

This form should be used to accompany a school permission form for photos, to ensure the proper data sharing agreement is in place between the data processor (the named school) and the data controller (University of Oxford).

DATA SHARING FORM

School details (Name and address):
School Authorisation:
Signature:
Name:
Date:
Name and address of group or organisation receiving the Personal Data (the “University”):
Educational Outreach Office, Department of Chemistry, Chemistry Teaching Laboratory, University of Oxford, OX1 3SR
Type of personal data being processed:
Parental permission to take photographs of their child(ren) Photographs
Categories of data subject (i.e. whose data you are processing):
School students and their parents
Agreed Purposes (e.g. the purposes that the data subject has agreed to in the consent form or privacy notice):
Please see photography consent form for full details
Additional Details regarding the processing (e.g. information given to data subjects in the privacy notice such as retention periods, legal basis for processing):
n/a

Subject to the attached terms and conditions, the school agrees to share the Personal Data with the University of Oxford (the “University”) for the Agreed Purposes.

Accepted and agreed for and on behalf of the University of Oxford (the “University”):

Signature:

Name:

Date:

Terms and Conditions

[These terms and conditions should only be used together with the Data Sharing Form. If you have any questions, please contact the Compliance Team]

These terms and conditions set out the framework that will apply to the transfer of Personal Data from the University to the Recipient (each a “party”, together the “parties”).

Definitions

1. **Additional Details:** as set out in the Data Sharing Form.
2. **Agreed Purposes:** as set out in the Data Sharing Form.
3. **Controller, processor, data subject, personal data, and processing:** as set out in the Data Protection Legislation in force at the time.
4. **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 2018 and General Data Protection Regulation as implemented into UK law (**UK GDPR**) and associated data protection legislation; and (ii) any successor legislation to the Data Protection Act 2018 and the UK GDPR.
5. **Personal Data:** the personal data to be shared by the University with the Recipient for the Agreed Purposes. The Data Sharing Form sets out further details relating to the Personal Data, including the types of personal data and categories of data subjects.

Data Protection

6. The Recipient shall in relation to the processing of the Personal Data comply with all the obligations imposed on a controller under the Data Protection Legislation.
7. The Recipient shall assist the University in complying with all applicable requirements of the Data Protection Legislation in relation to the Personal Data. In particular, the Recipient shall:
 - 7a) only use the Personal Data for the Agreed Purposes and in accordance with any restrictions imposed by the Additional Details;
 - 7b) 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, Personal Data;
 - 7c) ensure that it has all necessary notices and consents in place to enable lawful processing of the Personal Data for the Agreed Purposes;
 - 7d) provide the University with reasonable assistance in complying with any data subject access request or deletion requests and queries or complaints made under Data Protection Legislation;
 - 7e) provide the University 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;
 - 7f) notify the University without undue delay on becoming aware of any breach of the Data Protection Legislation in relation to the Personal Data and provide assistance to the University as is necessary upon reasonable request to facilitate the handling of

any data security breach relating to the Personal Data in an expeditious and compliant manner;

- 7g) maintain complete and accurate records and information to demonstrate compliance with these terms and conditions;
- 7h) 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; and
- 7i) not transfer any Personal Data outside of the United Kingdom (“UK”) or to an international organisation except as permitted in accordance with the Data Processing Legislation.
8. 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 Personal Data to ensure that the data subjects understand how their personal data will be processed and used by each party.

Termination

9. The University may terminate these terms and conditions with immediate effect by written notice to the Recipient. The University reserves the right to take action in respect of any use by the Recipient of the Personal Data that does not conform to these terms and conditions.

Disclaimers

10. The Recipient acknowledges that the University has not made and does not make any representation or warranty of any kind in relation to the Personal Data.
11. In no event shall the University, its employees, students or representatives be liable for any indirect or consequential damages, loss of business opportunity, goodwill or reputation, loss of anticipated savings, loss of profits, sales, business or revenue, or loss of data arising out of these terms and conditions or the use of the Personal Data, whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if the University was aware of the circumstances in which such loss could arise.
12. The disclaimers and exclusions set out in these terms and conditions only apply to the extent permitted by law. The University does not limit or exclude any liability for personal injury or death caused by its negligence or for fraud or fraudulent misrepresentation.

General

13. These terms and conditions may only be varied by the written agreement of the parties.
14. If any provision or part-provision of these terms and conditions is found by a court to be unlawful, unenforceable or void, that provision or part-provision shall be severed and the remainder of these terms and conditions shall remain in force.
15. Any waiver by any party of any breach of any provision of these terms and conditions must be in writing and shall not be deemed a waiver of any subsequent or other breach.
16. These terms and conditions 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.