

Data Sharing Agreement
For the sharing of Personal Data between
Project SEARCH partner organisations

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1. Introduction

DFN Project SEARCH University of Aberdeen is a one-year Internship programme, based on an international model which originated in the Cincinnati Children's Hospital in the USA, supporting young people with additional needs to gain skills and experience to go on to employment.

2. Organisations involved in the data sharing

Organisation	University of Aberdeen
ICO registration number	Z7266585
Business area/Faculty	Host Business
Operational contact	Heather Crabb
Data Protection Officer	Fiona Stewart

Organisation	North East Scotland College
ICO registration number	Z7094652
Business area/Faculty	BCD – part time programmes
Operational contact	Ann Brodie
Data Protection Officer	Jacqueline Gillanders

Organisation	Values Into Action Scotland Ltd (VIAS)
ICO registration number	ZA126254
Business area/Faculty	Licence Holder and Supported Employment Provider
Operational contact	Jim Saunders
Data Protection Officer	Norma Curran

Organisation	Skills Development Scotland
ICO registration number	Z144509
Business area/Faculty	Partner Organisation
Operational contact	Nicola Graham
Data Protection Officer	Laura Barjonas (DPO@sds.co.uk)

Organisation	Aberdeenshire Council
ICO registration number	To be completed
Business area/Faculty	Partner Organisation
Operational contact	Ewen Allardyce
Data Protection Officer	To be completed

Organisation	Department for Work & Pensions
ICO registration number	To be completed
Business area/Faculty	Partner Organisation
Operational contact	Alan MacDonald
Data Protection Officer	To be completed

Organisation	DFN Project SEARCH
ICO registration number	ZA730749
Business area/Faculty	Partner Organisation
Operational contact	Carmel McKeogh
Data Protection Officer	Julie Brennan

3. Purpose(s) of the data sharing

3.1 Purpose

The parties agree to share the specified personal data so that DFN Project SEARCH Interns can be supported during the application process to join the programme, during their time on the programme, during the transition to aftercare arrangements when leaving the programme and complying with terms of the licence and external funding bodies.

3.2 Aims and benefits

The data sharing aims to ensure that all partner organisations have the necessary information to support the Interns and maximise their potential to secure employment upon graduation.

3.3 Limitations on use

Data that is shared will only be processed for the purposes stated above at section 3.1.

3.4 Further disclosure

Data must not be shared with or disclosed to third parties without the prior agreement of all organisations involved in the data share.

4. Data to be shared

The personal data to be shared will be only what is required for the purpose as specified in this agreement. The data will be as follows:

4.1 Personal data

- Intern name
- Intern postal address and telephone number
- Intern email address
- Intern date of birth
- Intern nationality, gender, NI number
- Intern education history – schools attended, dates, qualifications
- Intern work history – reference, work experience
- Intern work/portfolio information, including qualifications achieved and progress reports
- Intern status as care experienced or young carer
- Parent/guardian/carer name
- Parent/guardian/carer contact details
- Referee name
- Post-graduation outcome information – salary, hours of work, job title

4.2 Special category data

- Intern health information
- Intern sexual orientation
- Intern religion or other belief
- Intern ethnic origin

5. Process for sharing

5.1 Transfer of data

Personal data will be transferred between the data sharing parties by email, delivery of paper copies and secure upload to Microsoft Teams.

See also section 7.3 – technical security.

5.2 Frequency of transfer

The data sharing will be done on a regular and ongoing basis as it becomes necessary to share information.

5.3 Access restrictions

Personal data to be shared should only be provided to those who need to have access, on a need-to-know basis.

6. Basis for sharing

6.1 Legal basis

UK GDPR Article 6(1)(b) - contract - to fulfil our contractual relationship with the interns

UK GDPR Article 6(1)(a) - consent - to process information about intern support needs in order to provide them with support on the programme and in finding a job

UK GDPR Article 9 (2)(g) - processing is necessary for reasons of substantial public interest; supported by DPA 2018 sch.1, part 2, s16(1). This is applicable if/when interns require support with the administration of their medication and where adherence to the requirements of and duties under the Equality Act 2010 is required, to make reasonable adjustments to support interns

UK GDPR Article 9(c) – processing is necessary to protect the vital interests of the data subject or of another natural person where the data subject is physically or legally incapable of giving consent;

UK GDPR Article 9(2)(a) - the data subject has given explicit consent to the processing of those personal data for one or more specified purposes.

7. Information security

Data sharing parties will ensure that data is maintained, secure and up to date and that appropriate technical and organisational measures are in place which relate to the security, storage and method of data transfer. This will be achieved by:

7.1 Personnel security

All DFN Project SEARCH on-site staff have undertaken data protection training and are aware of the requirements of the principles of the legislation.

North East Scotland College – Staff have undertaken data protection training and have sought guidance in relation to Project SEARCH activities from the College Data Protection Officer.

VIAS – Data protection training has been identified and will be delivered during Summer 2021.

University of Aberdeen – advice and guidance has previously been sought on how data protection legislation applies to the programme from the University’s Data Protection Adviser. The Business Liaison has undergone the University’s information security and data protection training. Advice and guidance from the University’s Data Protection team is readily available when required.

Skills Development Scotland – Staff are appropriately vetted and trained in relation to data protection and confidentiality.

7.2 Physical security

Within the DFN Project SEARCH classroom, paper files containing personal data are kept within locked drawers/cabinets to ensure security.

The Microsoft Teams site is hosted by North East Scotland College and can only be accessed by named individuals who are designated as participants and/or site owners.

7.3 Technical security

The Microsoft Teams site is hosted by North East Scotland College and can only be accessed by named individuals who are designated as participants and/or site owners.

7.4 Management of a security incident

Either party will report instances of a data breach in relation to this agreement to the other party’s contact within 12 hours of the breach being discovered. Such notification will specify:

- the nature of the personal data breach or suspected breach;
- the date and time of occurrence;
- the extent of the Data and Data Subjects affected or potentially affected, the likely consequences of any breach (in the case of a suspected breach, should it have occurred) for Data Subjects affected by it and any measures taken or proposed to be taken by that Party to contain the breach or suspected breach; and
- any other information that the other Party shall require in order to discharge its responsibilities under Data Protection Law in relation to such breach or suspected breach

The parties shall co-operate fully in the management of any breach of this Data Sharing Agreement, including investigation, containment, recovery, notification and mitigation activities. No breach shall be notified to any third party, including a student, their representative, the Police Service or the Information Commissioner, without first notifying the other party.

8 Information management

8.1 Subject access requests (SARs)

If an organisation received a SAR for access to shared personal data, that organisation should handle the request and inform the other(s) that a request has been received.

8.2 Freedom of information requests

If an organisation received a FOI/EIR request for access to shared data, that organisation should handle the request and inform the other(s) that a request has been received.

8.3 Retention and disposal

Data sharing agreement

Personal data shared for the purposes specified in this agreement will be kept for 3 years from completion of the programme, or the Intern’s last contact with DFN Project SEARCH.

Personal and course progress information will be retained securely (hardcopy and electronically on relevant classroom filing systems) within the DFN Project SEARCH classroom during the year the individual is enrolled on the programme and for a period of 5 years thereafter by Student Records in North East Scotland College to comply with any contractual, legal, audit or regulatory requirements.

If an organisation leaves the DFN Project SEARCH University of Aberdeen partnership, the lead representative will be asked to ensure the deletion or return of any personal information relating to Interns held within their records (unless they are legally required to retain such information in line with relevant statutory obligations).

At the end of the retention period, data should be securely deleted and a formal note of the deletion kept by all parties involved in the sharing.

9 Commencement and termination

This agreement will start [insert date/from the time of signing] and will expire [insert when agreement will expire].

A party may terminate this agreement if the other is in material breach of its terms and this is not remedied within a period of 30 days.


This agreement may only be varied with the written consent of all parties.

10 Signatories

By signing this agreement the Parties confirm that they accept its terms.

Organisation/Business Area: DFN Project SEARCH

Operational contact name: Carmel McKeogh

Signature  Date 14/01/2022

Organisation/Business Area:

Operational contact name:

Signature..... Date.....

Organisation/Business Area:

Operational contact name:

Signature..... Date.....

Organisation/Business Area:

Operational contact name:

Signature..... Date.....