

DATED

DO NOT DATE

**DATA SHARING AGREEMENT**

**IN RELATION TO THE ROLE OF THE COMMUNITY DEVELOPMENT  
COORDINATOR**

between

**GEDLING BOROUGH COUNCIL**

and

**Age UK**

and

**ASHFIELD DISTRICT COUNCIL**

and

**BROXTOWE BOROUGH COUNCIL**

and

**PARTNERSHEALTH LLP**

and

**PRIMARY INTEGRATED COMMUNITY SERVICES LIMITED**

and

**RUSHCLIFFE BOROUGH COUNCIL**

This Agreement is dated

DO NOT DATE

## **PARTIES**

- (1) **GEDLING BOROUGH COUNCIL** of Civic Centre Arnot Hill Park Arnold Nottingham NG5 6LU (**GBC**)
- (2) **AGE UK NOTTINGHAM AND NOTTINGHAMSHIRE** a charity and company registered in England and Wales (registered charity no. 1067881 and registered company no. 03455485) whose registered office is Bradbury House, 12 Shakespeare Street, Nottingham, Nottinghamshire, NG1 4FQ (**AUK**)
- (3) **ASHFIELD DISTRICT COUNCIL** of Urban Rd, Kirkby in Ashfield, Nottingham NG17 8DA (**ADC**)
- (4) **BROXTOWE BOROUGH COUNCIL** of Foster Avenue Beeston Nottingham NG9 1AB (**BBC**)
- (5) **PARTNERSHEALTH LLP** incorporated and registered in England and Wales with company number OC402069 whose registered office is at Easthorpe House, 165 Loughborough Road, Ruddington, Nottingham, NG11 6LQ (**PLLP**)
- (6) **PRIMARY INTEGRATED COMMUNITY SERVICES LIMITED** incorporated and registered in England and Wales with company number 08763136 whose registered office is at Unit H4 Ash Tree Court Mellors Way, Nottingham Business Park, Nottingham, NG8 6PY (**PICS**)
- (7) **RUSHCLIFFE BOROUGH COUNCIL** of Rushcliffe Arena, Rugby Road, West Bridgford, Nottingham, NG2 7YG (**RBC**)

## **1. DEFINITIONS**

**Agreed Purposes:** To identify, contact and facilitate community support groups in order to determine whether other patients in their area may be able to benefit from accessing the group and to provide assistance to the groups to enable them to continue to operate.

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Processing and Appropriate Technical and Organisational measures:** as set out in the UK Data Protection Legislation in force at the time.

**Data Discloser:** a party that discloses Shared Personal Data to the other party.

**Data Protection Legislation:** the UK Data Protection Legislation and any other European

Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications)

**Data Receiver:** a party that receives Shared Personal Data from the other party.

**Permitted Recipients:** the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement.

**Personnel:** means any employees, partners, directors and officers of a party, and any workers who are retained by a party under contract and who are line managed by that party

**Shared Personal Data:** the personal data to be shared between the parties under clause 1.1 of this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- a. name;
- b. email address; and
- c. telephone number.

**UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

## **2. SHARED PERSONAL DATA**

**2.1** This agreement sets out the framework for the sharing of Personal Data between the parties as joint controllers. Each party acknowledges that the Data Discloser will disclose to the other party/s Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

**2.2** The Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Agreement. Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

**2.3** Each party shall appoint a single point of contact (**SPoC**) who will work together to reach an agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing initiative. The points of contact for each of the parties are:

**(1) GBC:** Fiona Hextall, Sports and Health Development Officer, Community Relations, Fiona.hextall@gedling.gov.uk, 0115 9013635

**(2) AUK:** Jackie McGuinness, Service Manager, jackie.mcguinness@ageuknotts.org.uk 01623 488212

(3) **ADC:** Dianne Holmes, Health and Wellbeing Officer, D.C.Holmes@ashfield.gov.uk, 01623 457233

(4) **BBC:** Alex McLeish, Communities Officer (Health), Alex.Mcleish@broxtowe.gov.uk, 0115 917 3431

(5) **PLL:** Suzy Lyon, Business Manager, suzy.lyon@nhs.net, 0115 883 7905

(6) **PICS:** Nicky Render, Care Coordinator/ IT Manager, nicky.render@nhs.net, 0115 883 8085

(7) **RBC:** Derek Hayden, Principle Community Development Officer, DHayden@rushcliffe.gov.uk, 0115 9148270

**2.4** Each party undertakes to obtain an individual's consent as the lawful basis for Data Processing, such consent will be signified by some communication between the individual and the Data Discloser. If the Individual does not respond this cannot be assumed as implied consent.

**2.5** Each party agrees to:

2.5.1 only permit access to and share the Shared Personal Data with its Personnel engaged in the delivery of the Agreed Purposes;

2.5.2 ensure that all Personnel who have access to the Shared Personal Data only use and/or process that Shared Personal Data in accordance with this Agreement; and

2.5.3 ensure that it takes all reasonable steps to ensure the reliability and integrity of its Personnel engaged in the delivery of the Agreed Purposes who have access to the Shared Personal Data and ensure that they:

- a) are aware of and comply with the parties obligations under this Agreement;
- b) are obliged to keep the Shared Personal Data confidential;
- c) are informed of the confidential nature of the Shared Personal Data and do not publish, disclose or divulge any of the Shared Personal Data to any third party unless permitted by this Agreement; and
- d) have undergone adequate training in the use, care, protection and handling of Personal Data.

### **3. EFFECT OF NON-COMPLIANCE WITH UK DATA PROTECTION LEGISLATION**

**3.1** Each party shall comply with all the obligations imposed on a Controller under the UK Data Protection Legislation, and any material breach of the UK Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

### **3. DATA PROTECTION BREACH**

3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Parties promptly and without undue delay, and in any event within 24 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Parties and its advisors with:

(a) sufficient information and in a timescale which allows the other Parties to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;

(b) all reasonable assistance, including:

(i) co-operation with the other Parties and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;

(ii) co-operation with the other Parties including taking such reasonable steps as are directed by the other Parties to assist in the investigation, mitigation and remediation of a Personal Data Breach;

(iii) co-ordination with the other Parties regarding the management of public relations and public statements relating to the Personal Data Breach; and/or

(iv) providing the other Parties and to the extent instructed by the other Parties to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as if it was that Party's own data at its own cost with all possible speed and shall provide the other Parties with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Parties, as soon as possible and within 48 hours of the Personal Data Breach, information relating to the Personal Data Breach, in particular:

(a) the nature of the Personal Data Breach;

(b) the nature of Personal Data affected;

(c) the categories and number of Data Subjects concerned;

(d) the name and contact details of the Party's Data Protection Officer or other relevant contact from whom more information may be obtained;

(e) measures taken or proposed to be taken to address the Personal Data Breach; and

(f) describe the likely consequences of the Personal Data Breach.

## **4. OBLIGATIONS**

### **4.1 Each party shall:**

**(a)** ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;

**(b)** give full information to any Data Subject whose Personal Data may be processed under this agreement of the nature such processing and their rights under Part 3, Chapter 3 of the Data Protection Act 2018. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients or their successors;

**(c)** process the Shared Personal Data only for the Agreed Purposes;

**(d)** not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients without the express written consent of the Data Subject;

**(e)** ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;

**(f)** ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;

**(g)** not transfer any Personal Data received from the Data Discloser outside the EEA unless the prior written consent of the Parties has been obtained and the following conditions are fulfilled: the transferor shall:

**(i)** comply with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and

**(ii)** ensure that:

- (i)** the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or
- (ii)** there are appropriate safeguards in place pursuant to Article 46 GDPR; or
- (iii)** one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

**(h)** comply with its obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. The Parties acknowledge that once a Party has received data under this Agreement it will be responsible for ensuring that its own Processing of that data complies with this clause;

**(i)** agree to treat the data received by them under the terms of this Agreement as confidential and shall safeguard it accordingly. Respect for the privacy of individuals will be afforded at all stages of Processing; and



(j) notify the other parties to this Agreement of any complaint received from any person about the sharing of data under this agreement or any correspondence from the Information Commissioner or other regulator regarding the sharing of data under this Agreement.

## **5. MUTUAL ASSISTANCE**

**5.1** Each party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation.

**5.2** Each party shall:

(a) consult with the other party about any notices given to Data Subjects in relation to the Shared Personal Data;

(b) promptly inform the other Parties about the receipt of any Data Subject access request;

(c) provide the other Parties with reasonable assistance in complying with any Data Subject access request;

(d) not disclose or release any Shared Personal Data in response to a Data Subject access request without first consulting the other Parties wherever possible;

(e) assist the other Parties in responding to any request from a Data Subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, Personal Data Breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;

(f) maintain complete and accurate records and information to demonstrate its compliance with this clause 5.2 and allow for audits by the other Parties or the other Parties' designated auditor; and

(g) assist the other Parties, in responding to requests made under the Freedom of Information Act 2000 or Environmental Information Regulations 2004 in relation to the data shared under this Agreement to ensure a co-ordinated and consistent response

## **6. INDEMNITY**

**6.1** Each party shall indemnify the other against all liabilities, reasonable costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the UK Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

## **7. ICO GUIDANCE**

- 7.1** The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Council may on not less than thirty (30) Business Days' notice to the other Parties amend the Agreement to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

## **8. DATA RETENTION, AMENDMENT AND DELETION**

- 8.1** The Data Receiver shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes.
- 8.2** Notwithstanding clause 8.1, parties shall continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable.
- 8.3** Each party shall ensure that inaccurate Personal Data is amended or deleted as appropriate and will notify the other Parties promptly of the amendment or deletion of any Personal Data that has been shared under this Agreement.
- 8.3** The Data Receiver shall ensure that any Shared Personal Data are returned to the Data Discloser or destroyed in the following circumstances:
- (a) on termination of the Agreement;
  - (b) on expiry of the Term of the Agreement;
  - (c) once processing of the Shared Personal Data is no longer necessary for the purposes it was originally shared for.
- 8.4** Following the deletion of Shared Personal Data in accordance with clause 8.3, the Data Receiver shall notify the Data Discloser that the Shared Personal Data in question has been deleted in accordance with the relevant Party's document retention and destruction policy.

## **9 DATA PROTECTION OFFICERS**

- 9.1** Each Party shall notify the other Parties of the name, email address, and direct dial telephone number of any Data Protection Officer and promptly notify the other Parties of any changes to those details.

## **10. COUNTERPARTS**

- 10.1** This Agreement may be executed in any number of counterparts, each of which when executed and dated shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 10.2** No counterpart shall be effective until each party has executed at least one counterpart.



This Agreement has been completed and takes effect on the date stated at the beginning of it.

Signed by .....  
for and on behalf of Gedling Borough  
Council

.....  
Director and Authorised Signatory

Signed by MICHAEL TINKLER .....  
for and on behalf of Age UK  
Nottingham and  
Nottinghamshire

 .....  
Director and Authorised Signatory

Signed by .....  
for and on behalf of Ashfield  
District Council

.....  
Director and Authorised Signatory

Signed by .....  
for and on behalf of  
Broxtowe Borough Council

.....  
Director and Authorised Signatory

Signed by .....  
for and on behalf of  
Partnershealth LLP

.....  
Director and Authorised Signatory

Signed by .....  
for and on behalf of Primary Integrated  
Community Services Limited

.....  
Director and Authorised Signatory

Signed by .....  
for and on behalf of Rushcliffe Borough  
Council

.....  
Director and Authorised Signatory

