

INFORMATION SHARING AGREEMENT

between

Engineering and Physical Sciences Research Council

and

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Annex A –

Principles of the Data Protection Act

1. Introduction

1.1 Under the Data Protection Act 1998, organisations are required to put in place an Agreement between them and any other organisation which intends to process personal data shared with them for specified purposes.

2. Partners

2.1 In consideration of being granted access to EPSRC held personal information, the partners to this Data Sharing Agreement are:

- Engineering and Physical Sciences Research Council (EPSRC)
Polaris House
North Star Avenue
Swindon
Wiltshire SN2 1ET

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3. Definitions

3.1 In this agreement, 'data' are defined as recorded personal information in any format, whether stored electronically or in structured paper based filing systems.

3.2 In this agreement, 'EPSRC' means Engineering and Physical Sciences Research Council Swindon Office and means

3.3 In this Agreement, 'Partners' means EPSRC and

4. Background

4.1

4.2 The

5. Purpose and Scope

5.1 The purpose of this document is to clearly outline the relationship between EPSRC and **** in respect of ****. It identifies the roles and responsibilities of each Partner and defines the ownership, handling, use expectations and retentions of that personal data by setting out the underpinning terms and requirements during the sharing period, necessary to comply with the Data Protection Act 1998.

6. Data Ownership

- 6.1 The data being shared are and will remain the property of EPSRC.
- 6.2 Both Partners are committed to complying with the eight principles of the Data Protection Act 1998 (at Annex A).

7. Data to be Shared

- 7.1 The dataset required by ** consists of **both personal and award related data*

Examples:

Personal Data –

Title, first name or initial, surname

Je-S personal ID

Applicant Role(s)

Award Data –

Reference Number

Title

Technical summary

Committee

Initiative

Office assigned classifications

Start date

End date

Duration

Institution

Institution department

Session

Round

Award value

Annual spends

Associations between awards (i.e. joint grants or transferred grants)

- 7.2 *No sensitive personal data will be disclosed, or confidential information relating to sensitive areas of research and awards.*

8. Data Use

- 8.1 The information provided by EPSRC to * will be used solely for ****describe the proposed data use as well as the reason/business need/objective for EPSRC to share/provide access to this information****.

9. Data Quality

- 10.1 While the information provided by EPSRC is believed to be reliable, no representation is made as to its accuracy or completeness. are urged to make your own evaluation of the material provided.

10. Data Access

For describing how the information will be provided - whether access will be granted on site, whether recipient will need to remove the information from site and if so how this will be carried out, i.e. by email, hard copy etc and who specifically is authorised to have access.

10.1 The information will be provided to *** by ***method/format (email, hard copy etc)***.

OR

10.2 The data will be securely transmitted to you in the form of a spreadsheet(s) submitted to a secure file transfer site. Access details to the site will be sent to you within a separate email.

10.3 The individuals named below, employed by ***Recipient of data*** are the only persons who will have the authority to access the data. All named persons have read this Agreement and agree to its terms. *** agree that they will seek approval from EPSRC should any additional individuals be required to have access to the data.

1. Name
2. Name
3. Name

11. Responsibilities and Expectations of **

Administration and Management

11.1 To accept the role of Data Processor.

11.2 Prompt action will be taken to log and advise EPSRC about any loss, breaches of confidence¹, unauthorised access or disclosure, or any other confidentiality issues, events or incidents related to the data should they occur.

11.3 EPSRC will be notified should there be any:

- non-compliance with the Data Protection Act
- request for access to the personal data

11.4 No sub-contractors will be appointed as further data processors.

¹ Confidentiality breaches are defined as accidental or intentional personal data loss, unlawful destruction or alteration, unauthorised access, unauthorised disclosure, administrative negligence, violations of data protection rights and any breaches of confidence that cause damage or distress to an individual.

- 11.5 Training will be provided to all ** staff with access to the data on best practice processing and management of personal data.
- 11.6 The data will not be transferred outside the UK in any circumstances other than at EPSRC's specific request or without prior agreement from EPSRC.

Information Security and Access

- 11.7 Appropriate administrative and technical measures are in place against accidental or unauthorised disclosure or access, and that in the event of a security incident, you will co-operate with us to minimise the impact of data loss.
- 11.8 The information will be held securely, kept confidential and shall not be disclosed to other individuals or organisations in any manner whatsoever, in whole or in part.
- 11.9 The data will be held in an appropriately secure manner, with administrative and technical measures in place to guard against accidental or unauthorised disclosure or access, accidental or unlawful destruction, loss or alteration.

Retention and Disposal

- 11.10 The data will be processed for the agreed term, through its' receipt, management, handling, access and retention to its' disposal at the end of the agreed retention period.
- 11.11 Suitably secure disposal processes will be in place for all data, both in paper and electronic form, which will be destroyed at the end of the agreed term.

12. Disclosure of Information within this Agreement

- 12.1 EPSRC operates in accordance with the UK Data Protection Act 1998 and respects its duties of confidentiality. In the event of a request for disclosure of any identifying personal information contained within this Agreement, EPSRC agree to consult the individual concerned to obtain permission to disclose that information.
- 12.2 All recorded information held by us is subject to the provisions of the UK Freedom of Information Act 2000 and the Data Protection Act 1998.
- 12.3 EPSRC will disclose the information contained within this Agreement in the event of a request for that information.

13. Primary Contacts

13.1 EPSRC

Phone: 01793

Email:

Phone: 01793

Email:

13.2 **
—

Phone:

Email:

14. Terms of Agreement

14.1 Both Partners agree that by signing this document, they are in agreement to the terms set out in this Agreement.

14.2 In the event of a dispute arising as a consequence of this Agreement, both Partners will, as far as possible, attempt to resolve the matter through staff discussion. If issues remain unresolved after 30 days, or after all reasonable steps have been taken by staff, the dispute may be elevated to the appropriate senior management of both Partners for joint consideration, discussion and resolution.

14.3 By signing and returning this Agreement to EPSRC, *** indicate agreement to the terms set out in this Data Sharing Agreement.

14.4 This agreement shall be governed by English law, and the English Courts shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with it.

15. Termination of Agreement

15.1 This agreement is effective until (date ***** - suggest immediately after requirement met), after which time you must ensure the information is deleted and removed from your electronic system/shredded etc (whichever applies).

16. Signatories

EPSRC
Name:
Designation:

Signature – For and on behalf of EPSRC

Date

**

Name:

Designation:

Signature – For and on behalf of **

Date

ANNEX A

To

Data Sharing Agreement Between EPSRC, **

The Eight Principles of the Data Protection Act

- 1. Personal data must be fairly and lawfully processed, and in particular, shall not be processed unless:**
 - a. at least one of the conditions in Schedule 2 of the Act is met, and
 - b. in the case of sensitive personal data, at least one of the conditions in Schedule 3 of the Act is also met.

When obtaining data from data subjects, organisations must be clear about why the information is wanted and must make data subjects aware of their legitimate reason for asking for it.

- 2. Personal data shall be obtained and used for one or more specified and lawful purposes, and shall not be processed in any manner incompatible with that purpose or purposes.**

Personal data must only be obtained for specified purposes and may only be processed in accordance with those purposes.

- 3. Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.**

Data controllers should ensure that only the data needed for the specified purpose of data processing is collected. This requires data to be adequate, prohibiting the collection of excessive data 'just in case' it's needed.

- 4. Personal data shall be accurate and, where necessary, kept up to date.**

Data controllers must provide some method for data subjects to check and verify their information, on a regular basis, held by organisations to ensure that personal data is kept up to date and any mistakes corrected.

- 5. Personal data shall not be kept for longer than is necessary for the purpose or purposes it was collected for.**

The DP Act does not define 'longer than necessary' but states that personal data must only be held up to the point when the purpose for keeping the data has ceased.

- 6. Personal data shall be processed in line with the individuals' rights.**

Organisations will be in breach of this principle if they:

- a) *contravene the rights of access provisions in Section 7 of the DPA*
- b) *fail to comply with a justified request to cease processing*
- c) *fail to comply with a request to cease direct marketing*
- d) *fail to comply with a request in relation to automated decision making*

7. Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

Examples of security measures include:

- a) *having passwords on computers, which are changed regularly.*
- b) *positioning computer terminals so casual callers cannot see the screen.*
- c) *locking your computer when away from your desk.*
- d) *providing procedures to verify the identity of telephone callers.*
- e) *having back-up computer files and keeping them securely.*

8. Personal data shall not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of their personal data.

*Data can only be transferred to countries outside the EEA as long as the organisation in question complies with a Data Sharing Agreement or in consideration of the **US Safe Harbour Principles/model clauses Annex B***