

Data Sharing Statement

Background

This Statement outlines the expectations of Activate Learning in respect of the handling of personal data shared with select third parties for the purpose of providing work experience placements for our learners.

Activate Learning recognises that, in some circumstances, it is necessary to share personal information, including some sensitive, special category data, with certain third parties, for the purpose of fulfilling our public task of delivering teaching and learning, including facilitating the provision of work experience placements. Whilst in most instances, we will seek to establish a data sharing agreement with third party data recipients, in order to ensure that we protect the privacy of our stakeholders, Activate Learning recognises that in some instances, this process could result in undue delay and therefore prevent the efficient securing of placements.

Therefore, this statement is issued to any third parties with whom we are required to share personal information without a data sharing agreement in place. It is expected that recipients of personal data covered by this Statement will respect the requirements herein and will notify the sharer immediately if they are unable to fulfil any of its requirements.

Interpretation

The terms and expressions set out in this Statement shall have the following meanings:

“Relevant legislation” shall specifically include the UK General Data Protection Regulation (“the GDPR”); the Data Protection Act 2018; the Electronic Communications Data Protection Directive (2002/58/EC); the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) (as amended); and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by any national data protection authority, and the equivalent of any of the foregoing in any relevant jurisdiction.

“Data Controller”, “Data Processor”, “processing”, “special category data”, “data subject” and “appropriate technical and organisational measures” shall have the meanings given to them in the GDPR;

“Shared data” shall mean any personally identifiable information (as defined in the GDPR) which is shared with the recipient under this Statement.

“Data breach” shall mean a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the personal data.

Statement

Activate Learning shares data where necessary under the following expectations:

1. The recipient is expected to process data shared by Activate Learning only for the purpose of employment and health and safety law, and in so far as it is required and

permitted to do so by law.

2. The recipient is expected to comply at all times with the relevant legislation and not to process the shared data in such way as to cause Activate Learning to breach any of its obligations under the relevant legislation.
3. All personal data provided is strictly confidential and is expected not to be copied, disclosed, or processed for any other purpose without the express authority of Activate Learning.
4. The recipient is expected to ensure that all shared data is protected in accordance with all applicable legislation from time to time in force and any best practice guidance issued by the ICO.
5. Where the recipient processes shared data, it is expected that it shall:
 - 5.1 process the shared data only to the extent, and in such manner, as is necessary in order to comply with its employment law obligations or as is required by law or any regulatory body;
 - 5.2 implement appropriate technical and organisational measures and take all steps necessary to protect the shared data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
 - 5.3 not transfer or process shared data outside the European Economic Area without the prior written consent of Activate Learning and, where Activate Learning consents to a transfer, comply with its obligations under the relevant legislation and ensure an adequate level of protection to any personal data that is transferred;
 - 5.4 not transfer any shared data to any third party without the written consent of Activate Learning.
6. The recipient is expected to provide all reasonable information and assistance necessary to enable Activate Learning to meet their responsibilities under the relevant legislation.
7. In the event of a data breach, the recipient is expected to inform Activate Learning via the Data Protection Officer immediately upon discovery of the breach and should provide Activate Learning with all information and assistance required in the investigation of and response to the breach.
8. The recipient is expected to retain or process shared data for no longer than is necessary to carry out its safeguarding obligations. The recipient is expected to use a secure method to delete shared data, which ensures that it cannot be accessed by any third party.

Both parties should accept and acknowledge that nothing within this Statement relieves them of their own direct responsibilities and liabilities under the relevant legislation, and that they may be subject to investigation, penalty and/or legal action as a result of failure to meet those responsibilities.