

AGREEMENT FOR THE SHARING OF DATA

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between

**Action Sustainability (Trading) Limited
trading as The Supply Chain Sustainability School**

and

Partners of the Supply Chain Sustainability School

AGREEMENT FOR THE SHARING OF DATA

PARTIES

1. **Action Sustainability (Trading) Limited trading as The Supply Chain Sustainability School** incorporated and registered in England and Wales with company number 07275849 whose registered office is at 2nd floor, Albert House, 256 – 260 Old Street, London, England, EC1V 1DD ("**the School**"); and
2. **Partner of the Supply Chain Sustainability School** as defined by the Partner Schedule.

together, the "**parties**" and each a "**party**"

RECITALS

- A) Pursuant to the terms of the Supply Chain Sustainability School Constitution ("Constitution") and a Partner Schedule between the Partner and the School ("Partner Schedule"), the organisation became a partner member of the School's Supply Chain Sustainability School.
- B) The Parties intend to enter into an agreement for the sharing of data as further defined below (the "Agreement") to set out the terms that shall apply between the Parties in relation to the sharing and/or Processing of Personal Data by the Parties for the Agreed Purposes pursuant partner membership with the School.

AGREED TERMS

1. DEFINITIONS

"**Agreed Purposes**" means those purposes set out in clause 2 of this Agreement.

"**Agreement**" this agreement for the sharing of data as defined in recital B.

"**Applicable EU Law**" means any European Union (EU) law or EU Member State law;

"**Partner**" means those organisations who pay an annual fee to be a Partner to the Supply Chain Sustainability School and have signed a Partner Schedule.

"**Partner Personal Data**" means the Personal Data being Processed by the School as Processor for the Partner as set out in the Data Protection Particulars;

"**Confidential Information**" means all information obtained from the other Party which by its nature should be treated as confidential information or is marked as such which may come into its possession or into the possession of its employees, agents or subcontractors as a result of or in connection with this Agreement and any and all information which may be derived from such information excluding information which (i) is publicly available and/or (ii) is required to be disclosed by law;

"**Data Discloser**" means the Parties transferring the Personal Data to the "**Data Receiver**";

"**Data Protection Laws**" means (i) the UK Data Protection Act 2018 (as amended and/or updated from time to time) ("**DPA**") and (ii) the UK General Data Protection Regulation ("**UK GDPR**") (as amended and updated from time to time);

"**Data Protection Particulars**" means the particulars of the Processing set out in Appendix 2;

"**Data Transfer**" means transferring, accessing or Processing the Partners Personal Data, from or to a jurisdiction or territory that is a Restricted Country;

"**Data Transfer Agreement**" means the form of agreement supplied by Partner incorporating UK GDPR

"**Losses**" means all losses, liabilities, costs (incl fines, investigative charges, expenses, actions, procedures, claims, demands, damages (including damages awarded by a competent court or paid

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pursuant to a settlement), penalties or regulatory fines, investigative, corrective or compensatory action costs required by a regulator or costs of defending enforcement action;

"Permitted Purpose" means the purpose of the Processing set out in the Data Protection Particulars;

"Restricted Country" means a country, territory or jurisdiction outside of the UK which the UK Government has deemed to provide inadequate protection in relation to UK Data Protection Laws;

"Shared Personal Data" means the Personal Data as set out in Appendix 1 to be shared between the Parties under clause 4 of this Agreement;

"Supervisory Authority Correspondence" means correspondence or written or verbal communication from the Supervisory Authority in relation to the Partner organisation's Personal Data;

"Term" means such length of time as is required for the Parties to fulfill the Agreed Purposes as set out in clause 8 of this Agreement.

"Personal Data", "Data Subject", "Processing", "Controller", "Processor", "Personal Data Breach", and "Supervisory Authority" shall have the meanings given to them in the Data Protection Laws.

2. PURPOSE

- 2.1 This Agreement sets out the framework for sharing of Shared Personal Data between the Parties and Processing of the Partner Organisation's Personal Data by the School on behalf of the Partner (including any School initiatives where the Partner provides supply chain data).
- 2.2 The Agreement defines the principles and procedures that the Parties shall adhere to and their respective responsibilities as required by applicable Data Protection Laws.
- 2.3 In relation to Shared Personal Data each Party shall act as a separate, independent Controller when sharing such Shared Personal Data for the Agreed Purposes and shall comply with the Controller to Controller clauses set out in Clause 3.
- 2.4 In relation to the **Partner Organisation's** Personal Data Processed by the School on behalf of the Partner the School shall act as Processor on behalf of the Partner and the School shall comply with the Controller to Processor terms set out in Clause 4.

3. CONTROLLER TO CONTROLLER CLAUSES

- 3.1 In relation to the Shared Personal Data, each Party shall comply with all Data Protection Laws applicable in its role as a Controller during the Term of this Agreement.
- 3.2 The Data Discloser shall ensure that it has all necessary permissions (if appropriate) and notices in place to enable lawful transfer of the Shared Personal Data to the Data Receiver for the duration and Agreed Purposes set out in Appendix 1 of this Agreement. The categories of Shared Personal Data and types of Data Subjects affected are set out in Appendix 1.
- 3.3 Each Party shall not process Shared Personal Data in a way that is incompatible with the Agreed Purposes.
- 3.4 A Data Receiver shall not share the Shared Personal Data with a third party without the express written permission of the Data Discloser.
- 3.5 As separate Controllers, each Party shall remain responsible for ensuring that all uses of the Shared Personal Data controlled by such party are in compliance with all applicable Data Protection Laws.
- 3.6 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.
- 3.7 Each Party shall co-operate with the other, to the extent reasonably requested, in relation to any communication from a Supervisory Authority concerning the Processing of Shared Personal Data, or compliance with the Data Protection Laws.
- 3.8 The Data Discloser shall ensure that Shared Personal Data is accurate and up to date.

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- 3.9 Where either Party becomes aware of inaccuracies in Shared Personal Data, such Party will use reasonable endeavours to notify the other Party within a reasonable period of time. Under UK GDPR, individuals have the right to have personal data rectified (data is incomplete or inaccurate). Either Party, once made aware must rectify any inaccurate personal data that relates to the individual without undue delay, and in **any event within one month**.
- 3.10 Each Party shall comply with their obligations under the Data Protection Laws in relation to any Data Subject requests including subject access requests, erasure or rectification or portability requests in relation to Shared Personal Data that such Party is in control of as Controller and shall provide reasonable and prompt assistance as is necessary to the other Party to comply with such Data Subject right requests and/or to respond to any other queries or complaints from Data Subjects in relation to rights requests.
- 3.11 The Data Receiver shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes.
- 3.12 The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in relation to Shared Personal Data in an expeditious and compliant manner. To the extent that each Party controls applicable Shared Personal Data, each Party shall be responsible for:
- 3.12.1 Reporting any Personal Data Breach to the appropriate Supervisory Authority and (where required) Data Subjects under the Data Protection Laws;
 - 3.12.2 Informing the other Parties of any Personal Data Breach irrespective of whether there is a requirement to notify any Supervisory Authority or Data Subject(s), within 1 business day of becoming aware of a confirmed or suspected Personal Data Breach;
 - 3.12.3 Fully investigate any Personal Data Breach (in a timely manner) in order to determine the possible root cause and implement any appropriate corrective actions.

4 CONTROLLER TO PROCESSOR CLAUSES

- 4.1 The Partner Organisation shall be Controller of the Partner's Personal Data Processed by the School as set out in the Data Protection Particulars and the School shall be Processor where Processing the Personal Data in accordance with the Data Protection Particulars.
- 4.2 Where acting as a Processor for the Permitted Purpose, the School shall:
- 4.2.1 Process the Partner's Personal Data for the purposes of performing its obligations, strictly in accordance with this Agreement and the Partner's instructions and comply with the obligations of a Processor under the Data Protection Laws;
 - 4.2.2 unless prohibited by law, notify the Partner immediately and within twenty-four (24) hours if it considers (acting reasonably) that it is required by Applicable UK Law to act other than in accordance with the Partner's instructions;
 - 4.2.3 deal promptly and properly with all enquiries relating to Processing of the Partner's Personal Data;
 - 4.2.4 not disclose the Partner's Personal Data to any third parties (including subcontractors) in any circumstances without the Partner's prior written consent (not to be unreasonably withheld) unless otherwise required by law;
 - 4.2.5 not make nor permit a third party to make a Data Transfer unless it has: (i) obtained the Partner's prior written consent; (ii) provided, in advance, a risk assessment to the Partner's of the Personal Data to be transferred and the Restricted Country or Countries to which Personal Data will be transferred; and (iii) put in place measures to ensure compliance with Data Protection Laws including safeguards for such Personal Data and entering into a Data Transfer Agreement with the Partner's and/or the School's sub-processors;
 - 4.2.6 notify the Partner promptly and within forty-eight (48) hours of receipt of any Data Subject Request or Supervisory Authority Correspondence and shall: (i) not disclose the Partner's Personal Data in response to any Data Subject Request or Supervisory Authority Correspondence without the Partner's prior written consent; (ii) provide the Partner with all reasonable co-operation and assistance required;

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- 4.2.7 notify the Partner promptly and within twenty-four (24) hours of becoming aware of any actual or suspected Personal Data Breach or 'near miss' data incident which could have led to a Personal Data Breach, and: (i) inform and keep informed on an on-going basis the Partner with the known facts; (ii) implement any measures necessary to restore security of the Partner's Personal Data; and (iii) subject to Clause 4.2.4, assist the Partner in any notifications the Partner is required to make to the Supervisory Authority and affected Data Subjects; and;
- 4.2.8 use all reasonable endeavours to assist the Partner to comply with the obligations imposed on the Partner by the Data Protection Laws.
- 4.3 Save as required by Applicable UK Law, upon termination or expiry of this Agreement and/or the date on which the Partner's Personal Data is no longer relevant to, or necessary for, the Permitted Purpose, whichever is later, the School shall cease Processing all the Partner's Personal Data and (as directed in writing by the Partner) return or permanently and securely destroy all the Partner's Personal Data and all copies in its possession or control.
- 4.4 The School shall only disclose the Partner's Personal Data to personnel or sub-processors, vetted by the School for reliability and integrity and required to access such the Partner's Personal Data to assist the School in meeting its obligations under this Agreement and whom the School has ensured that it has contractually-binding confidentiality undertakings with and, in the case of sub-processors, a contract with obligations equivalent to those imposed on the School in Clause 4.2.
- 4.5 The Partner organisation reserves the right to conduct or instruct a third party to conduct an audit of the School's compliance with this Clause 4 on reasonable prior written notice no more than once per annum and the School shall provide reasonable support and co-operation in relation to such audit.
- 4.6 Subject to the limitation of liability set out in Clause 7.2, the School shall indemnify and keep the Partner's indemnified from and against all Losses arising out of or in connection with any breach by the School of its obligations under this Clause 4.
- 4.7 Subject to the limitation of liability set out in Clause 7.2, the Partner's shall indemnify and keep the School indemnified from and against all Losses arising out of or in connection with any instruction given by the Partner to the School pursuant to Clause 4.2.1 which is in breach of Data Protection Laws.

5 CONFIDENTIALITY

- 1.1 All Confidential Information given by one party (the "**Disclosing Party**") to the other party (the "**Recipient**") or otherwise obtained, developed or created by the Recipient relating to the Disclosing Party will be treated by the Recipient, its employees, agents and subcontractors as confidential and will not, other than as necessary for the performance of this Agreement be used or disclosed without the prior written consent of the Disclosing Party.
- 5.1 The Recipient shall ensure that only those of its employees, agents and its subcontractors to whom disclosure of the Confidential Information is required for the performance of the Recipient's obligations under this Agreement will have access to the Confidential Information and then only to the extent necessary to perform those obligations. Confidential Information may be disclosed to the extent required by law but in those circumstances the Recipient shall give the Disclosing Party prompt written notice of the disclosure, where practicable before it occurs, so that the Disclosing Party may have an opportunity to prevent the disclosure through appropriate legal means.
- 5.2 Each party will ensure the compliance by its group companies or affiliates, employees, consultants, agents and subcontractors with the obligations of that party under this Clause 5.
- 5.3 The contents of this Agreement shall be treated by the parties as Confidential Information.

6. RESOLUTION OF DISPUTES

In the event of a dispute or claim brought by a Data Subject or the Supervisory Authority concerning the processing of Shared Personal Data against either or all Parties, the Parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

7. LIABILITY

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- 7.1 Neither party limits its liability for fraud or fraudulent misrepresentation or for death or personal injury caused by its negligence;
- 7.2 Subject to Clause 7.1, the total liability of either Party to the other for any Losses under or in relation to the indemnities set out in Clauses 4.6 or 4.7 as applicable shall not exceed the amount paid in Annual Partnership Fees per claim or series of connected claims.
- 7.3 Except as otherwise set out in Clause 7.2, the Parties respective liabilities to each other shall be subject to the liability provisions as set out in the Constitution and Partner Schedule.

8. TERM

This Agreement shall be in force from the Effective Date and shall continue thereafter unless and until terminated by either party without cause on the expiry of 6(six) months' notice in writing given to the other at any time or unless and until the Partner's membership with the School is terminated or expires or the School ceases to operate either of which will automatically terminate this Agreement ("**Term**").

9. TERMINATION

- 9.1 Each of the Partner and the School shall be entitled to terminate this Agreement immediately by written notice to the other party if that other party:
- 9.1.1 is unable to pay its debts or becomes insolvent;
 - 1.1.1 is the subject of an order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction);
 - 9.1.2 has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;
 - 9.1.3 enters into or proposes any composition or arrangement with its creditors generally;
 - 9.1.4 is in material breach of this Agreement and either such breach is not capable of remedy or, if the breach is capable of remedy, such Party has failed to remedy the breach within 20 business days of receiving written notice requiring it to do so.
- 9.2 For the avoidance of doubt, notwithstanding any expiry or termination of this Agreement the obligations set out in this Agreement shall continue to apply in relation acts or omissions of either Party to the extent that such Party continues to Process Personal Data in connection with this Agreement.
- 9.3 Clauses 3, 4, 5, 6, 7, 8, 9, 10 and 11, shall survive termination or expiry of this Agreement.

10. LAW AND JURISDICTION

The Parties submit to the exclusive jurisdiction of the courts of England and any dispute arising out of or in connection with this Agreement between the Parties shall be subject to English law.

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11. NOTICE

- 11.1 Each Party shall nominate a single point of contact within its organisation who can be contacted in respect of queries or complaints regarding the Data Protection Laws and/or compliance under the terms of this Agreement. For the purposes of this agreement, unless otherwise stated the nominated single point of contact will remain as the individual of the Partner Organisation who has signed the Partner schedule.

The School	The Partner
Address: Claire Green Action Sustainability (Trading) Limited trading as The Supply Chain Sustainability School 2nd floor, Albert House, 256 – 260 Old Street, London, EC1V 1DD Email: claire.green@supplychainschool.co.uk	Address & Email: Detailed in the Partner Schedule

- 11.2 Any notice or other document to be given by a Party under this Agreement shall be in writing and shall be considered to have been given if hand delivered to the relevant recipient above or sent by registered post or email address to the that recipient at the address or relevant email address for that recipient set out above, or such other address or email address as one party may from time to time designate by written notice to the other.
- 11.3 Any notice or other document shall be considered to have been received by the addressee 5(five) business days following date of despatch of the notice or other document by registered post, immediately upon delivery where delivery is by hand or despatch on the next business day following email receipt. To prove that a notice or other document was received it shall be sufficient to show that it was properly addressed and despatched or successfully transmitted.
- 1.2 Nothing contained in this Agreement shall affect the right to serve process in any other manner permitted by law.

This Agreement has been entered into on the date the Partner Schedule has been entered into or from June 2021 (date this agreement was published to www.supplychainschool.co.uk).

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APPENDIX 1

Shared Personal Data to be shared between the Parties

The below appendix sets out the activities and Agreed Purposes involving Shared Personal Data for which each Party acts as a separate Controller:

Activities involving Shared Personal Data over which the Partner is Controller	Processing of Shared Personal Data namely: names, contact details, work email address and work telephone number for key priority subcontractors and/or suppliers of the Partner Organisation in that particular Partner's supply chain who are: (i) for the purposes of allowing the School to determine if such suppliers are members of the School so the School can issue communications to such individuals as a separate independent Controller and (ii) not yet registered members of the School, for the purposes of providing the School with such contact details so the School can issue communications to such individuals as a Processor to the Partner. (iii) Uploading supplier data into the Carbon Calculator and the Diversity Tool for the purposes of encouraging them to use the performance measurement tool. Data included in the Diversity Tool can incorporate age, gender, disability, ethnicity, faith, sexual orientation. All fields are optional and to be completed by the supplier themselves. (iv) any other School initiatives where the Partner provides supply chain data for the purposes of measuring performance or managing the learning the supply chain are doing.
Activities involving Shared Personal Data over which the School is Controller	Processing of Shared Personal Data in relation to priority subcontractors or suppliers of the Partner who are already members of the School namely: names, contact details, work email address and work telephone number, for the purposes of (i) the School issuing communications to such individuals as a separate independent Controller regarding the School's workshops, online learning and activities and (ii) managing the School's opt-in consent records for membership of such individuals with the School and consent to receive marketing communications regarding the School's activities. (iii) Supporting the uploading supplier data into the Carbon Calculator and the Diversity Tool for the purposes of encouraging them to use the performance measurement tool. Data included in the Diversity Tool can incorporate age, gender, disability, ethnicity, faith, sexual orientation. All fields are optional and to be completed by the supplier themselves. (iv) any other School initiatives where the Partner provides supply chain data for the purposes of measuring performance or managing the learning the supply chain are doing.
The Partner's Controller responsibilities	To the extent relevant to Shared Personal Data being controlled and processed by the Partner as defined above: (i) Lawfulness, fairness and transparency; (ii) Purpose limitation; and (iii) Compliance with the rights of the Data Subject (i.e. including leading as a point of contact for management and/or responding to Data Subject Requests). (iv) Data minimisation; (v) Accuracy; (vi) Storage minimization / retention (vii) security of the Shared Personal Data in its possession or control; and (viii) the restrictions on transfers of Personal Data if applicable under relevant Data Protection Laws.

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The School's Controller responsibilities	To the extent relevant to Shared Personal Data being controlled and processed by the School as defined above: (i) Lawfulness, fairness and transparency; (ii) Purpose limitation; and (iii) Compliance with the rights of the Data Subject (i.e. including leading as a point of contact for management and/or responding to Data Subject Requests). (iv) Data minimisation; (v) Accuracy; and (vi) Storage minimization / retention (vii) security of the Shared Personal Data in its possession or control; and (viii) the restrictions on transfers of Personal Data if applicable under relevant Data Protection Laws.
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APPENDIX 2

DATA PROTECTION PARTICULARS

The below appendix sets out the Data Protection Particulars in terms of the Partner's Personal Data which is being Processed by the School as Processor for and on behalf of the Partner as Controller:

The subject matter and duration of the Processing	Processing of the Partner's Personal Data relating to its key priority subcontractors and suppliers in connection with issuing communications regarding membership with the School or in relation to the School's activities to such subcontractors or suppliers who are not yet members of the School, with Processing to be stored for as long as is necessary for the purposes of such communications and a retention period of 12 months from receipt of the data unless otherwise instructed by the Partner or until such time as such Data Subjects become members of the School or opt-in into the School's membership.
The nature and purpose of the Processing	Processing of the Partner's Personal Data relating to its key priority subcontractors and suppliers in connection with issuing communications regarding membership with the School or in relation to the School's activities to such subcontractors or suppliers who are not yet members of the School.
The type of Partner Personal Data being Processed by the School	Names, contact details, work email address and work telephone number for key priority subcontractors and/or suppliers of the Partner in the Partner's supply chain, who are not yet registered members of the School, for the purposes of the School where instructed by the Partner issuing communications to such individuals as a Processor to the Partner. A Partner who uploads data into their dashboard gives permission to the School to contact those who are not yet registered members of the School. If the Partner disagrees, they can instruct the School at any time to remove this data from any further communications by the School.
The categories of Data Subjects	Employees, workers or contractors who are contacts of key priority subcontractors and/or suppliers of the Partner in its supply chain as instructed by the Partner.