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**DATA SHARING FRAMEWORK AGREEMENT**

**GLASGOW CITY COUNCIL**

**AND**

**GLASGOW COUNCIL FOR THE VOLUNTARY SECTOR**

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## PARTIES

**GLASGOW CITY COUNCIL**, a local authority incorporated under the Local Government etc. (Scotland) Act 1994 and having its head office at City Chambers, George Square, Glasgow G2 1DU ("**GCC**");

**GLASGOW COUNCIL FOR THE VOLUNTARY SECTOR**, a registered charity (charity number SC006923), having its registered office at 44 Ashley Street, Glasgow G3 6DS ("**GCVS**");

## Background

- (a) GCVS is the main development agency and advocate for voluntary and community (third sector) organisations in the City of Glasgow;
- (b) GCC works in partnership with many third sector organisations in order to deliver key projects and services to the people of Glasgow;
- (c) GCC and/or GCVS and/or Subscribing Organisations (as defined below) may share information (which may include personal data) with each other in connection with local projects and/or services;
- (d) The Parties have agreed these framework terms to which Subscribing Organisations may subscribe (in accordance with this Framework Agreement) and under which GCC, GCVS and Subscribing Organisations may share data in accordance with a Specific DSA (both as defined herein); and
- (e) The Parties intend that the terms of this Framework Agreement shall not commit GCC, GCVS or any third sector organisation to share data except to the extent that it has been agreed in writing.

## 1 Definitions and Interpretation

1.1 In this Framework Agreement the definitions set out in Schedule Part 1 Definitions shall apply.

1.2 In this Framework Agreement unless the context otherwise requires:

1.2.1 words and expressions used in this Framework Agreement which are defined in FOISA or the Data Protection Law shall have the meanings ascribed to them in FOISA or the Data Protection Law, as relevant.

1.2.2 more generally, references to statutory provisions include those statutory provisions as amended, replaced, re-enacted for the time being in force and shall include any bye-laws, statutory instruments, rules, regulations, orders, notices, codes of practice, directions, consents or permissions and guidelines (together with any conditions attached to the foregoing) made thereunder;

1.2.3 words used in the singular will be interpreted to include the plural and vice versa and words which refer to one gender will be interpreted to include other genders;

1.2.4 the words "**include**" and "**including**" shall each be construed without limitation to the words following;

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- 1.2.5 "disclose" includes permitting a person to access Data or imparting that Data orally or by demonstration including directly or indirectly giving that person or arranging for that person to have access to that Data in any manner and in any format whatsoever and "disclosure" and "disclosed" will be interpreted accordingly;
- 1.2.6 references to Clauses and Parts are to the relevant Clauses of this Framework Agreement and Parts of the Schedule respectively;
- 1.2.7 the Schedule forms part of this Framework Agreement and shall take effect as if set out in full in the body of this Framework Agreement;
- 1.2.8 the headings of Clauses do not affect their interpretation;
- 1.2.9 a reference to **writing** or **written** includes email;
- 1.2.10 any reference to a "sub-contractor" of a Party will be deemed to include any agent, consultant, or contractor of that Party;
- 1.2.11 in the case of conflict or ambiguity between any provision contained in the body of this Framework Agreement and any provision contained in the Schedule, the provision contained in the body of this Framework Agreement shall take precedence; and
- 1.2.12 in the case of conflict or ambiguity between any provision contained in this Framework Agreement and any provision contained in a Specific DSA, the provision contained in this Framework Agreement shall take precedence unless the Specific DSA specifically provides that provisions contained in the Specific DSA are to apply notwithstanding the fact that they conflict with a provision contained in this Framework Agreement.

## 2 Purpose of this Framework Agreement

- 2.1 GCC and GCVS have worked together to develop this Framework Agreement to ensure that information is shared appropriately and in accordance with Data Protection Law.
- 2.2 The aim of this Framework Agreement is to establish consistent principles and practices which shall govern any data sharing that may take place between GCC, GCVS and any Subscribing Organisation, creating greater transparency, data security and improved services for Data Subjects.
- 2.3 This Framework Agreement provides the vehicle for the management of the relationship between the Parties and the mechanism for specific data sharing arrangements to be agreed.
- 2.4 This Framework Agreement does not create any legal or contractual obligation among GCC, GCVS and the Subscribing Organisations to share Data.
- 2.5 If GCC, GCVS and/or a Subscribing Organisation wish to undertake a new activity which involves the sharing of Data then they shall do so in accordance with the terms set out in Schedule Part 2.
- 2.6 Each Party shall perform its obligations under this Framework Agreement and any Specific DSA at its own cost.

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- 2.7 The Parties shall conduct any data sharing between them in accordance with the Data Sharing Terms and Conditions and any Specific DSA which Specific DSA shall incorporate the Data Sharing Terms and Conditions in accordance with Schedule Part 2.

### 3 Subscribing Organisations

- 3.1 GCVS shall use reasonable endeavours to make available the terms of this Framework Agreement to third sector organisations in the City of Glasgow.
- 3.2 A third sector organisation may become a Party under this Framework Agreement by subscribing to this Framework Agreement at: [www.gcvs.org.uk/Data-Sharing](http://www.gcvs.org.uk/Data-Sharing). Such new Subscribing Organisation shall be bound in all respects by this Framework Agreement.
- 3.3 The Parties hereby agree to the accession of such new Parties. To the extent that the conditions set out in clause 3.2 are duly fulfilled, no further approval of the Parties will be required for a third sector organisation to become a Party.

### 4 Duration, Review and Amendment

- 4.1 This Framework Agreement shall come into force on the 12 May 2022 and continue, until terminated in accordance with its terms.
- 4.2 This Framework Agreement will be reviewed periodically by GCC and GCVS as necessary until termination or expiry in accordance with its terms.
- 4.3 GCC and GCVS will also review this Framework Agreement and the operational arrangements which give effect to it, if events take place which make such review sensible or expedient, including but not limited to a Data Subject complaint or any security breach.
- 4.4 This Framework Agreement may be varied in writing by agreement of GCC and GCVS. In the event that this Framework Agreement is varied, GCVS will notify by email all the Subscribing Organisations of the changes to the Framework Agreement. Each Subscribing Organisation shall have four (4) weeks from the date the email was sent to object on reasonable grounds to the variation. If a Subscribing Organisation objects to the variation on reasonable grounds, then the terms of the Specific DSA between GCC and that Organisation shall continue to be governed by, and incorporate the terms of, this Framework Agreement as it stood before the variation. If no objection is received within four (4) weeks from the date of the notification email, then the Specific DSA shall be deemed to have been varied so as to be governed by, and incorporate the terms of, this Framework Agreement as varied.

### 5 Termination and Suspension

- 5.1 GCC and/or GCVS may choose to terminate this Framework Agreement by giving at least 30 days' written notice to the other Parties.
- 5.2 For the avoidance of doubt, the termination of the Framework Agreement shall not affect the continuing validity of any Specific DSA which may be terminated only in accordance with its terms.
- 5.3 At any time a Subscribing Organisation may exit this Framework Agreement upon providing two (2) weeks' written notice to GCC and GCVS in which case any Specific DSA to which that Subscribing Organisation is a party shall also terminate.

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- 5.4 Any provision of this Framework Agreement which is intended to continue in force and effect after termination or expiry shall continue, including clauses 6 (Freedom of Information), 7 (Dispute Resolution), 9 (General) and 10 (Governing Law).

### **6 Freedom of Information**

- 6.1 The existence and content of this Framework Agreement, any Specific DSAs and any related information may be disclosed pursuant to FOISA. The Parties acknowledge that one or more Party may have obligations under FOISA and agree that such Party shall be entitled to disclose information relating to this Framework Agreement and any related information to any person on request where it considers, in its absolute discretion, it is required in terms of FOISA to disclose such information or such disclosure would otherwise be in the public interest to disclose.
- 6.2 A Party which is subject to FOISA shall make reasonable endeavours (in sufficient time to allow for representations to be made to and considered by such Party), to notify and consult with any other relevant Party prior to responding to any request under FOISA relating to this Framework Agreement and/or a Specific DSA. The other Party/Parties may make representations to such Party in respect of a FOISA request for such Party to consider but the Parties acknowledge and agree that any decision as to whether any exemption applies to a FOISA request for disclosure of information (and/or, where appropriate, whether the public interest in disclosing the information is outweighed by that in maintaining that exemption) is a decision solely for the Party subject to FOISA and the relevant request.

### **7 Dispute Resolution**

- 7.1 The Parties hereby agree to act in good faith at all times to attempt to resolve any dispute or difference relating to the subject matter of, and arising under, this Framework Agreement.
- 7.2 If the Representatives dealing with a dispute or difference are unable to resolve this themselves within twenty (20) Business Days of the issue arising, the matter shall be escalated to the Chief Executive of each Party who will endeavour in good faith to resolve the issue.
- 7.3 In the event that the Parties are unable to resolve the dispute amicably within a period of twenty (20) Business Days from the date on which the dispute or difference was escalated in terms of clause 7.2, the matter may be referred to a mutually agreed mediator. If the identity of the mediator cannot be agreed, a mediator shall be chosen by the Dean of the Royal Faculty of Procurators in Glasgow.
- 7.4 If mediation fails to resolve the dispute within thirty (30) Business Days or if the chosen mediator indicates that the dispute is not suitable for mediation, and the Parties remain unable to resolve any dispute or difference in accordance with clauses 7.1 to 7.3, then either Party may, by notice in writing to the other Party, refer the dispute for determination by the courts in accordance with Clause 9.
- 7.5 The provisions of clauses 7.1 to 7.4 do not prevent either Party from applying for an interim court order whilst the Parties attempt to resolve a dispute.

### **8 Counterparts**

- 8.1 This Framework Agreement shall be executed in separate counterparts in accordance with the Legal Writing (Counterparts and Delivery) (Scotland) Act 2015.

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- 8.2 Each Party shall deliver the executed signature page of the counterpart to the other Party in PDF form by email, or by other such means as is reasonable in all the circumstances if delivery by email is impracticable, as soon as is reasonable following execution of the counterpart.

### **9 General**

- 9.1 This Framework Agreement and (where applicable) the Specific DSA constitute the entire understanding between the Parties in relation to their subject matter and supersede any prior arrangements, understandings, promises or agreements made or existing between the Parties regarding their subject matter.
- 9.2 No Party shall be entitled to assign, novate, transfer, sub-license or sub-contract any of its rights or obligations under this Framework Agreement without the prior written consent of the other party.
- 9.3 No failure or delay by a Party to exercise any right or remedy provided under this Framework Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 9.4 Nothing in this Framework Agreement shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in this Framework Agreement shall be deemed to constitute one Party as an agent of another Party or authorise a Party to bind another Party.
- 9.5 Except as expressly provided otherwise in this Framework Agreement, a person who is not a party to this Framework Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both parties and this Framework Agreement does not give rise to any rights under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce any term of this Framework Agreement.
- 9.6 If any provision or part-provision of this Framework 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 Framework Agreement.

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10 Governing Law

10.1 This Framework Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) (a "Dispute") shall, in all respects, be governed by and construed in accordance with the law of Scotland. Subject to clause 7, the Parties agree that the Scottish Courts shall have exclusive jurisdiction in relation to any Dispute.

IN WITNESS WHEREOF these presents consisting of this and the preceding 6 pages together with the Appendixes hereto are executed by the Parties hereto as follows:

SIGNED on behalf of GLASGOW CITY COUNCIL by

[Redacted Signature]

Signed

LEGAL MANAGER  
Position

[Redacted Full Name]

Full Name

12 MAY 2022  
Date

GLASGOW.  
Place

[Redacted Full Name]

Full Name

Solicitor  
Position  
12 May 2022  
Date

City Chambers,  
Address Glasgow G2 1DU

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**SIGNED** on behalf of **GLASGOW COUNCIL FOR THE VOLUNTARY SECTOR** by



.....  
Signed



.....  
Full Name

44 Ashley Street, Glasgow, G3 6DS

.....  
Place

In the presence of:



.....  
Witness



.....  
Full Name

44 Ashley Street, Glasgow, G3 6DS

.....  
Address

Chief Executive

.....  
Position

6<sup>th</sup> July 2022

.....  
Date

Executive Assistant

.....  
Position

6<sup>th</sup> July 2022

.....  
Date

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## SCHEDULE PART 1: DEFINITIONS

In this Framework Agreement, unless the context otherwise requires, capitalised words and expressions shall have the meaning set out below:

**Business Day** means any day which is not a Saturday, a Sunday or a bank or public holiday throughout Scotland;

**Controller** has the meaning given to it in Data Protection Law;

**Data** means the personal data which is shared between the Parties pursuant to the terms of a Specific DSA;

**Data Discloser** means GCC or a Subscribing Organisation disclosing Data to the Data Recipient;

**Data Protection Impact Assessment** means a data protection impact assessment completed by GCC, GCVS and/or the relevant Subscribing Organisation and to detail, as a minimum, the personal data to be shared, the data sharing arrangements, the discloser, the recipient, the description of the sharing (to include purpose, legal basis and necessity), the Data Subjects, the method of transfer and the retention period;

**Data Protection Law** means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

**Data Recipient** means the Party (being either GCC, GCVS or a Subscribing Organisation, as appropriate) to whom Data is disclosed;

**Data Sharing Terms and Conditions** means the data sharing terms and conditions set out in Schedule Part 2;

**Data Subject** means any identifiable individual to whom any Data relates. The categories of data subjects within the scope of this Framework Agreement are set out in Schedule Part 1;

**Data Subject Request** means a request made by or on behalf of a Data Subject to GCC, GCVS or any Subscribing Organisation to exercise any rights of the Data Subject conferred by Data Protection Law in relation to the information shared under this Framework Agreement;

**Dispute** means a dispute or claim arising out of or in connection with this Framework Agreement or its subject matter or formation (including non-contractual disputes or claims);

**FOISA** means the Freedom of Information (Scotland) Act 2002;

**Framework Agreement** means this Data Sharing Framework Agreement, as amended from time to time in accordance with its terms, including the Schedule in all its Parts;

**Information Commissioner's Office** means the UK Information Commissioner and any successor;

**Joint Controller** has the meaning given to it in Data Protection Law;

**Law** means any statute, directive, other legislation, law or regulation in whatever form, delegated act (under any of the foregoing), rule, order of any court having valid jurisdiction or other binding restriction, decision or guidance in force from time to time;

**Legal Basis** means a compliant legal basis for sharing the Data, in accordance with Articles 6 and (where applicable) 9 of the UK GDPR;

**Parties** means a party to this Framework Agreement and shall include any Subscribing Organisation;

**Personal Data** has the meaning given to it in Data Protection Law;

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**Processing** has the meaning given to it in Data Protection Law, with “Process” and “Processed” to be construed accordingly;

**Processor** has the meaning given to it in Data Protection Law, with “Process” and “Processed” to be construed accordingly;

**Purpose** means the purpose for sharing Data as agreed by the Parties as set out in the relevant Specific DSA or as otherwise agreed in writing between the Parties;

**Representatives** means, as the context requires, the nominated representatives of the Parties as may be changed from time to time on notice by the relevant Party to the other Parties;

**Security Breach** means any breach or suspected breach of any Data Recipient’s obligations under the terms of this Framework Agreement or any other unauthorised or unlawful processing, accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or damage or access to the Data;

**Security Incident** means a Security Breach or a Security Risk;

**Security Risk** means any risks or vulnerabilities that are likely to affect the integrity or effectiveness of the security measures set out in the relevant Specific DSA (including vulnerabilities relating to any software or third party system or network) that are known or ought reasonably to be known to the Data Recipient;

**Specific DSA** means an agreement between GCC, GCVS and/or a Subscribing Organisation in the form set out in the Appendix to Schedule Part 2;

**Subscribing Organisation** means any third sector organisation operating in the City of Glasgow which has subscribed to the Framework Agreement in accordance with its terms.

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## SCHEDULE PART 2: DATA SHARING TERMS AND CONDITIONS

The following terms together with any terms and conditions contained within a Specific DSA shall apply to any sharing of Data between GCC, GCVS and/or a Subscribing Organisation under the Framework Agreement.

### 1. Definitions and Interpretation

1.1 In construing this Schedule Part 2 words, phrases and expressions defined in the Framework Agreement shall have the same meanings as in this Schedule.

### 2. Specific DSA

2.1 If a Party wishes to undertake a new activity with any other Party or Parties which will involve the sharing of Data with it or them for any of the Purpose(s) it shall firstly conduct a Data Protection Impact Assessment and where appropriate shall engage with the other Party/Parties in doing so. Prior to sharing any Data with another Party, it shall then provide the Party or Parties from whom it wishes to obtain or share the Data with a request to do so in the form of a draft Specific DSA.

2.2 Parties will negotiate the terms of the Specific DSA, which shall be substantially in the form set out in the Appendix. The Specific DSA may be validly entered into between the Parties through an exchange of emails between their respective authorised representatives (being an individual with authority to enter into formal contractual arrangements on behalf of such Party) which indicates that the Specific DSA is agreed.

### 3. Data Sharing Purposes and Legal Basis

3.1 The scope and objectives of any sharing of Data by the Parties under the terms of this Framework Agreement shall be within the scope of the Purposes and shall be set out within the Specific DSA.

3.2 Save as provided for in this Framework Agreement, the Data Recipient and Data Discloser shall not use any Data disclosed in terms of this Framework Agreement in a way that is incompatible with the Purposes.

3.3 The Data Recipient and the Data Discloser shall ensure that they process any Personal Data fairly and lawfully in accordance with Data Protection Law and each Data Discloser warrants to the Data Recipient in relation to any Personal Data disclosed to them, that such disclosure is carried out in accordance with and on the basis of a Legal Basis.

3.4 The Data Recipient shall:

3.4.1 use the Data in strict compliance with this Framework Agreement, Data Protection Law and the Specific DSA that has been entered into pursuant to clause 2.2; and

3.4.2 not make any claim or imply that its use of the Data is in any way endorsed by the Data Discloser, unless otherwise expressly authorised by the Data Discloser in writing.

### 4. Data Sharing – Parties' Relationship

4.1. Any processing of the Data under the terms of this Framework Agreement shall be on a Controller to Controller basis. The Parties are not Joint Controllers in terms of Data shared under this Framework Agreement.

4.2. The Data Recipient agrees that:

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- 4.2.1. it is responsible for complying with the obligations incumbent on it as a Controller under Data Protection Law (including responding to any Data Subject Request);
  - 4.2.2. it shall implement appropriate technical and organisational measures so as to ensure an appropriate level of security is adopted to mitigate the risks associated with its processing of the Data, including against unauthorised or unlawful processing, accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or damage or access to such Data.
- 4.3. For the avoidance of doubt, this Framework Agreement shall not be used where the relationship between the Data Recipient and Data Discloser is that of a Controller and Processor, and in such circumstances an appropriate data processing agreement is required between the parties.
- 4.4. Each Party is responsible for managing requests from Data Subjects and any supervisory authority which they receive in relation to the Data in their possession from time to time. Without prejudice to the foregoing, on a general basis, if a Data Recipient receives any complaint, notice or communication which relates directly or indirectly to the processing of the Data received from the Data Discloser, it will immediately notify the Data Discloser and it will provide the Data Discloser with all reasonable co-operation and assistance in relation to any such complaint, notice or communication.
- 4.5. Each Party is responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged.
- 4.6. The Data Discloser is responsible for ensuring that any Data shared is accurate and up to date. If any errors or inaccuracies are discovered by the Data Discloser which could impact on service delivery, the Data Discloser shall make reasonable endeavours to notify the Data Recipients of such errors or inaccuracies in the Data.
- 4.7. The Data Discloser shall in respect of the Data shared under this Framework Agreement, ensure it provides clear and sufficient information to the Data Subjects, in accordance with the Data Protection Laws of the purposes for which it will process their personal data, the legal basis for such purposes and such other information as is required by Article 13 of the UK GDPR.
- 4.8. The Data Receiver undertakes to inform the Data Subjects, where required in accordance with the Data Protection Laws, of the purposes for which it will process their personal data, the legal basis for such purposes and any such other information as is required by Article 14 of the UK GDPR.
- 4.9. Where the Parties share Data, they shall comply with the transfer arrangements detailed in the Specific DSA.
- 4.10. Each Party shall inform the other Party to a Specific DSA (and any other affected party) of any Security Incident affecting the Data shared under such Specific DSA irrespective of whether there is a requirement to notify the Information Commissioner's Office or any Data Subject(s). Such notification shall specify (at a minimum):
- 4.10.1. the nature of such Security Incident;
  - 4.10.2. the date and time of occurrence of such Security Incident;

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- 4.10.3. the extent of the Data and Data Subjects affected or potentially affected, the likely consequences of such Security Incident for Data Subjects affected by it and any measures taken or proposed to be taken to mitigate such Security Incident; and
  - 4.10.4. any other information that the other Party shall require in order to discharge its responsibilities under Data Protection Law in relation to such Security Incident.
- 4.11. The Party who has suffered the Security Incident shall thereafter promptly, at the other Party's request: (i) provide, where lawfully able to do so, the other Party with all such information as the other Party requests in connection with such Security Incident; (ii) take such reasonable steps as the other Party requires it to take to mitigate the detrimental effects of such Security Incident on any of the Data Subjects and/or on the other Party; and (iii) otherwise cooperate with the other Party and provide reasonable assistance in investigating and dealing with such breach or suspected breach and its consequences.
- 4.12. Each Party shall comply with its obligation to report a Security Incident to the Information Commissioner's Office and (where applicable) Data Subjects under the Data Protection Laws.

### **5. Termination and Consequences of Termination**

- 5.1. Either Party may terminate this Specific DSA upon thirty (30) days' written notice.
- 5.2. If the Subscribing Organisation exits the Framework Agreement in accordance with its terms, this Specific DSA shall also terminate upon such exit.
- 5.3. In the event that the Data Discloser has any reason to believe that the Data Recipient is in breach of any of its obligations under this Specific DSA, the Data Discloser may at its sole discretion suspend the sharing of Data until such time as the Data Discloser is reasonably satisfied that the breach will not re-occur; and/or
- 5.4. The Data Discloser may terminate this Specific DSA immediately by written notice to the Data Recipient if the Data Recipient commits a material breach of this Specific DSA which (in the case of a breach capable of a remedy) it does not remedy within five (5) Business Days of receiving written notice of the breach.
- 5.5. On termination or expiry of this Specific DSA for any reason, the Data Receiver will securely delete or destroy or, if directed in writing by the Data Discloser, return and not retain, all or any of the Data related to this Specific DSA in its possession or control.
- 5.6. If any law, regulation, or government or regulatory body requires the Data Receiver to retain any documents, materials or Data that the Data Receiver would otherwise be required to return or destroy, it will notify the Data Discloser in writing of that retention requirement, giving details of the documents, materials or Data that it must retain, the legal basis for such retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.
- 5.7. The Data Receiver will certify in writing to the Data Discloser that it has deleted or destroyed the Data within seven (7) Business Days after it completes the deletion or destruction.

### **6. General**

- 6.1. The terms of clauses 6 (Freedom of Information), 7 (Dispute Resolution), 8 (Counterparts), 9 (General) and 10 (Governing Law) of the Framework Agreement shall apply to this Specific DSA

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as if set out in full in the body of this Specific DSA and any reference therein to the Framework Agreement shall be construed as a reference to this Specific DSA.

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## STYLE SPECIFIC DATA SHARING AGREEMENT

### SPECIFIC DATA SHARING AGREEMENT

#### Between

**GLASGOW CITY COUNCIL**, a local authority incorporated under the Local Government etc. (Scotland) Act 1994 and having its head office at City Chambers, George Square, Glasgow G2 1DU ("**the Council**");

and

[Insert details of relevant organisation including proper designation] ("**Subscribing Organisation**");

(each a "**Party**" and together the "**Parties**").

#### BACKGROUND

This Specific Data Sharing Agreement is entered into by the Council and the Subscribing Organisation pursuant to the terms of the Data Sharing Framework Agreement between Glasgow City Council, the Glasgow Council for the Voluntary Sector and the Subscribing Organisation which was executed on [date] (the "**Framework Agreement**").

The Parties have agreed to share the Data described below for the Purposes set out in the Framework Agreement.

#### AGREED TERMS AND CONDITIONS

##### 1 Application of Framework Agreement

The terms of the Framework Agreement and in particular the Data Sharing Terms and Conditions apply to the sharing of the Data pursuant to this Specific DSA and are incorporated into this Specific DSA as if set out in the body of this Specific DSA unless expressly provided otherwise in this Specific DSA.

The defined terms used in this Specific DSA have the same meaning as attributed to them in the Framework Agreement except to the extent otherwise defined herein.

#### Particulars of the Data Sharing Arrangements

##### Data Discloser – Who is sharing the information?

*[Organisation Name - Provide the name of the parties who will share the data]*

##### Data Recipient – Who is information being shared with?

*[Organisation Name – provide the name of the parties who will receive the data]*

##### Duration of Sharing – For what period of time do the parties intend to share information?

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*[Provide the period of sharing]*

### Types of Data – What information will be shared?

*The Data to be shared may include any of the following general identifiers:*

- Forename(s)
- Surname
- Contact address, including postcode
- Contact telephone number (where available and applicable)
- Date of Birth
- Sex
- National Insurance Number
- Religion
- Ethnicity
- Health information
- Employment history
- Qualifications
- Financial Information

***[Example only – amend as necessary]***

### Data Subject(s) – Who is this information about?

*[GCC and the Subscribing Organisation may share information relating to individuals who are in receipt of the services offered or otherwise looking for services provided by the Parties.] **[Example only – amend as necessary]***

### Purposes – Why is the information being shared?

*[Provide a summary setting out why the information is being shared. This should explain why it is necessary to share the information to achieve the purpose and the benefits of this.]*

### What is the Lawful basis for sharing the information?

*[This is the lawful basis for sharing information in terms of Data Protection Legislation and should be identified when carrying out a Data Protection Impact Assessment. Please select the relevant lawful basis noted below. If you are relying on a statutory function to share the information, please state the provisions here]*

### Article 6 – Lawful Basis for processing personal data:

- Consent of the Data Subject
- Processing is necessary for the performance of a contract with the data subject or to take steps to enter into a contract
- Processing is necessary for compliance with a legal obligation
- Processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the data controller
- Processing is necessary for the legitimate interests of the data controller or a third party, except where such interests are overridden by the interests, rights or freedoms of the data subject.

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*[If you are sharing special categories of personal data then you will also need to identify a second basis for processing personal data. If applicable, please select the relevant lawful basis noted below. If you are relying on a statutory function to share information, please state the provisions here]*

### **Article 9 – Lawful Basis for processing special category personal data:**

- *Explicit consent of the data subject;*
- *Processing is necessary for carrying out obligations under employment, social security or social protection law, or a collective agreement;*
- *Processing is necessary to protect the vital interests of a data subject or another individual where the data subject is physically or legally incapable of giving consent;*
- *Processing is carried out by a not-for-profit body with a political, philosophical, religious or trade union aim.*
- *Processing relates to personal data manifestly made public by the data subject;*
- *Processing is necessary for reasons of substantial public interest on the basis of Domestic law;*
- *Processing is necessary for reasons of preventative or occupational medicine, for assessing the working capacity of an employee, medical diagnosis, the provision of health or social care or treatment or management of health or social care systems and services on the basis of Domestic Law or a contract with a health professional;*
- *Processing is necessary for the reasons of public interest in the area of public health;*
- *Processing is necessary for archiving purposes in the public interest, or scientific and historical research purposes or statistical purposes.*

### **Data Transfer Arrangements – How will the data be shared?**

It is important that the Data is disclosed in a manner which ensures that no unauthorised reading, copying, altering or deleting of personal data occurs during electronic transmission or transportation of the Data. The following methods should be used when transferring personal data:

*[Set out requirements here*

*Explain which method will be used to transfer the Data, for example:*

- *Face to face*
- *Courier*
- *Secure email*
- *SFTP link*
- *Encrypted removable media*
- *Objective Connect*
- *Access secure website (SHTTP)*
- *Third party solution (e.g. egress switch)]*

The data is encrypted, with the following procedure:

[\_\_\_\_\_]

The Data Discloser and Data Recipient shall each implement an organisational information security policy aligned to ISO 27001.

### **Physical Security**

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- Any use of data processing systems by unauthorised persons must be prevented by means of appropriate technical (keyword / password protection) and organisational (user master record) access controls regarding user identification and authentication. Any hacking into the systems by unauthorised persons must be prevented. Specifically, the following technical and organisational measures are in place:

[The unauthorised use of IT systems is prevented by

User ID

Password assignment

Lock screen with password activation

Other (please describe)

[\_\_\_\_\_]

Each authorised user has a private password known only to him.

All activities on the Data Processing systems automatically generate log-files. [Note: Please amend as appropriate]

The following additional measures are taken to ensure the security of any Data (please describe)

[\_\_\_\_\_]

### Disposal of Assets

Where information supplied by either Party no longer requires to be retained, any storage media containing Data should be physically destroyed; for Data stored on computer systems, Data should be deleted or overwritten using techniques to make the original Data non-retrievable rather than using the standard delete or format function. This also applies to any back-up copies of the Data including off-site and cloud backups. Data stored on paper must be destroyed using a cross-cut shredder rated at DIN66399 level 3 or above.

### Malicious software and viruses

All Parties must ensure that:

- PCs used in supporting the service are supplied with anti-virus software and anti-virus and security updates are promptly applied.
- All files received by one Party from the other are scanned to ensure that no viruses are passed.
- The Parties must notify each other of any virus infections that could affect their systems on Data transfer.

***[Note: Consider whether other security measures are appropriate]***

**Additional Terms and Conditions (if any)**

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*[Consider termination provisions, provisions on costs and any pre-approved sub-contractors/agents]*

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**IN WITNESS WHEREOF** this Specific Data Sharing Agreement consisting of this and the preceding [●] pages has been executed as follows:

Confirmation email by the Council on [insert date and time]

Confirmation email by [INSERT] on [insert date and time]

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