

## DATA SHARING AGREEMENT

This Agreement is made on

2019 between:

**THE CHANCELLORS, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD**, whose administrative office is at University Offices, Wellington Square, Oxford OX1 2JD, United Kingdom (“**Oxford**”);

and **The British Physics Olympiad Charity**, whose administrative office is at The Department of Physics, Denys Wilkinson Building, Keble Road, Oxford **OX1 3RH**, United Kingdom;

(each a **party** and together the **parties**).

### BACKGROUND

The BPhO (British Physics Olympiad) is an educational charity and national physics project aimed at 14-19 year olds. The BPhO is hosted at Oxford Physics (the Department of Physics, University of Oxford), where the administrative office is based and data is stored and processed by dedicated BPhO and Oxford Physics staff. The BPhO competitions and events form part of Oxford Physics’ outreach programme. The BPhO office at Oxford Physics acts as a single point of contact for the BPhO. The BPhO and Oxford Physics jointly determine the purposes and means of processing personal data for the BPhO.

The parties have entered into this Agreement to establish their respective obligations as data controllers under the Data Protection Legislation.

### DEFINITIONS

- 1 **Agreed Purposes**: as set out in Schedule 1.
- 2 **Controller, processor, data subject, personal data, and processing**: as set out in the Data Protection Legislation in force at the time.
- 3 **Data Protection Legislation**: any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (**GDPR**) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 2018 and the GDPR.
- 4 **Shared Personal Data**: the personal data to be shared between the parties under clause 1.1 of this Agreement. Schedule 1 sets out further details relating to the Shared Personal Data, including the types of personal data and categories of data subjects.

### 1. DATA PROTECTION

- 1.1 **Shared Personal Data**. This Agreement sets out the framework for the sharing of personal data between the parties as data controllers for the Agreed Purposes. If this Agreement is entered into after the parties have begun sharing personal data with each other, it shall apply retrospectively to the processing of such personal data from the date on which such sharing began.
- 1.2 **Effect of non-compliance with Data Protection Legislation**. Each party shall in relation to the processing of the Shared Personal Data comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this Agreement with immediate effect.

### 2. MUTUAL OBLIGATIONS

- 2.1 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (a) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Shared Personal Data;
- (b) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the other party for such purposes as the parties have mutually agreed, and consult with the other party about any notices given to data subjects in relation to the Shared Personal Data wherever possible;
- (c) provide the other party with reasonable assistance in complying with any data subject access request or deletion requests and queries or complaints made under Data Protection Legislation;
- (d) provide the other party with reasonable assistance in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation in relation to the Shared Personal Data and provide assistance to the other party as is necessary upon reasonable request to facilitate the handling of any data security breach relating to the Shared Personal Data in an expeditious and compliant manner;
- (f) maintain complete and accurate records and information to demonstrate compliance with this Agreement;
- (g) ensure the reliability of any of its personnel who have access to personal data and ensure that such personnel have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (h) not transfer any Personal Data outside of the European Economic Area (“EEA”) or to an international organisation except as permitted in accordance with the Data Processing Legislation.

2.2 In instances where the parties are deemed to be joint data controllers with each other, the parties shall co-operate to do all necessary things to enable performance of the above obligations. In particular, the parties shall co-operate to provide sufficient information to data subjects when collecting the Shared Personal Data to ensure that the data subjects understand how their personal data will be processed and used by each party.

### **3. GENERAL**

3.1 Any notice under this Agreement shall be in writing and shall be delivered by hand, post or email to the recipient's address set out at the head of this Agreement or such other address for service as may be agreed from time to time. This clause does not apply to the service of any proceedings or other documents in any legal action or method of dispute resolution.

3.2 This Agreement may only be varied by the written agreement of the parties.

3.3 If any provision or part-provision of this Agreement is found by a court to be unlawful, unenforceable or void, that provision or part-provision shall be severed and the remainder of this Agreement shall remain in force. Either party may at any time request that the provisions of this Agreement be replaced with any standard controller-to-controller clauses issued by any competent regulator, and the parties shall work together in good faith to accommodate any such request.

3.4 Any waiver by any party of any breach of any provision of this Agreement must be in writing and shall not be deemed a waiver of any subsequent or other breach.

3.5 This Agreement and any connected dispute or claim (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

**SIGNED BY THE PARTIES' AUTHORISED REPRESENTATIVES:**

FOR THE UNIVERSITY OF OXFORD:

Signature:

Name:

Title:

Date:

FOR THE BRITISH PHYSICS OLYMPIAD

Signature:

Name:

Title:

Date:

### Schedule 1

#### Data Protection Particulars

<b>The type of personal data being processed</b>	Names, contact details, photographs, information about individuals' health for training camps, test results in BPhO competitions, dates of birth.
<b>The categories of data subjects</b>	School children, teachers, volunteers.
<b>Agreed Purposes</b>	<ol style="list-style-type: none"><li>1) Processing entries for BPhO competitions.</li><li>2) Processing application for BPhO-related training and outreach events. Including identifying which activities are most helpful in preparing students for higher education and progressing to employment.</li><li>3) Sending out information about BPhO-related events, news and online activities.</li><li>4) Using images taken at a BPhO-related events, in any promotional material for the BPhO and University for which they may be suitable.</li><li>5) Sending out information about volunteering opportunities with the BPhO.</li></ol> <p>We need to process this personal data for the above purposes to meet our legitimate interests in supporting physics education and promoting the study of physics generally and in higher education specifically.</p>

