

# Data Sharing Agreement

This **AGREEMENT** is made on 18<sup>th</sup> May 2021.

## **between:**

(1) **Merton Abbey Primary School**, whose address is High Path, London, SW19 2JY.

and

(2) **Merton Music Foundation**, a registered charity number 1004122

(The 'parties')

## **Rationale:**

To ensure the safety of staff, tutors, visitors and pupils (hereby referred to as 'users') during Merton Music Foundation's Music Centre activities at Merton Abbey Primary School, a central database of all users will be maintained.

As some Music Centre activity will take place during school hours, when Merton Abbey Primary staff and pupils will also be on site, it is necessary for this central database to include the details of the users of both parties.

Therefore, some users' personal data must be shared between the parties.

## **What Data Will Be Shared?**

The first and last names of staff, tutors, visitors and pupils and photographs of staff and tutors from both organisations will be stored centrally and accessible by both parties.

## **How Will This Data Be Stored?**

Data will be stored on a central online database provided by CB Securepass.

Within the database, users' data will be segregated as follows:

Merton Abbey Primary School data will be stored under the sub-categories 'Staff' and 'Pupils'.

Merton Music Foundation data will be stored under the sub-category 'MMF'.

All visitors for both Merton Music Foundation and Merton Abbey Primary School will be stored under the sub-category 'Visitors'.

## **Data Controllers**

Access to data will be restricted to named staff, secured via password protection. All Data Controllers will hold a current, valid DBS certificate.

## **The Agreement**

### 1) Obligations

The parties agree:

- To abide by all relevant legislation including, but not limited to, The Data Protection Act 2018
- To abide by the Privacy Policy of the other party
- To provide assistance to the other party in the event of a user exercising their rights relating to personal data
- To inform the other party in the event of a data breach
- To take reasonable steps to protect the data of the other party (for example, by ensuring the adoption of secure passwords by all controllers)

### 2) Limitations of Use

The parties agree:

- Not to access the data of the other party except in the event of an emergency evacuation of the site for the purposes of completing a roll call
- Not to download, transfer, distribute or otherwise copy the data of the other party

### 3) Data Retention

The parties agree:

- To retain data in accordance with all relevant legislation and ensure that processes are in place for the removal of users' data

Both parties retain the right to alter, edit, amend or withdraw their own users' data within the database.

**AGREED by the Parties on the date set out at the start of this Agreement**

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Michael Bradley – Headteacher, Merton Abbey Primary School

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Elisabeth Wigley – Chief Executive, Merton Music Foundation