

Data sharing agreement between South West Youth Ministries and Moorlands College

1.	<p>Between: South West Youth Ministries (abbreviated to SWYM) and Moorlands College (abbreviated to Moorlands)</p> <p>This agreement in no way supersedes or overrides any provisions in the 'Services Agreement' between Moorlands and SWYM regarding the provision of services for undergraduate provision, or 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>South West Youth Ministries is a charitable company registered at Companies House with company number 3963476 and registered with the Charity Commission for England and Wales with charity number 1086877. Whilst based in the UK, SWYM also actively recruit students from the Bailiwick of Guernsey.</p>
2.	<p>Purpose and objectives of the information sharing</p> <p>Moorlands has a collaborative partnership with SWYM to provide specified services in the delivery of its undergraduate provision at the Moorlands South West Regional Centre. This partnership is outlined in the 'Services Agreement' and associated Schedule 1 of services. It is considered to be in the interests of individuals that information be shared between Moorlands and SWYM in the following cases:</p> <ol style="list-style-type: none"> 1. Information pertaining to prospective undergraduate students. This is to ensure, for example, that the right advice and information is given to these potential applicants. 2. Information pertaining to current undergraduate students. This is to ensure, for example, that both institutions fulfil their duties of care to the students. <p>By sharing relevant personal data between staff at Moorlands and SWYM, potential applicants, applicants and students receive the best possible advice and support.</p>
3.	<p>Controller/s</p> <p>SWYM</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, in line with respective Data Protection policies:</p> <p>SWYM: Microsoft Office 365 Suite, SWYM Website and Application System.</p> <p>Moorlands: Microsoft Office 365 Suite, FileMaker, JotForm.</p> <p>Data processors will include SWYM staff, and Moorlands staff, acting on behalf of the Data Controllers, in accordance with both organisations Data Protection Policies.</p> <p>Moorlands College and SWYM remain Data Controllers for all processing activities covered in this document, under their own data responsibilities.</p> <p>Processing undertaken within the UK will be conducted in accordance with relevant sections in the UK GDPR, as defined in the Data Protection Act 2018.¹ Further details relating to the UK GDPR Articles referred to in this agreement can also be found in the related EU GDPR.²</p> <p>Processing undertaken within the Bailiwick of Guernsey will be conducted in accordance with relevant sections in the The Data Protection (Bailiwick of Guernsey) Law 2017.³</p>	
5.	<p>Data items to be processed</p>	
	<p>Detail Item</p>	<p>Justification (including confirmation of a signed Data Protection Impact Assessment where applicable)</p>
	<p>Personal data, such as name and contact details, as defined in the UK GDPR Article 4.1 and The Data Protection (Bailiwick of Guernsey) Law 2017 section 111, pertaining to prospective students at Moorlands.</p>	<p>Beneficial to the potential applicant to share data between SWYM and Moorlands. 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, contact details and assessment outcomes, as defined in the UK GDPR Article 4.1 and The Data</p>	<p>The sharing of data between organisations is necessary for the fulfilment of the student's contract of studies with Moorlands and the provision of services as outlined in the 'Services Agreement'.</p>

¹ <https://www.legislation.gov.uk/ukpga/2018/12/contents> (last accessed 25 October 2023)

² <https://www.legislation.gov.uk/eur/2016/679/contents> (last accessed 25 October 2023)



³ <https://www.gov.gg/DP> (last accessed 25 October 2023)

	Protection (Bailiwick of Guernsey) Law 2017 section 111, pertaining to current undergraduate students at Moorlands.	This includes, but is not limited to, pastoral support and provision of placements.
	Personal data, such as name and contact details, as defined in the UK GDPR Article 4.1 and The Data Protection (Bailiwick of Guernsey) Law 2017 section 111, pertaining to Placement Supervisors for current undergraduate students at Moorlands.	<p>The sharing of data between organisations is necessary for the fulfilment of the student's contract of studies with Moorlands and the provision of services as outlined in the 'Services Agreement'.</p> <p>This includes, but is not limited to, the provision of placements.</p>
	Special category personal data, such as religious belief, disability, and health, as defined in the UK GDPR Article 9.1 and The Data Protection (Bailiwick of Guernsey) Law 2017 section 111, pertaining to current undergraduate students at Moorlands.	<p>The sharing of data between organisations is necessary for the fulfilment of the student's contract of studies with Moorlands and the provision of services as outlined in the 'Services Agreement', and for the organisations to best perform their duties of care to the student.</p> <p>This includes, but is not limited to, pastoral support, involvement in the assessment process of any assignments that are undertaken within the structures of pastoral support, and provision of placements.</p>
6	Conditions for processing Personal Data – UK GDPR Article 6, and The Data Protection (Bailiwick of Guernsey) Law 2017 Schedule 2.	
	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 (in case of applicants and current students)
	(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.	Y (in case of current students)
	(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.)	Y (in the case of potential applicants, within the remit of the privacy policies of both controllers)
7	Conditions for processing Special Categories of Personal Data – UK GDPR Article 9, and The Data Protection (Bailiwick of Guernsey) Law 2017 Schedule 2.	
	Conditions for processing special category data	Tick which one you are using
	(a) Explicit consent: (the data subject has given explicit consent)	Y (in case of current students)
	(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)	
	(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)	
	(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>(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 only):</p> <p>No.</p>	
8	<p>Individual rights and preferences – UK GDPR Articles 15-22, The Data Protection (Bailiwick of Guernsey) Law 2017 sections 12-25.</p> <p>Both parties will facilitate the exercising of legal rights from data subjects in accordance with their privacy and data protection policies, 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>SWYM 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 will review complaints and requests in line with its Data Protection Policy, Student T's&C's, SAR policy and Retention Schedules. The College will work to respond to the data subject and reach a suitable conclusion in line with its 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. 	

	<p>2. Often this data sharing will take place in conversation. Where data sharing occurs in writing, secure email 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.</p> <p>3. This is likely to pertain to fewer than 50 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.</p>
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>SWYM' Data Protection Lead: privacy@swym.org.uk</p> <p>Moorlands Data Protection Team: dataprotection@moorlands.ac.uk</p>
15	<p>Commencement of agreement</p> <p>November 2023</p>
16	<p>Review of agreement</p> <p>The agreement will be reviewed by both parties as part of the regularised review of the 'Services Agreement', 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 the 'Services Agreement' 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.</p>
21	<p>Signatories</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;">  <p>Paul Friend Director SWYM</p> </div> <div style="width: 45%; text-align: right;">  <p>23/11/23 Matt Mellor Director of Operations Moorlands College</p> </div> </div>