### LONDON’S GLOBAL UNIVERSITY



# Data Sharing Agreement

between

**University College London**

and

**[INSERT NAME OF OTHER DATA CONTROLLER]**

|  |  |
| --- | --- |
| Date this Agreement comes into force: | [DATE] |

## Parties to this Agreement

1. **UNIVERSITY COLLEGE LONDON** a body corporate established by Royal Charter with company number RC000631 of Gower Street, London, WC1E 6BT (**UCL**); and
2. [**NAME OF** **OTHER DATA CONTROLLER] [DESCRIPTION, COMPANY NUMBER AND REGISTERED ADDRESS]** (**[X]**).

## Purpose

1. This Agreement establishes the terms and conditions under which the parties will share personal data in connection with the [project]. ***[Note: describe project and the personal data that will be shared as part of the project.]***
2. The parties shall share the personal data described in 2(a) above only in accordance with the terms of this Agreement.

## Term and termination

1. This Agreement shall commence on the date set out at the beginning of it and shall continue until [DATE] unless terminated earlier in accordance with its terms.
2. Either party may terminate this Agreement with immediate effect by giving written notice to the other party if that other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
3. Clause 3 (Term and termination) and Clause 4 (Data protection) shall survive the termination or expiry of this Agreement, as shall any other Clause which, by its nature, is intended to survive termination or expiry.
4. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

## Data protection

1. In this Clause, the following terms have the following meanings:
2. **Controller** means a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;
3. **Data Protection Laws** means all applicable statutes and regulations in any jurisdiction pertaining to the processing of Personal Data, including but not limited to the privacy and security of Personal Data;
4. **Data Subject** means the individual to whom the Personal Data relates;
5. **Personal Data** means any information relating to an identified or identifiable living individual;
6. **Processing** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, and Process, Processes and Processed shall be construed accordingly; and
7. **Personal Data Breach** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
8. The parties acknowledge and agree that where a party Processes Personal Data under or in connection with this Agreement it alone determines the purposes and means of such processing as a Controller.
9. In respect of the Personal Data a party Processes under or in connection with this Agreement, the party shall:
10. comply at all times with its obligations under the Data Protection Laws;
11. notify the other party without undue delay after becoming aware of a Personal Data Breach; and
12. assist and co-operate fully with the other party to enable the other party to comply with their obligations under Data Protection Law, including but not limited to in respect of keeping Personal Data secure, dealing with Personal Data Breaches, complying with the rights of Data Subjects and carrying out data protection impact assessments.
13. The parties shall work together to ensure that each of them is able to Process the Personal Data it Processes under or in connection with this Agreement for the purposes contemplated by this Agreement lawfully, fairly and in a transparent manner and in compliance with the Data Protection Laws. This shall include but not be limited to entering into such other written agreements as may be required from time to time to enable each party to comply with the Data Protection Laws.

## Miscellaneous

1. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
2. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
3. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.
4. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
5. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
6. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
7. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
8. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.
9. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law.
10. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

Signed for and on behalf of **University College London**

Name (print):

Job title:

Date:Signed for and on behalf of **[INSERT NAME OF OTHER DATA CONTROLLER]**

Name (print):

Job title:

Date: