**Data Sharing Agreement**

between

**Technological University Dublin**

And

**for the provision of xxxxxx**
**Technological University Dublin**

1. **Parties**
	1. Technological University Dublin (hereafter referred to as TU Dublin or the University)

1.2 XX(hereafter referred to as XX)

1. **Background and Introduction**
	1. TU Dublin has a responsibility for
	2. The service provided by the XX
	3. In order for XX, TU Dublin has to share personal data. This agreement sets out the nature of this data sharing and how it will be protected as per data protection legislation.
2. **Interpretation**

“GDPR” shall be taken as a reference to the General Data Protection Regulation, 2016/679 and where the context requires the Data Protection Act 2018

“shared data” means that data shared pursuant to this agreement and listed in Schedule 1 in this agreement.

 “student” means any individual who is a registered student of the University

XX a.n.other

Where the context permits, this agreement relies upon the definitions as set in Article 4 GDPR and Section 2 of the Data Protection Act 2018.

1. **Purpose and Function of this Agreement**
	1. This agreement is required to ensure that the sharing of personal information for the purpose of XX is carried out in accordance with the GDPR and Data Protection Act 2018 and both parties agree to be bound by this agreement.
	2. XX requests from the University who agrees to furnish to XX the information set out in Schedule 1.
	3. The parties agree that this Agreement XX. Such sharing goes no further than is necessary to properly administer
	4. TU Dublin is a data controller in respect of personal information in its possession, and nothing in this agreement should be construed as to vary this position. XX shall assume the role of Data Controller in respect of such information shared with it pursuant to the agreement herein.
	5. The parties shall not process shared personal data in a way that is incompatible with the relevant purposes and this agreement.
2. **Categories of Personal Data Shared Under this Agreement**
	1. The personal data shared by the University with xx is set out in Schedule 1.
	2. Subject to Clause 5.3, the categories and fields of personal data to be shared as currently set out in Schedule 1 may be revised each year by the parties.
	3. Such revision of the categories and fields of personal data shall be notified to the other parties without undue delay. The revised categories and fields of personal data to be shared between the Parties shall form part of the agreement herein without further endorsement of the parties hereto.
3. **Fair and Lawful Processing**
	1. Each party shall ensure that it processes the shared personal data fairly and lawfully in accordance with this agreement during the term. The parties agree that;
		1. The parties shall made the data subject aware of the information required by Article 13 at the point of data collection,
		2. processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract and pursuant to the Technological Universities Act 2018[[1]](#footnote-1).
		3. processing of special category data is necessary for reasons of processing in the course of its legitimate activities with appropriate safeguards by a foundation, association or any other not-for-profit body with a political, philosophical, religious or trade union aim and on condition that the processing relates solely to the members or to former members of the body or to persons who have regular contact with it in connection with its purposes and that the personal data are not disclosed outside that body without the consent of the data subjects[[2]](#footnote-2).
		4. statistical data may be processed in accordance with Article 89 of the GDPR and Section 42 of the Data Protection Act 2018.
	2. XX undertakes to comply with Article 5 of the General Data Protection Regulation and Section 71 of the Data Protection Act 2018 at all times in the processing of any data received by it.
4. **Data Quality, Accuracy, and Currency**
	1. It is important that TU Dublin and XX are in possession of high quality data, in order to XX.  The University shall ensure that data quality assurance procedures are in place in relation to data provided to XX.  The University should seek to ensure that data provided to XX is accurate, complete and up to date.
	2. Where either party becomes aware of inaccuracies in shared personal data, they will notify the other party as soon as reasonably possible and the other party shall take all reasonable steps to rectify such inaccuracies.
	3. The shared personal data shall be limited to the personal data described in **Schedule 1** save for where a revision is made the categories or fields of personal data in accordance with the terms of Clause 5 of this Agreement.
5. **Data Subject Rights**
	1. Chapter 3 GDPR provides for the rights of the Data Subject. Unless agreed otherwise the responsibility for complying with any request made pursuant to Chapter 3 GDPR falls to the party receiving said subject access request. The parties agree insofar as is practicable to provide reasonable and prompt assistance to one another as is necessary to enable them to comply with such requests made and to respond to any other queries or complaints from data subjects.
6. **Data Retention and Deletion**
	1. The University is referred to the most recent XX Data Retention Schedule as outlined in **Schedule 1**. All information shared with xx will be retained in accordance with this schedule, which may be updated periodically and notified to the University as appropriate.
	2. Data destroyed by XX at the end of the retention period shall be done in a secure and verifiable manner.
7. **Sharing with Third Parties**
	1. XX shall not share the shared personal data with any third party except wherein required as set out in Clause 10.2 or permitted by law or by Court order.
	2. XX may share personal data received from the University with a third party where necessary for the performance of a contract to which the data subject is a party or with the consent of the data subject.
	3. XX will only engage data processors in accordance with Chapter 4 GDPR and will not transfer shared data outside the EEA except in accordance with Chapter 5 GDPR.
8. **Security**
	1. The University shall be responsible for the security of transmission of any shared personal data in transmission to XX by using appropriate technical methods.
	2. The Parties agree to implement appropriate technical and organisational measures in accordance with Article 32 of the GDPR to protect the shared personal data in their possession against any Personal Data Breach.
	3. Both parties shall ensure that relevant staff are adequately trained in dealing with personal data, particularly special category data.
9. **Data Breaches and Reporting**
	1. XX agrees to comply with all applicable laws and regulations, the GDPR and with best practice in the area of IT security.
	2. In the event of a Personal Data Breach by either the University or XX, if the breach will have implications for the shared data as per this agreement, either party shall notify the other as soon as possible but no later than within 24 hours.
	3. In the case of a Personal Data Breach, the parties agree to provide reasonable assistance to each other to facilitate the handling of such a breach in an expeditious and compliant manner.
	4. Both parties agree to co-operate in the eventuality of an audit in investigation carried out by the Data Protection Commissioner.
	5. In the event that a Personal Data Breach occurs in respect of the Shared Personal Data while the Shared Personal Data is under the control of XX, XX will be responsible for informing data subjects where the parties have determined the personal data breach is likely to result in a high risk to the rights and freedoms of the data subjects in accordance with Article 34 of the GDPR.
10. **Duration**
	1. This agreement shall remain in force for the duration of the Service Level Agreement, or until the Parties agree to terminate the agreement in writing. Should either party cease to exist, this agreement shall be terminated.
11. **Variation**
	1. No variation of this agreement shall be effective unless it is in writing and signed by the parties to this agreement.
12. **Severance**
	1. If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this agreement shall not be affected.
13. **Jurisdiction**
	1. 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 the laws of the Republic of Ireland.
	2. Both parties shall endeavour to mediate any differences in advance of either party issuing proceedings herein.

**Signed for and behalf of**

**Technological University Dublin**

**Name**

**Role**

**Dated**

**Signed for and behalf of**

**XX**

**Name**

**Role**

**Dated**

**Schedule 1**

|  |  |
| --- | --- |
| Primary Contact for TU Dublin: | Data Protection Officer |
| Primary Contact for XX:  |  |
| XX Data Protection Officer Contact Details: |  |
| Purpose of data sharing: | To administer the  |
| Legal basis: | Article 6 (1) (b), GDPR and Article 9 (2) (d) GDPR  |
| Categories of data subject: |  |
| Categories of data being shared: |  |
| Is the data being shared outside EEA? If yes, what safeguards are in place to protect the data? | Data will not be shared outside EEA.  |
| Retention: | Data will be retained no longer than is necessary to meet the purpose of the processing. It will then be anonymised and retained for statistical purposes as per Article 89 GDPR.All information shared with XX will be retained in accordance with XX Data Retention Schedule, which may be updated periodically and notified to the University as appropriate.Data destroyed by XX at the end of the retention period shall be done in a secure and verifiable manner. |

1. GDPR Art. 6.1 (b) [↑](#footnote-ref-1)
2. GDPR Art. 9.2 (d) [↑](#footnote-ref-2)