



**Agreement for the sharing of data**

**between**

**Oxbridge Careers Hub**

**and**

**Relevant 3<sup>rd</sup> parties**

This agreement (the “**Agreement**”) is made

2019

Parties

1. Oxbridge Careers Hub (the “Controller”); and
2. The client (the “3rd party”)

Each referred to as a “Party” and together the “Parties”.

## **Introduction**

A OCH delivers a range of employment services to students and graduates that sign up to the service

B In order for the OCH properly to find employment opportunities and fulfil their obligation to Students, data must be shared with third parties so that students can be contacted with opportunities

C The Parties consider that such data is transferred on a controller-to-controller basis.

D This Data Sharing Agreement sets out the basis upon which the Parties will share such information and comply with their data protection obligations in relation to the rights of candidates as data subjects.

## **Agreed terms**

### **1. Definitions and Interpretation**

1.1 In this Agreement, the following words have the following meanings:

**Agreed Purposes:** in order for:

- a. Candidates to be contacted with employment opportunities only, no consent for other marketing material to be sent has been given
- b. The 3<sup>rd</sup> party to process and evaluate the data in ways that help them to find students as per their requirements
- c. OCH to investigate and take such action as it deems appropriate in relation to malpractice, maladministration and other irregularities in relation to data use
- d. The 3<sup>rd</sup> party to report any incident of malpractice or maladministration or any other irregularity in relation to Data compliance

- e. The Parties to comply with their legal and regulatory obligations and to assist each other in relation to any exercise by a Student of their rights as a data subject.

**Student:** an individual that has provided OCH with their data and explicitly consented for their data to be shared with 3<sup>rd</sup> parties

**Student Privacy Information:** information to be provided to Students regarding the processing of their personal data in connection with this Data Sharing Agreement (as may be updated by OCH from time to time)

**Controller, processor, data subject, personal data, special category data, processing and appropriate technical and organisational measures:** shall have the meanings ascribed to them in the Data Protection Legislation (for the avoidance of doubt, the term personal data includes special category data)

**Data Protection Legislation:** (as applicable) the Data Protection Act 1998; Regulation (EU) 2016/679 (the “GDPR”); and any laws, regulations and/or secondary legislation transposing the GDPR into English law or with similar subject matter, including any successor legislation to the Data Protection Act 1998

**Data Sharing:** the transfer of the Shared Personal Data

**Effective Date:** 24 May 2019

**Permitted Recipients:** the Parties, the employees of each Party; the individuals and organisations that represent, or provide services on behalf of, each Party; the affiliated businesses or organisations of each Party and those owned by each Party.

**Shared Personal Data:** any personal data shared between the Parties in connection with the provision of Employment Services.

1.2 In this Data Sharing Agreement unless the context otherwise requires:

- a. Clause and schedule headings are included for convenience only and will not affect the construction or interpretation of this Data Sharing Agreement
- b. References to clauses and schedules are references to the relevant clauses and schedules of this Data Sharing Agreement
- c. A reference to writing includes email
- d. All references to the Parties include their permitted successors and assigns; and
- e. Any reference to a statute or statutory provision includes references to that statute or statutory provision as the same may from time to time be amended, extended, re-enacted or replaced (whether before or after the



date of this Data Sharing Agreement) and including all subordinate legislation made under it from time to time.

## **2. Status of this Agreement**

2.1 This Data Sharing Agreement governs the Data Sharing and is the only basis upon which OCH will share data to 3<sup>rd</sup> parties

2.2 This Data Sharing Agreement is intended to be legally binding and shall prevail over all other agreements, arrangements and understandings between the Parties relating to the Data Sharing, whether made before or after the date of this Data Sharing Agreement and notwithstanding any wording to the contrary in such agreements, arrangements and understandings between the Parties.

2.3 Any agreements, arrangements and understandings between the Parties which are unrelated to the Data Sharing, or which are related to the Data Sharing but do not conflict with the provisions of this Data Sharing Agreement, shall continue in full force and effect notwithstanding this Data Sharing Agreement.

2.4 This Data Sharing Agreement shall commence on the Effective Date and shall continue in full force and effect until the Contract of Use is terminated by either party

2.5 On the termination of this contract, all permission for the use of the Student Data is withdrawn and must be deleted from all records, any further communication with Students or further use of the data will be seen as a breach of this contract and a breach of GDPR.

## **3. Data Protection Compliance**

4.1 Each Party shall comply with all the obligations imposed on a controller under the Data Protection Legislation. Any material breach of the Data Protection Legislation by a Party in connection with the Data Sharing shall constitute a material breach of this Data Sharing Agreement.

4.2 OCH shall:

- a. Ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes; and

4.3 The Parties shall:

- a. Process the Shared Personal Data only for the Agreed Purposes
- b. Not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients
- c. Ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement
- d. 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
- e. Not transfer any personal data outside the EEA otherwise than in compliance with the Data Protection Legislation.
- f. Accept that any downloaded data is only GDPR compliant at the time of download, after which point OCH cannot guarantee that consent has not been withdrawn by the student.

## **5. Cooperation between the Parties**

5.1 Each Party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, in connection with the Shared Personal Data, each Party shall:

- a. Consult with the other Party and cooperate in good faith in relation to any notices given to data subjects in relation to the Shared Personal Data
- b. Inform the other Party if any personal data has been transferred to the other Party in error or otherwise in breach of the Data Protection Legislation, requesting the immediate deletion of such inappropriately transferred personal data
- c. If legally required inform the other Party about the receipt of a complaint or subject access request from any data subject regarding the transfer of any Shared Personal Data between the Parties
- d. Provide the other Party with reasonable assistance in complying with any data subject access request. For the avoidance of doubt, a subject access request made to one Party in its capacity as data controller shall not oblige the other Party to disclose any personal data it holds independently in its capacity as a data controller
- e. If legally required inform the other Party without delay if a data subject requests the erasure of any Shared Personal Data. For the avoidance of doubt, where one Party is obliged to erase any Shared Personal Data, the

other Party shall not be obliged to erase the same Shared Personal Data if that other Party may lawfully continue to hold and process such Shared Personal Data

- f. Assist the other Party, at the cost of the other Party, in responding to any other request from a data subject and 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 relating to the Shared Personal Data
- g. Notify the other Party without undue delay on becoming aware of any breach of the Data Protection Legislation in connection with the Shared Personal Data
- h. Maintain complete and accurate records and information to demonstrate its compliance with this clause 5; and
- i. Provide the other Party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the procedures to be followed in the event of a data security breach.

## **6. General**

6.1 Any notice given in connection with this Agreement shall be in writing and delivered by hand, pre-paid first class post or courier (using an internationally recognised courier company) to the registered office of the other Party or to such other address subsequently notified in writing by the other Party for such purpose.

6.2 No Party may assign, novate, sub-contract, charge or otherwise transfer any or all of its rights or obligations under this Agreement without the prior written consent of the other Party.

6.3 If any provision of this Agreement is held to be void, illegal or otherwise unenforceable by a court of competent jurisdiction then the relevant provision will be deemed deleted and the remaining provisions of this Agreement will remain in full force and effect.

6.4 No variation or amendment of this Agreement will be effective unless it is made in writing and signed on behalf of each Party.

6.5 No person other than a Party has any rights under the Contracts (Rights of Third Parties) Act 1999 or any similar legislation to enforce any terms of this Agreement.



6.6 If there is a conflict between this agreement and any other agreements we have with you relating to data sharing this Data Sharing Agreement will take precedence.

6.7 The validity, construction and performance of this Agreement shall be governed by English law.

6.8 The Parties irrevocably submit to the exclusive jurisdiction of the English courts to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This agreement has been executed by the parties.

**Oxbridge Careers Hub**

Date: 25/06/19

Name: Benedict Aldous

Title: Managing Director

/s/ Benedict Aldous

AND

**All OCH Employer platform users**