

DATED October 2021

## DATA SHARING AGREEMENT

**The Ramblers Association**

and

**Age UK Nottingham & Nottinghamshire (Age UK Notts), a company registered in the United Kingdom under number 3455485, whose registered office is at The Sybil Levin Centre, 577a Nuthall Road, Nottingham, NG8 6AD.**



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This Agreement is dated 14<sup>th</sup> September 2021.

## Parties

- (1) The Ramblers' Association, a charity registered with the Charity Commission (registration number 1093577) and with the Scottish Charity Regulator (registration number SC039799) with registered office 1 Clink Street, 3<sup>rd</sup> Floor, London SE1 9DG ("**Ramblers**"); and
- (2) Age UK Nottingham & Nottinghamshire (Age UK Notts), a company registered in the United Kingdom under number 3455485, whose registered office is at The Sybil Levin Centre, 577a Nuthall Road, Nottingham, NG8 6AD. (the "**Local Partner**");

(each a "**Party**"; collectively the "**Parties**").

## Background

- (A) Wellbeing Walks is an England wide network of wellbeing and health walks helping people across the country lead a more active lifestyle ("**Schemes**"). The Ramblers run the Schemes centrally through a dedicated short walks team providing advice, support and an infrastructure which includes a central data base.
- (B) The Local Partner works with the Ramblers to promote and administer the Wellbeing Walks programme. As part of this work, the Local Partner and Ramblers are each required to process personal data about participating walkers ("**Walkers**").
- (C) The Local Partner and the Ramblers have previously signed another agreement (the "**Partner Agreement**"), setting out the general obligations and rights between the Parties relating to the Wellbeing Walks.
- (D) The Parties agree to share Data (as defined below) with each other on the terms set out in this Agreement.

## Agreed Terms

### 1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

#### 1.1 Definitions:

**"Data"** means the Personal Data about Walkers set out in Schedule 1 of this Agreement and shared between the Parties under this Agreement;

**"Data Protection Law"**: means the UK GDPR, the Data Protection Act 2018 and/or any other applicable law or regulation relating to the processing of Personal Data and/or governing individuals' rights to privacy.

**"Data Receiver"**: means the party in receipt of a disclosure of Data from the other Party.

**“EU GDPR”:** means the EU General Data Protection Regulation (EU) 2016/679;

**“UK GDPR”:** means the implementation of the EU GDPR into UK law.

1.2 **“Controller”, “Processor”, “Data Subject” and “Personal Data”, “Personal Data Breach”, “Special Categories of Personal Data” and “Processing”** shall have the meanings given to them in the Data Protection Law.

## 2. **Purpose and Responsibilities**

2.1 The purpose of this Agreement is to allow the Parties to share Data with each other in connection with the Schemes.

2.2 Schedule 1 of this Agreement sets out the description of the Data to be shared and the purposes for the sharing of Data between the Parties. The parties shall not process Data in a way that is incompatible with the purposes described in Schedule 1.

2.3 Each party is an individual Controller and will be responsible for the lawful Processing of the Data, informing Data Subjects about the use of their Personal Data, the security of Personal Data, ensuring Data Subjects can exercise their rights (as well as answering any requests from a Data Subject exercising such rights) and for complying with their obligations as individual Controllers under the Data Protection Law (including complying with rules concerning international data transfers).

2.4 Both Parties shall take reasonable steps to ensure that the Data is accurate and up to date.

2.5 Neither Party shall knowingly take any action or omit to take any action that could result in the other Party contravening its obligations under Data Protection Law.

## 3. **Lawful Basis**

Both Parties shall only share Data in reliance on a lawful basis under Data Protection Law. Schedule 1 contains further details on the lawful basis.

## 4. **Confidentiality and Security**

4.1 The Parties will treat the Data as confidential and will ensure that it discloses such Data to other parties where required for the purposes set out in Schedule 1, where required by law and where necessary to protect its own or another party's interests.

4.2 The Parties undertake to have in place throughout the term of the Agreement appropriate technical and organisational security measures to:

4.2.1 prevent:

(a) unauthorised or unlawful Processing of the Data; and

(b) the accidental loss or destruction of, or damage to, the Data

4.2.2 ensure a level of security appropriate to:

(a) the harm that might result from such unauthorised or unlawful Processing or accidental loss, destruction or damage; and

- (b) the nature of the Data to be protected.
- 4.3 It is the responsibility of each Party to ensure that its staff members are appropriately trained to handle and process the Data in compliance with Data Protection Law.
5. **Method of Sharing**
- 5.1 The Data shall be transferred by both Parties through a secure portal. The Local Partner shall ensure that the secure portal is accessible by authorised personnel of the Local Partner.
- 5.2 For the avoidance of doubt, the parties do not intend to share any Special Categories of Data between them. Any Special Categories of Personal Data shall be effectively anonymised and aggregated before any sharing of such data takes place. .
- 5.3 The Parties shall, where necessary and in good faith, consult and agree on a format for sharing the Data to ensure compatibility and interoperability of systems.
6. **Duration and Termination of Agreement**
- 6.1 This Agreement shall become effective on the date it has been signed by the Parties and shall continue in full force and effect until terminated by either party. The Agreement may be terminated without cause by either Party on no less than thirty (30) day's prior written notice to the other Party.
- 6.2 This Agreement will automatically terminate if the Partner Agreement between the Local Partner and the Ramblers expires or terminates.
- 6.3 In the event of termination of this Agreement for any reason, the Parties will cease sharing Data and promptly in good faith discuss a process for retaining and/ or, where appropriate, securely deleting Data or amending the access rights which the Parties have to the Data.
7. **Individuals' Rights**
- 7.1 Both Parties are responsible for responding to the requests and complaints of Data Subjects relating to their Data (including the right of access, right to object, right of erasure and right to rectify). In the event that one party (the 'first party') receives a request from a Data Subject concerning Data (an "**Individual Request**"), where the Data includes Personal Data it has received as a Receiving Party, then;
- 7.2 The first party shall, within two working days, notify the other party and the Parties shall consult together in good faith on the response to the Individual Request; and
- 7.3 The first party shall be responsible for responding to that Individual Request.
8. **Information Commissioner's Office**
- 8.1 In the event that the Information Commissioner's office ("**ICO**") contacts either Party with reference to the Data and/ or the Schemes, the Party that has been contacted by the ICO shall notify the other Party promptly, and in any case no later than within one working day, and the Parties shall work together in good faith to respond to any questions or concerns raised by the ICO.

9. **Data Security Breach**

- 9.1 In the event that a Party becomes aware of a Personal Data Breach affecting the Data, that Party shall notify the other Party promptly, and in any case no later than within 72 hours of becoming aware, and the Parties shall work together in good faith to ensure that the obligations under the Data Protection Law are complied with relating to notifying Data Subjects and the ICO if applicable.

In the event of a personal data breach each party will provide to the other party information relating to such breach and in particular:

1. the nature of the Personal Data Breach;
2. the nature of personal data affected;
3. the categories and number of data subjects concerned;
4. the name and contact details of the party's Data Protection Officer or relevant contact from whom more information may be obtained;
5. measures taken or proposed to be taken to address the Personal Data Breach including any training, system changes which will need to be implemented to prevent a re-occurrence; and
6. describe the likely consequences of the Personal Data Breach

Indemnity

Each party shall indemnify the other against liabilities, reasonable costs, expenses, damages and losses suffered or incurred by the indemnified party arising out of or in connection with the breach of UK Data Protection Legislation by the indemnify party, its employees or agents, provided that the indemnified party gives the indemnifier prompt notice of such claim, 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.

10. **Review**

- 10.1 Not more than once every twelve (12) months, a Party may request that the other Party consult with it to review this Agreement to ensure ongoing compliance with Data Protection Law or any necessary amendments to reflect how Data is shared.

11. **Amendment**

- 11.1 This Agreement may only be modified or amended in writing and signed by authorised signatories of both Parties.

12. **Entire Agreement**

- 12.1 This Agreement constitutes the entire agreement between the Parties on this subject-matter (i.e. the sharing of Data) and supersedes all previous agreements, assurances, warranties, representation and understandings between the Parties related to this subject-matter (including any such provisions in any previous data sharing agreement concerning the Data or the Partner Agreement).

13. **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

14. **Counterparts and Signature**

This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute the same instrument. Subject to applicable law, both Parties agree that this document and its signature can be established in electronic form by facsimile or a scanned copy sent via email, or by digital signature where authentication and audit trail can be established and that, in electronic form, they shall be deemed originals.

Signed for and on behalf of:

**The Ramblers Association**



Name:

Title:

Age UK Nottingham & Nottinghamshire

*M Elliott*

21/10/2021

Name: Michelle Elliott

Title: Joint Chief Executive

**Schedule 1 – Data shared between the parties**

Category of Data	Purposes of the Sharing	Lawful Basis of the Sharing with the other Party
Individual names and contact information (email, telephone, home address)	Administer Wellbeing Walks, including general management, duty of care and health and safety compliance.	Legitimate interest (or in the case of a public authority – public interest)
	Sharing marketing permissions with the other Party, who wish to provide personalised email, SMS, post and phone communications to individuals (who have consented to hear more about Ramblers work and/ or from the Local Partner)	Consent
OPTIONAL DATA PROVIDED BY INDIVIDUAL: [Aggregated and anonymised health, religion, ethnicity, sexuality data]	[For the purposes of diversity and inclusion monitoring in Wellbeing Walks]	[Equality of opportunity or treatment (Data Protection Act Part 2, paragraph 8)]