

DATA SHARING AGREEMENT

The Universities: SHEFFIELD HALLAM UNIVERSITY (address: City Campus, Howard Street, Sheffield, S1 1WB); and THE UNIVERSITY OF SHEFFIELD (address: Western Bank, Sheffield, S10 2TN);

and

The School/College: OUTWOOD ACADEMY SHAFTON, Engine Ln, Shafton, Barnsley S72 8RE

each a "party", and together the "parties".

The intention of this agreement is to outline the categories of Personal Data collected from students, the purposes for which Personal Data is shared between the Universities and the School/College in partnership as HEPPSY+, and to set out measures for compliance with the Data Protection Laws.

Student Personal Data to be shared:

- Full Name
- Date of Birth
- Home postcode
- Ethnicity
- Gender
- Disability
- Year group
- Free School Meals / Pupil Premium
- Looked After Child / Care Leaver status
- Young Carer status
- Estranged status (if available)
- First generation of higher education / previous progression in family (if available)
- Attainment data (if applicable)

Purposes of Data Sharing

The Universities and the School/College agree to share and Process student Personal Data for the following specified purposes only:

- (1) to monitor outreach activity participants;
- (2) to evaluate outreach activity;
- (3) to research correlations between activity and progression of outreach participants and other questions related to participation and progression which may be in the public interest;
- (4) to enable longitudinal analysis of changes in individual participants' attitudes, aspirations, knowledge about and intentions to apply for higher education;
- (5) to identify local requirements for outreach activities;
- (6) to identify potential participants for outreach activities;
- (7) for the administration of participation in outreach activities and projects;
- (8) to report internally and externally against objectives and targets as part of the government policy to widen participation in higher education and to develop future policies;
- (9) to enable offers of additional support and other initiatives strictly to the benefit of the Data Subject; and
- (10) for research purposes.

For monitoring, evaluation and reporting purposes only, the Personal Data may also be shared with government and funding bodies, including the Office for Students (OfS), the Higher Education Statistics Agency (HESA), the Department for Education (DfE), the Universities and Colleges Admission Service (UCAS), the NCOP national evaluation team (CFE), the HEAT Database service subscribers, Sheffield Futures and the National Data Service.

For monitoring, evaluation and reporting purposes and to enable initiatives for the benefit of the Data Subjects that are delivered by an NCOP collaborative partner jointly or in coordination with the Universities, the Personal Data may also be shared with that NCOP collaborative partner.

Obligations

The School/College shares with the Universities Personal Data on an annual basis.

The Universities report the Shared Data as aggregated data or, in the case of data collected through interviews and focus groups, anonymously and using pseudonyms. Exceptionally, the Universities can report the Shared Data to the School/College in a non-anonymised way if this reporting is required for the performance of a particular public education task carried out in the public interest by the School/College. The Universities via HEPPSY+ provide the School/College with an annual report about the use of the supplied Personal Data to enable the School/College to account internally and externally on the use of the Personal Data in an aggregate manner.

The Universities and the School/College must:

- ensure compliance with the Data Protection Laws at all times;
- each manage its own costs in relation to compliance with the Data Protection Laws;
- ensure that the shared Personal Data is: adequate, relevant and not excessive in relation to the Processing purposes; accurate and maintained up to date; not kept for longer than necessary;
- only share Personal Data of students who have been informed in advance of the Data Sharing; the party conducting the primary data collection must communicate to the students the Privacy Notice;
- not publish the Shared Data in identifiable form unless the concerned Data Subjects have given their consent and in conformity with other safeguards laid down by the Data Protection Laws and any other UK laws;
- not copy, broadcast or disseminate the Shared Data to any third party unless provided in this agreement or if the disclosure is required by law;
- employ appropriate technical and organisational measures, processes and procedures to ensure secure data transfer between them and keep the Shared

Data safe from unauthorised use, access or disclosure, accidental or unlawful destruction, loss, alteration or theft;

- not use the Shared Data in a way that would support decision making about the Data Subjects, with the exception of the application for the Processing purpose enabling offers of additional support and other initiatives strictly to the benefit of the Data Subject;
- restrict access to the Shared Data to those of its employees and volunteers who are directly involved in the Processing of the Shared Data or in providing technical support to those Processing the Shared Data;
- ensure that all its employees and volunteers who Process the Shared Data have received appropriate training about their responsibilities under the Data Protection Laws and this agreement;
- not engage a subcontractor to Process the Shared Data without the prior written consent of the other parties;
- maintain complete and accurate records in relation to the Processing of the Shared Data and supply the other parties on demand and without undue delay with any reasonably requested evidence about its Processing of the Shared Data, including of any subcontracting, in order to demonstrate compliance with this agreement and the Data Protection Laws;
- notify the other parties of a security breach, loss of Shared Data or a similar incident affecting data protection as soon as possible and, at the latest, within three Working Days from identifying the incident;
- provide reasonable assistance to the other parties as necessary to enable them to comply with data subject access requests and to respond to complaints or communications related to the Processing of the Shared Data;
- not transfer the Shared Data outside the European Economic Area;
- retain the Shared Data securely for the duration of the Retention Period; and

- once the end of the two year Retention Period is reached, destroy the relevant Shared Data in bulk at the beginning of the academic year.

This agreement shall be in force until 31 July 2019 or later, to match any period of extended funding. The Universities and the School/College shall review it every 12 (twelve) months and they may continue, vary or terminate it as a result of the review. Any variation to the agreement must be done in writing.

On behalf of
SHEFFIELD HALLAM UNIVERSITY:
Signed:



Name: Nicola Rawlins
Job Title: Director of Admissions
& UK Recruitment
Date: 10/July/2018

On behalf of
THE UNIVERSITY OF SHEFFIELD:
Signed:



Name: James Busson
Job Title: Head of UK Student
Recruitment and Widening Participation
Date: 12/July//2018

On behalf of
Outwood Academy Shafton
Signed:



Name: Sabiha Laher
Job Title: Associate Executive Principal
Date: 14.06.19

Glossary of terms:

"Data Controller"	means a person or organisation who (either alone or together with other persons) determines the purposes for which and the manner in which any Personal Data is Processed.
"Data Protection Laws"	means: (i) the EU General Data Protection Regulation 2016/679 (GDPR) and any applicable national legislation that complements or supplements it, as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy; and (iii) all applicable national legislation and authoritative guidance about the Processing of personal data and privacy.
"Data Sharing"	means the disclosure of Personal Data from one party to another or the others which results in the joint or separate Processing of Personal Data by the Universities and the School/College for any one purpose of a range of purposes expressly specified in this agreement.
"Data Subject"	means a student at a school or a college in the Sheffield City Region, who is subject to the outreach activity of the Universities.
"Deletion"	means erasing and destroying the Personal Data or putting the Personal Data beyond use.
"First Intervention"	means the first time a student takes part in an outreach activity with one of the Universities.
"HEAT Database"	means a secure online database and a specifically designed tool that enables standardised and bespoke data collection for subscribers.
"Personal Data"	means information relating to a Data Subject who can be identified directly or indirectly from this information.
"Process" and "Processing"	means any operation or set of operations which is performed on the Personal Data, such as collection, recording, organisation, structuring, storage, adaptation

	or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction or Deletion.
"Retention Period"	<p>means the duration periods, subject to annual reviews as the project develops and in line with guidance from the Information Commissioner's Office and other best practice in the sector, as follows:</p> <p>(a) if the Data Subject is below the age of 21 at the time of First Intervention, the retention period of that Data Subject's data is 15 (fifteen) years after the Data Subject's graduation or until the Data Subject reaches the age of 30, whichever is later; and</p> <p>(b) if the Data Subject is aged 21 or over at the time of First Intervention, the retention period of that Data Subject's data is 10 (ten) years after First Intervention or 15 (fifteen) years after graduation, whichever is later.</p> <p>The length of the duration periods in (a) and (b) is required to enable the Universities and HEPPSY+ partnership to assess whether the outreach activities have been successful in widening participation in higher education.</p>
"Shared Data"	means the Personal Data Processed through the Data Sharing.
"Working Day"	means Monday to Friday inclusive save for UK bank and statutory holidays and other days when the parties are not open for business, such days to be notified in advance by each party to the others.