphold information rights.

**Personal Data**: the Personal Data as defined by the GDPR to be shared between the Parties.

**Special Category Data**: the Special Category Data as defined by the GDPR to be shared between the Parties.

**Purpose**: those purposes set out in clause 1.1 of this Agreement.

**UK Data Protection Laws**: the Data Protection Act 2018 (DPA), the Data Protection Directive (95/46/EC), the General Data Protection Regulation (2016/679) (GDPR).

1. **Data sharing objectives**
   1. The parties are entering into a binding agreement whereby the MSC will be supplied with certain confidential information (defined in [Annex 1](file:///Q:\MedicalSchoolsCouncil\Restricted\Admissions\2.%20MSCSA\Summer%20schools\School%20resources\How%20to%20plan%20a%20summer%20school%20(reformatted)\1.%20Initial%20set%20up\MSC%20Data%20Sharing%20Agreement%20Template%20-%20v1.1.docx#_Annex_1_–)) belonging to the **Disclosing Party** to assist their objective: **[INSERT PURPOSE]** (‘**the Purpose**’).
   2. Processing the **[Personal]** **Data** for **the Purpose** is necessary to **[INSERT LAWFUL BASIS FOR PROCESSING]**.
   3. The Parties agree to protect such confidential information to protect individual privacy and will only use the confidential data listed at [Annex 1](file:///Q:\MedicalSchoolsCouncil\Restricted\Admissions\2.%20MSCSA\Summer%20schools\School%20resources\How%20to%20plan%20a%20summer%20school%20(reformatted)\1.%20Initial%20set%20up\MSC%20Data%20Sharing%20Agreement%20Template%20-%20v1.1.docx#_Annex_1_–) for **the Purpose**.
   4. To this end both parties shall ensure any transfer of **Personal Data** complies with UK Data Protection Laws **[and the Privacy and Electronic Communications Regulations 2003]**. **[Consent is not required as per the DPA 2018 Schedule 2 (6)(1)]**.
2. **Confidentiality and Data Protection**
   1. The **Disclosing Party** is the **Data Controller** and the MSC is the **Data** **[Processor/Controller]** as defined by the UK Data Protection Laws and must process **Personal** or **Special Category Data** in line with the provisions of that act and any additional terms agreed between the **Disclosing Party** and the MSC.
   2. The **Disclosing Party’s** Data shall be held or transferred securely and shall only be kept for **[INSERT RETENTION PERIOD]** in line with the MSC’s data retention policy, with all Data supplied by the **Disclosing Party** disposed of securely. The MSC will set up a secure method for the **Disclosing Party** to transfer data.
   3. The MSC shall keep the data secure, and will not for any reason (except only for carrying out **the Purpose**) use or disclose to any person, information of a confidential or sensitive nature which the MSC may receive or come into possession of, including (but not limited to) potentially identifiable **Personal** or **Special Category Data** (as defined by the **UK Data Protection Laws**).
3. **The rights of the Data Subjects**
   1. The MSC will uphold the rights of the **Data Subjects**, as defined in the **UK Data Protection Laws**, of the individuals who are the subject of the Personal Data that has been shared with the MSC. Individuals have a right to access, be informed, to rectify, to restrict processing, to data portability, to object to processing, and to erasure of the Personal Data held about them.
   2. These rights will be limited by **[Schedule 2, 3, 4, 11 of the Data Protection Act 2018 (DPA)/Article 89 (2) and (3) of the General Data Protection Regulation (GDPR)]** and exempt from Data Subject Access Requests where Personal data is used for research, historical or statistical purposes.
   3. The MSC shall notify the **Disclosing Party** promptly of any **Data Subject Request** or ICO correspondence which relates directly or indirectly to the Processing of **Personal Data** by the **Disclosing Party** under, or in connection with, this Agreement and together with such notice, provide a copy of such Data Subject Request or ICO correspondence to the **Disclosing Party** and reasonable details of the circumstances giving rise to it. In addition to providing the notice referred to in this clause, each Party shall provide the other Party with all reasonable co-operation and assistance required by the other Party in relation to any such Data Subject Request or ICO correspondence. A response will be provided within 5 days or receipt of the request.
4. **Sharing with other third parties**
   1. The MSC will not disclose the Disclosing Party’s Data to a third party for a purpose unconnected to this Agreement unless it is legally compelled to do so (e.g. by order of a court or competent body) or the Disclosing Party agrees to the disclosure.
5. **Data security**
   1. The MSC will be responsible for ensuring that all data is processed and stored securely. This will include taking appropriate and reasonable measures to safeguard the security of data and prevent unauthorised access to the data in compliance with the policies and standards set out in Annex 2.
   2. The MSC:
      1. Has put in place appropriate technical and organisational measures for processing **Personal Data** by implementing and maintaining security standards, processes, procedures, practices and controls;
      2. Will ensure that access to the data supplied by the **Disclosing Party** is limited to employees who require access to the data for **the Purpose**;
      3. Will ensure that the data supplied by the **Disclosing Party** is stored on secure servers and that the servers are maintained in a secure environment.;
      4. Will ensure that any breaches of security are investigated and resolved in a timely manner.
      5. Will notify the ICO and the **Disclosing Party** of any serious security breaches, relating to, the destruction, loss, alteration, unauthorised access to, or disclosure of **Personal Data** where it is likely to result in a risk to the rights and freedoms of the individuals affected.
      6. Will notify the **Disclosing Party** within a period of 24 hours of a breach discovery.
6. **Termination of the agreement**
   1. This agreement shall come into effect on the date it is signed by both Parties, unless terminated earlier under clause 6.2.
   2. Either Party may terminate this Agreement on notice in writing with immediate effect, if the other Party is in material breach of the Agreement and fails to remedy that breach within 30 days of written notice requiring it to do so, by giving **[one month’s]** prior notice to the other Party.
   3. On termination of the Agreement the MSC shall immediately cease all processing of the **Disclosing Party’s Data** and return or destroy all **Data** supplied under the Agreement.
7. **[Miscellaneous]**
   1. **[Please insert any other clauses specific to the data sharing agreement for the avoidance of doubt]**

This agreement must be formally approved and signed by both parties before any information sharing takes place. Both parties will ensure that the Data Sharing Agreement and any associated documents are known and understood by all staff involved in the process.

**Signed by:**

**For and on behalf of The Medical Schools Council**

**Signature**

**Date**

**Signed by:**

**For and on behalf of the Disclosing Party, [INSERT FULL ORGANISATION NAME]**

**Signature**

**Date**

**Annex 1 – data to be provided by the Disclosing Party**

**[INSERT DATA TO BE PROVIDED BY THE DISCLOSING PARTY]**

**Annex 2 – MSC Data Protection and Information Security policies**

**[INSERT LATEST MSC DATA PROTECTION AND INFORMATION SECURITY POLICIES]**