

Data sharing agreement between Wycliffe Switzerland and Moorlands College

<p>1.</p>	<p>Between: Wycliffe Switzerland and Moorlands College (abbreviated to Moorlands)</p> <p>This agreement in no way supersedes or overrides any provisions any other agreements entered into by both parties.</p> <p>Moorlands College is a charitable company registered at Companies House with company number 4241702 and registered with the Charity Commission for England and Wales with charity number 1092000. Moorlands is registered with the Information Commissioner’s Office (ICO) with registration number Z6065769.</p> <p>Wycliffe Switzerland is registered with Swiss authorities with UID-103.379.417.</p>
<p>2.</p>	<p>Purpose and objectives of the information sharing</p> <p>The School of Language and Scripture ('SLS') at Moorlands is one of Wycliffe Switzerland's primary training institution for its members. It is considered to be in the interests of individuals that information be shared between Moorlands College and Wycliffe Switzerland in the following cases:</p> <ol style="list-style-type: none"> 1. Information pertaining to prospective SLS students of Moorlands, and potential members of Wycliffe Switzerland. This is to ensure, for example, that the right advice and information is given to these potential applicants. 2. Information pertaining to current SLS students of Moorlands who are also current or potential members of Wycliffe Switzerland, and current members of Wycliffe Switzerland who are also current or potential students at Moorlands. This is to ensure, for example, that both institutions fulfil their duties of care to their students / members. <p>In each case, the information is shared due to the fact that the School of Language and Scripture (known as SLS) at Moorlands functions as one of Wycliffe Switzerland’s training institution. The relevant individuals thus relate to staff at both institutions with regard to decisions about overseas placements, pastoral needs, and study decisions. By sharing relevant personal data between staff at Moorlands and Wycliffe Switzerland, students, members and applicants receive the best possible advice in all the above domains.</p> <ol style="list-style-type: none"> 3. Information pertaining to Wycliffe Switzerland members who are seconded to the staff of Moorlands. This is to enable Moorlands to exercise day to day oversight of the seconded staff.

3.	<p>Controller/s</p> <p>Wycliffe Switzerland</p> <p>Moorlands</p> <p>Each controller will remain accountable for its own processing.</p>								
4.	<p>Processor/s</p> <p>Data may be processed on the following systems, by organisations as specified below, inline with respective Data Protection Policies:</p> <p>Wycliffe Switzerland: Google Drive, Workday, WySpace (tailor-made software for Wycliffe Switzerland)</p> <p>Moorlands: OneDrive, FileMaker, JotForm, iHasco</p> <p>Data processors will include Wycliffe Switzerland staff, and Moorlands staff, acting on behalf of the Data Controllers, in accordance with both organisations Data Protection Policies.</p> <p>Moorlands College and Wycliffe Switzerland remain Data Controllers for all processing activities covered in this document, under their own data responsibilities.</p> <p>Processing will be conducted in accordance with relevant articles in the UK GDPR,¹ and Switzerland’s new Act on Federal Data Protection (nFADP).²</p>								
5.	<table border="1"> <thead> <tr> <th colspan="2" data-bbox="279 1240 1450 1319">Data items to be processed</th> </tr> <tr> <th data-bbox="279 1319 703 1480">Detail Item</th> <th data-bbox="703 1319 1450 1480">Justification (including confirmation of a signed Data Protection Impact Assessment where applicable)</th> </tr> </thead> <tbody> <tr> <td data-bbox="279 1480 703 1834">Personal data, such as name and contact details, as defined in UK GDPR Article 4.1, Swiss nFADP Article 5, pertaining to prospective SLS students at Moorlands.</td> <td data-bbox="703 1480 1450 1834">Beneficial to the applicant to share data with Wycliffe Switzerland in some cases where the applicant is interested in SLS and potentially interested in using the course of study as a foundation for a career in language and scripture work, which Wycliffe Switzerland can offer. The sharing of this data may lead to the applicant having a much firmer sense of the possible outcomes of their potential course of study at Moorlands.</td> </tr> <tr> <td data-bbox="279 1834 703 1917">Personal data, such as name and contact details, as defined in UK</td> <td data-bbox="703 1834 1450 1917">Beneficial to the applicant to share data with Moorlands in some cases where the applicant is interested in Wycliffe</td> </tr> </tbody> </table>	Data items to be processed		Detail Item	Justification (including confirmation of a signed Data Protection Impact Assessment where applicable)	Personal data, such as name and contact details, as defined in UK GDPR Article 4.1, Swiss nFADP Article 5, pertaining to prospective SLS students at Moorlands.	Beneficial to the applicant to share data with Wycliffe Switzerland in some cases where the applicant is interested in SLS and potentially interested in using the course of study as a foundation for a career in language and scripture work, which Wycliffe Switzerland can offer. The sharing of this data may lead to the applicant having a much firmer sense of the possible outcomes of their potential course of study at Moorlands.	Personal data, such as name and contact details, as defined in UK	Beneficial to the applicant to share data with Moorlands in some cases where the applicant is interested in Wycliffe
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¹ <https://www.legislation.gov.uk/ukpga/2018/12/contents/enacted>


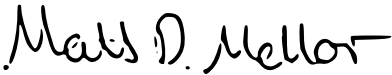
² <https://www.fedlex.admin.ch/eli/cc/2022/491/de>

<p>GDPR Article 4.1, Swiss nFADP Article 5, pertaining to (potential) applicants to serve with Wycliffe Switzerland.</p>	<p>Switzerland membership and may be required by Wycliffe Switzerland to undertake a course of study at Moorlands as a condition of membership. The sharing of this data may lead to the applicant having a much firmer sense of the possible outcomes and timeline of their potential application to and membership of Wycliffe Switzerland.</p>
<p>Personal data, such as name and contact details, as defined in UK GDPR Article 4.1, Swiss nFADP Article 5, and assessment outcomes pertaining to former and current SLS students at Moorlands.</p>	<p>Beneficial to the student to share data with Wycliffe Switzerland in some cases where the student at SLS is exploring a career or an internship in language and scripture work, which Wycliffe Switzerland may be able to offer. The sharing of this data may lead to the applicant finding a suitable internship placement and further career opportunities relating to their course of study at Moorlands.</p>
<p>Personal data, such as name and contact details, as defined in UK GDPR Article 4.1, Swiss nFADP Article 5, pertaining to current members of Wycliffe Switzerland.</p>	<p>Beneficial to the member to share data with Moorlands in some cases where the member is exploring options for further training, which Moorlands may be able to offer. The sharing of this data may lead to the applicant finding a suitable course of study at Moorlands.</p>
<p>Personal data, such as name and contact details, as defined in UK GDPR Article 4.1 and Swiss nFADP Article 5, and special category data related to religious belief and health pertaining to current members of Wycliffe Switzerland, seconded to Moorlands.</p>	<p>Beneficial to the member to share data with Moorlands so that Moorlands may perform their duties of care to the seconded staff.</p>
<p>Special category data relating to religious beliefs in the case of data subjects to either organisation under the categories above.</p>	<p>Beneficial to the potential applicant that their religious belief, if shared with Moorlands or Wycliffe Switzerland, is shared in the course of any of the detail items above, as this allows:</p> <ul style="list-style-type: none"> – Wycliffe Switzerland to advise the potential applicant of its criteria for membership. – Moorlands to advise the potential applicant of course content at SLS. <p>Beneficial to both Wycliffe Switzerland and Moorlands as both organisations are of an explicitly religious nature, and in Wycliffe Switzerland's case assent to a statement of faith is a condition of membership.</p>
<p>6</p>	<p>Conditions for processing Personal Data – UK GDPR Article 6, and Swiss nFADP Articles 16 and 17 for disclosure of data outside of Switzerland.</p>

	Legal Basis (One of these must apply whenever you process personal data)	Indicate which one you are using
	(a) Consent: the individual has given clear consent for you to process their personal data for a specific purpose.	Y
	(b) Contract: the processing is necessary for a contract you have with the individual, or because they have asked you to take specific steps before entering into a contract.	
	(c) Legal obligation: the processing is necessary for you to comply with the law (not including contractual obligations).	
	(d) Vital interests: the processing is necessary to protect someone's life.	
	(e) Public task: the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.	
	(f) Legitimate interests: the processing is necessary for your legitimate interests or the legitimate interests of a third party, unless there is a good reason to protect the individual's personal data which overrides those legitimate interests. (This cannot apply if you are a public authority processing data to perform your official tasks.)	
7	Conditions for processing Special Categories of Personal Data – UK GDPR Article 9, and Swiss nFADP Articles 16 and 17 for disclosure of data outside of Switzerland.	
	Conditions for processing special category data	Tick which one you are using
	(a) Explicit consent: (the data subject has given explicit consent)	Y
	(b) Employment, social security and social protection (if authorised by law)	
	(c) Vital interests: (to protect the vital interests of the data subject, who cannot give consent (life or death situations))	
	(d) Not-for-Profit bodies	
	(e) Made public by the data subject	
	(f) Legal claims or judicial acts: (the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity)	
	(g) Reasons of substantial public interest (with a basis in law): (which shall be proportionate to the purpose and, respect the essence of the right to data protection)	

<p>(h) Health or social care (with a basis in law): (preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services)</p>	
<p>(i) Public health (with a basis in law): (protecting against serious internal or cross-border threats to health or ensuring high standards of quality and safety of health care and of medicinal products or medical devices)</p>	
<p>(j) Archiving, research and statistics (with a basis in law): (archiving purposes in the public interest, scientific or historical research purposes or statistical purposes)</p>	
<p>Please state (and indicate) below if you are processing data based on Schedule 1, Part 1, Data Protection Act 2018 (UK):</p> <p>No.</p>	
<p>8</p>	<p>Individual rights and preferences – UK GDPR Articles 15-22, Swiss nFADP Articles 25-29.</p> <p>Both parties will facilitate the exercising of legal rights from data subjects in accordance with their privacy and data protection policies and country’s legal framework, such as:</p> <ol style="list-style-type: none"> 1. The right to be informed 2. The right of access 3. The right to rectification 4. The right to erasure 5. The right to restrict processing 6. The right to portability 7. The right to object 8. Their rights in relation to automated decision-making profiling <p>The data subject can make a written or verbal request to either party in order to exercise their legal rights. The party that receives the request is responsible for ensuring it is responded to within the responsibilities set out in this agreement.</p> <p>Management of any complaints raised regarding the data sharing</p> <p>Wycliffe Switzerland will discuss the data subject’s concerns with the data subject, and seek to resolve the matter to their satisfaction as quickly as possible, and in line with the working practices of the Data Controller and respective Data Protection and Privacy Policies.</p> <p>Moorlands College will review complaints and requests in line with our Data Protection Policy, Student T’s & C’s, SAR Policy and Retention Schedules. We will work to respond to the data subject and reach a suitable conclusion in line with our policies.</p> <p>Each party shall keep the other informed if a situation like this arises.</p>

9	<p>Transparency</p> <p>Both controllers must inform data subjects of their intention to share data with the other organisation.</p>
10	<p>How the data sharing will be carried out</p> <ol style="list-style-type: none"> 1. Data sharing will be carried out on a case-by-case basis only, as necessary. Mass-processing and automation will not take place. 2. Often this data sharing will take place in conversation. Where data sharing occurs in writing, secure mail servers belonging to both organisations will be used in line with each organisation’s existing data protection policy. Each organisation will be responsible for ensuring the security of data handled by their respective staff. 3. This is likely to pertain to fewer than 30 individuals in any given year, so sharing of this nature rather than in a systematic manner is proportionate in light of the low numbers involved. 4. No data will be processed outside the UK and Switzerland, including sharing between the data controllers.
11	<p>Accuracy and retention of the data being shared</p> <p>Data held and shared is highly likely to be accurate as data shared will normally pertain to recent, live cases. Each organisation will remain responsible for the accuracy of data shared by them, and for informing the other organisation of any changes.</p> <p>Data will be stored by each organisation in accordance with their data retention policies.</p>
12	<p>Breach management</p> <p>Each organisation will comply with their own policies for breach management. Where a breach occurs in conjunction with data sharing between the organisations, that organisation must inform the other immediately upon discovery (within 24 hours).</p>
13	<p>Specify any particular obligation on <u>any</u> party to this agreement</p> <p>Each party undertakes to protect personal data supplied by the other organisation as least as well as it protects its own personal data. Liability for breaches will reside with the organisation whose actions/inactions led to the breach.</p>
14	<p>Contacts</p> <p>Wycliffe Switzerland’s’ Data Protection Lead: Lukas Neukom, Director for Communications: communications@wycliffe.ch</p> <p>Moorlands Data Protection Team: dataprotection@moorlands.ac.uk</p>
15	<p>Commencement of agreement</p> <p>1st of April 2023</p>

16	<p>Review of agreement</p> <p>The agreement will be reviewed annually by both parties, or in the event of a significant complaint or breach of shared data.</p>
17	<p>Variation</p> <p>Neither party may vary the terms of this agreement except by modification of the agreement itself. Modification must be sought in writing from the other party.</p>
18	<p>Ending the agreement</p> <p>The obligations of this data sharing agreement will continue to apply past the end date of any other agreement between the parties, until such time as all personal data covered by this data sharing agreement has been deleted by the party which received it from the other.</p>
19	<p>End date</p> <p>Not applicable. See #18.</p>
20	<p>Jurisdiction</p> <p>This Contract shall be governed by and construed in accordance with the laws of England and Wales, and Switzerland.</p>
21	<p>Signatories</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">  <p>Date: 9. Mai 2023</p> <p>Lukas Neukom Data Protection Lead Wycliffe Switzerland</p> </div> <div style="width: 45%;">  <p>Date: 15 May 2023</p> <p>Matt Mellor Director of Operations Moorlands College</p> </div> </div>