Information Sharing Agreement (ISA) template

## Controller to Controller

The following agreement governs the University of Essex sharing defined sets of personal data with another data controller for agreed and limited purposes, with a defined legal basis under data protection law.

Both parties are separately responsible for compliance with the UK General Data Protection Regulation [hereafter ‘UK GDPR’], the Data Protection Act 2018 [hereafter ‘DPA 2018’] and any associated privacy laws.

Please provide a copy of the draft agreement to the University’s Data Protection Officer for comment at: [dataprotectionofficer@essex.ac.uk](mailto:dataprotectionofficer@essex.ac.uk)

### Parties to the Information Sharing

This agreement is made on [date] between:

|  |  |
| --- | --- |
| Name: | University of Essex |
| Address: | Wivenhoe Park, Colchester, Essex CO4 3SQ |
| ICO registration number: | Z699129X |

and

|  |  |
| --- | --- |
| Name: |  |
| Address: |  |
| ICO registration number: |  |

## Nominated representatives

For the business or departmental owner of the sharing:

|  |  |
| --- | --- |
| Name:  *Name, job title, contact details* |  |
| Name:  *Name, job title, contact details* |  |

Data Protection representatives for each controller:

|  |  |
| --- | --- |
| Name:  *Name, job title, contact details* |  |
| Name:  *Name, job title, contact details* |  |

## Description of information to be shared

### 3.1 Purposes of the processing

*[Purpose]*

### 3.2 Description of the data

Define the data to be shared in detail. Add them to the relevant box in the table, which relates to the types of data defined in data protection law.

|  |  |
| --- | --- |
| Types of data | Description |
| **Personal data** |  |
| **Special Category data**  *(Special category personal data includes physical or mental health or condition, sexual life, religious / other beliefs, political opinions, trade union membership, biometric or genetic information used can identify an individual)* |  |
| **Criminal Convictions data**  *(personal data relating to criminal convictions and offences or related security measures, including criminal activity, allegations, investigations and proceedings)* |  |

### Legal basis for processing

|  |  |  |
| --- | --- | --- |
| Types of data | GDPR Article 6 legal basis | GDPR Article 9 legal basis and related DPA 2018 conditions |
| Personal data |  | Not applicable |
| Special category data |  |  |
| Criminal convictions data |  |  |

## Process for sharing data

### 4.1 Data transfer

***Guidance:*** *A secure method of transferring the data under this agreement should be put in place, appropriate to the risk associated with the data. This could include password protected files, uploads to a shared folder or server*

The transfer of data between the partner institutions and will be achieved by:

The provision of a password protected attachment to a specified email address.

Password provided separate to the email.

Email and attachment will be removed from inbox after information is successfully transferred

The following staff will have access to the data shared:

*Add staff job titles / teams with access*

## 5 Data retention

### 5.1 Duration of the processing

*Describe the timeframe for the sharing and storage of the data*

### 5.2 Retention policy

Each party will retain the data according to their own retention policy and in line with the GDPR ‘purpose limitation’ principle.

The data will be retained for the following periods:

*Add retention*

The rationale behind this retention period is *(e.g. Limitation Act 1980 or end of academic year)*

The trigger point for the retention schedule is (*e.g. termination of the contract or graduation)*

### 5.3 Method of deletion

Deletion of data in both digital and hard copy shall be secure and auditable. Any third parties engaged to perform deletion will do so under the terms of a formal contract.

## 6 Organisational responsibilities

### 6.1 Compliance with data protection law

Both parties are separately responsible for compliance with the UK GDPR, the DPA 2018 and any associated privacy laws.

### 6.2 Appropriate technical measures

Both parties will ensure that appropriate technical measures are put in place to prevent unauthorised access or loss of personal data. This will include IT security infrastructure and relevant staff training and awareness.

### 6.3 Privacy notices

Both parties are responsible for providing transparent and compliant privacy information to the data subjects in scope of the information sharing agreement.

### 6.4 Rights of data subjects

Both parties will have in place their own procedures for dealing with data rights requests under Chapter 3 of the UK GDPR. If required, both parties will provide each other with reasonable assistance to ensure the rights of data subjects are met.

### 6.5 Data processors

Where either party engages a data processor for the data in the scope of the information sharing agreement, they will do so under the terms of a formal contract in line with the requirements of GDPR Article 28.

### 6.6 Data breach

If either party becomes aware of any potential data breach of security, which involves data supplied by the other party, it must be raised with a named, point of contact immediately. Both parties may consult each other on decisions to notify the Information Commissioner’s Office or the affected individuals, but each party will make its own decision on both actions.

### 6.7 International data transfers

Where data in the scope of this agreement is transferred outside of the UK, both parties will ensure one of the following is in place:

* the destination country is in the EEA
* the destination country has an EU ‘adequacy’ finding
* an appropriate safeguard is in place and transfer risk assessment completed
* a derogation under GDPR Article 49 applies (for one-off sharing)
* a DPA 2018 exemption in regard to international data transfers applies

### 6.8 Third party access

Both parties will not provide third parties, such as law enforcement or government agencies, with access to the information in this agreement unless a relevant DPA 2018 exemption applies.

## 7. Review

This agreement is to be reviewed X months / years after coming into effect, and subsequently every X months / years thereafter. This agreement may be shared on request by your institution with XXXX and those participating in XXXX activities. Any breaches of this agreement shall be investigated by XXXX

## 8. Approval

Agreement to work together as outlined in this Information Sharing Agreement:

|  |  |  |
| --- | --- | --- |
| Version | Author | Comments |
| 0.1 |  | Initial draft |
|  |  |  |
|  |  |  |

## 9. Version control

|  |  |  |
| --- | --- | --- |
| Version | Author | Comments |
| 0.1 |  | Initial draft |
|  |  |  |
|  |  |  |

## 10 Appendix

*Add any relevant information / template / procedure as required*