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Data Sharing Agreement

Background

- A. The Parties that have entered into Educational Tour Operator's (ETO) Agreement and the UK General Data Protection Regulation (GDPR) requires the Parties to also enter into a separate data sharing agreement governing how the Parties will use Personal Data.
- B. In the event of any conflict between this Agreement and the Educational Tour Operator's Agreement, this Agreement shall prevail.
- C. The Parties are entering into this Agreement on the terms set out below.

1. Definitions

The following terms and expressions have the meanings set out below:

Agreement	means this Data Sharing Agreement.
Controller, Processor, Data Subject, Personal Data, Personal	take the meaning given in the UK GDPR;
Data Protection Laws	means (i) the UK GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the UK GDPR or the DPA.
Data Subject Access Request	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Laws to access their Personal Data;
DPA	means the Data Protection Act 2018;
GPDR	means the UK General Data Protection Regulation;
Project	Team Programme
Term	For the duration of the active agreement



1. **Compliance with Data Protection Laws**


- 1.1. This Agreement relates to the Educational Tour Operator's Agreement and will commence from the date of signature of this Agreement and will continue until termination of the Term.
- 1.2. Both Parties acknowledge that they shall share Personal Data of the kind defined in the Data Protection Laws from time to time in connection with the Educational Tour Operator's Agreement which they will require to process separately.
- 1.3. For the purposes of the Data Protection Laws, both Parties will act as Controllers.
- 1.4. Each Party undertakes that it shall:
 - 1.4.1. maintain in existence during the Term of this Agreement a notification with the Information Commissioner appropriate to the performance of this Agreement pursuant to the requirements of the Data Protection Laws unless the Party is exempt from notification; and
 - 1.4.2. comply with all obligations and requirements of good practice concerning its storage, use and sharing of Personal Data as defined in the Data Protection Laws, and relevant non-statutory guidance.

1. **Personal Data**

- 1.1. Schedule 1 to this Agreement sets out the Personal Data that shall be shared between Parties and the purposes for which it can be processed by either Party.
- 1.2. Each Party shall ensure that they have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data for the duration and purposes of this Agreement.
- 1.3. If either Party becomes aware that there are inaccuracies in the Personal Data, they shall promptly notify the other Party. In addition, if the Parties are aware of inaccuracies in the Personal Data, both Parties will take steps to correct these.
- 1.4. The Representatives will deal with any issues arising from the data sharing and liaise to actively improve the effectiveness of the data sharing.
- 1.5. Nothing in this Agreement will relieve either Party of its own direct responsibilities and liabilities under the Data Protection Laws.
- 1.6. Both Parties must enter into Controller to Processor data sharing agreements with any Processors.

2. **Data Subject's Rights**

- 2.1. Representatives are responsible for maintaining a record of individual requests made by Data Subjects, the decisions made, and any actions taken. Records must include copies of the request and details of the action taken.
- 2.2. The Parties agree that the responsibility for complying with any Data Subject Access Request from a Data Subject falls to the Party receiving the request in respect of the Personal Data held by that Party.
- 2.3. The Parties agree to provide reasonable assistance as is necessary to each other to enable



them to comply with Data Subject Access Requests and to respond to any other queries or complaints from Data Subjects.

4. Data Retention and Deletion

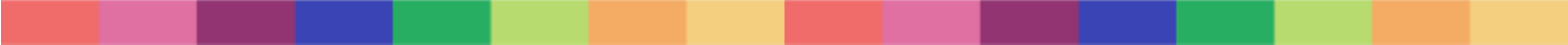
- 4.1. Neither Party shall retain or process Personal Data for longer than is necessary to carry out this Agreement.
- 4.2. Each Party shall ensure that, upon termination, any Personal Data is returned to the Party that disclosed the Personal Data or, if requested, destroyed.

5. Transfers

- 5.1. Neither Party will transfer Personal Data outside of the EU or EEA (refer to Schedule 2) unless agreed in writing between the Parties.
- 5.2. Both Parties agree that Personal Data may be transferred either by entry onto a shared database, online system or by a physical data storage device, such as an encrypted disk or USB stick.
- 5.3. Personal Data entry on any shared database or online system will be protected by a secure password of eight or more characters in length and comprising characters from at least 3 out of the 4 categories: (a) a-z lower case, (b) A-Z upper case, (c) numeric 0-9 and (d) special characters (e.g. punctuation). In addition, no more than two consecutive characters in any password can be the same.
- 5.4. Any Personal Data transferred on a physical data storage device will be protected by a secure password and meet the standards defined in clauses 5.2 and 5.3. Physically delivered Personal Data must be sent by special mail. On confirmation of receipt of Personal Data, the Party will communicate the password in respect of that Personal Data by a separate email.
- 5.5. Both Parties agree not to keep the Personal Data on any laptop or other removable drive or device unless that device is protected by being fully encrypted with an appropriate and up to date encryption and only if completely necessary. Where this is necessary, the Parties will keep an audit trail of which laptops / drives / devices the Personal Data are held on.

6. Security

- 6.1. The Parties will ensure they have in place appropriate technical and organisational security measures to prevent unauthorised or unlawful processing of the Personal Data and the accidental loss, theft or destruction of, or damage to, the Personal Data.
- 6.2. Each Party shall ensure that:
 - 6.2.1. all persons authorised by each Party to process Personal Data are bound by appropriate confidentiality and data protection obligations; and
 - 6.2.2. access to the Personal Data is limited to those relevant personnel who need access to the Personal Data.
- 6.3. The relevant Party shall notify the other immediately after becoming aware of any Personal Data Breach in relation to the Personal Data or any breach of this Agreement.
- 6.4. In the event of a Personal Data Breach, the relevant Party shall provide the other with full cooperation and assistance in dealing with the Personal Data Breach, in relation to:
 - 6.4.1. resolving any data privacy or security issues involving any Personal Data; and



6.4.2. making any appropriate notifications to individuals affected by the Personal Data Breach or to the relevant authority.

6.5. The relevant Party shall investigate the Personal Data Breach in the most expedient time possible and shall then provide the other Party as soon as possible thereafter (and in any event within 72 hours) with a detailed description of the Personal Data Breach, the type of Personal Data that was the subject of the Personal Data Breach, and any other information that the other Party may request concerning the Personal Data Breach.

7. **Variation and Termination**

7.1. This Agreement and the Personal Data to be shared may be varied by written agreement between both Parties.

7.2. This Agreement may be terminated early with the written agreement of both Parties.

8. **Governing Law and Jurisdiction**

8.1. This Agreement and any dispute or claim arising under or in connection with it or its subject matter or formation (including non-contractual disputes) shall be governed by and construed in accordance with English law.

8.2. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes).

SCHEDULE 1

DESCRIPTION	DETAILS
Subject matter of the processing	Educational Tour Operator's participants
Duration of the processing	For the duration of the Educational Tour Operator's Agreement
Nature and purposes of the processing	Personal Data will be collected from the prospective student(s) upon signing up for the package offered by the ETO. The Personal Data is required to ensure the Data Subject meets the eligibility requirements / entry criteria and to process their course
Type of Personal Data / Special Categories of Data	Personal Data: Name, Date of birth, Age, Address, Phone Number, Email Address, National Insurance Number, Referral Information, Gender, Family Status and Dependents, Benefits Claimed, Living Arrangements, Education and Qualifications, Employment History, Skill Sets, Criminal Records, Support Received, Barriers to Success Special Categories of Data: Ethnic origin, Religion, Sexual Orientation, Mental and Physical Disability
Categories of Data Subject	Prospective students
Categories of recipients to whom the	Delivery Partners, statutory bodies (UK Immigration and Visas), Homestay hosts.

SCHEDULE 2

EEA Countries:

Austria	Italy
Belgium	Latvia
Bulgaria	Liechtenstein
Croatia	Lithuania
Cyprus	Luxembourg
Czech Republic	Malta
Denmark	Netherlands
Estonia	Norway
Finland	Poland
France	Portugal
Germany	Romania
Greece	Slovakia
Hungary	Slovenia
Iceland	Spain
Ireland	Sweden

The following additional countries are considered by the EU as having adequate data protection laws:

Andorra
 Argentina
 Canada
 Faroe Islands
 Guernsey
 Isle of Man
 Israel
 Japan
 Jersey
 New Zealand
 Switzerland
 United Kingdom
 Uruguay