

## **Data Sharing Agreement (Controller to Controller)**

This agreement is dated 03/07/2020

### **PARTIES**

(1) Royal Academy of Dance incorporated and registered in England and Wales with company number 312826 whose registered office is at 36 Battersea Square, London, SW11 3RA (“herin after: RAD”)

(2) [FULL COMPANY NAME / NAME TEACHER incorporated and registered in ADDRESS AND COUNTRY (“hereinafter: Applicant”)

### **PREAMBLE**

This Data Sharing Agreement constitutes a legal agreement between the RAD and the Applicant. Due to the escalation of the COVID-19 worldwide, the RAD has suspended all RAD examiner travel. Due to these exceptional circumstances the exams cannot be performed ‘live’ to an examiner and therefor the RAD allows the applicants to film the exam to enable the student(s) of the applicant to take the exam under the conditions set out in this Agreement. All processing of Personal Data under this agreement is subject to legally binding obligations of confidentiality.

The Guidelines (Appendix 1) and the Consent for filming Form (Appendix 2) are an integral part of this Agreement.

### **AGREED PURPOSES:**

#### **1. Exam Purpose:**

Due to exceptional circumstances the exams cannot be performed ‘live’ to an examiner and therefor the RAD allows the applicant to film the exam to enable the students of the applicant to take the exam under the conditions set out in this Agreement and the guidelines.

#### **2. Training Purpose**

the footage may be used internally by the RAD for training and/or standardisation purposes. On occasion it may also be used in controlled external environments, such as meetings of dance examination boards. At no time will the identity of participants be revealed when the footage is used in these ways. In case explicit consent is not obtained from all candidates in an exam group the RAD will not use the footage for training purposes.

### **DEFINITIONS**

**Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures:** as set out in the Data Protection Legislation in force at the time.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time including the General Data Protection Regulation ((EU) 2016/679); the UK Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and any applicable national and state legislation protecting Personal Data.

**Permitted Recipients:** the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement (as a data processor). In case the applicant chooses to engage a professional camera person, then a data processor agreement including obligations of confidentiality needs to be signed between the applicant and the videographer. The Data Processor Agreement is attached in Appendix 3.

**Shared Personal Data:** the personal data to be shared between the parties under clause 1.1 of this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- a. applicant: name, contact details, email address, RAD ID number
- b. Parent / guardian: name, phone number, email address
- c. Exam candidates: name, RAD ID number, video footage and sound of filmed / recorded exam session

## 1. DATA PROTECTION

### 1. Shared Personal Data.

This clause sets out the framework for the sharing of personal data as specified above between the parties as controllers. Each party acknowledges that the applicant - will disclose to the RAD HQ Shared Personal Data collected by the applicant for the Agreed Purpose(s).

### 2. Effect of non-compliance with Data Protection Legislation.

Each party shall 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.

#### 1.3 Particular obligations relating to data sharing.

Each Party shall be individually and separately responsible for complying with the obligations that apply to it as a Data Controller under any applicable Data Protection Laws in relation to the Personal Data Processed under this agreement.

Each party 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; To obtain explicit consent for the agreed purpose(s) of the candidates and / or parents / guardians the consent for filming form attached to this agreement should be used (Appendix 2)

**(c)** process the Shared Personal Data only for the Agreed Purposes.

**(d)** not share, transfer or show the footage to any other person who is not a recipient or organisation other than the RAD without permission in writing of the RAD.

**(e)** ensure that all Permitted Recipients employed by the controller as an employee, freelancer or on a voluntary base are aware of these contractual obligations in this agreement and the guidelines stated in the guideline. In case a Permitted Recipient is not employed by either party as an employee the data processor Agreement in Appendix 3 should be signed. All recipients are bound by duty of confidentiality

**(f)** 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 as outlined in the guideline. Each party is solely responsible for any expenses incurred in order to make such technical and organisational measures available including (but not limited to) postal costs and any third parties used. Incurred expenses are not chargeable to either party for reimbursement at any time.

**(g)** not transfer any personal data received from the Applicant outside the EEA unless the transferor ensures that:

- the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR;
- appropriate safeguards are in place pursuant to Article 46 GDPR;

#### **1.4 Mutual assistance.**

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

**(a)** consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;

**(b)** promptly inform the other party about the receipt of any data subject access request;

**(c)** provide the other party with reasonable assistance in complying with any data subject access request;

**(d)** not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;

**(e)** assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;

**(f)** notify the other party without undue delay on becoming aware of any breach of Data Protection Legislation;

**(g)** at the written direction of the RAD, delete or return Shared Personal Data and copies thereof to the RAD on termination of this agreement unless required by law to store the personal data;

**(h)** use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers; The applicant will follow up the ruling on the transfer of the data as outlined in the Guidance in clause 1.7.

**(i)** maintain complete and accurate records and information to demonstrate its compliance with this clause;

#### **1.5 Indemnity.**

Without prejudice to any other indemnity contained in any original agreement, each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the

