

DATA SHARING AGREEMENT

Between

UK Research and Innovation – British Antarctic Survey

and

The British Antarctic Survey Club

Data Sharing Agreement – Processor

1. Parties to the agreement

- 1.1. The parties agreeing to share data are:
 - 1.1.1. UK Research and Innovation (**UKRI**) as set out in **Schedule A**.
 - 1.1.2. The **Third Party** as set out in **Schedule A**.

2. Length of agreement and termination

- 2.1. The **Agreement** between the **Parties** will commence on the **Start Date** and will terminate on the **End Date** as set out in **Schedule A**.
 - 2.1.1. The **Agreement's End Date** can be extended by mutual agreement upon review between the **Review Date** and before the **End Date** as set out in **Schedule A**.
- 2.2. The **Data** will be retained by the **Third Party** until:
 - 2.2.1. the **End Date** as defined in **Schedule A**, or
 - 2.2.2. when this **Agreement** has been given **Notice** and the **Purpose** of sharing the data has ceased.
- 2.3. Either **Party** may terminate this **Agreement**:
 - 2.3.1. by giving thirty days' notice in writing to the other **Party**; or
 - 2.3.2. with immediate effect by notice in writing if the **Third Party** materially breaches any of the terms of this **Agreement**.
- 2.4. On termination of this agreement, the **Third Party** will provide an assurance that all **Data** have either been returned to **UKRI** or confirmed as securely deleted (as detailed in this **Agreement**).

3. Purpose of agreement

- 3.1. The purpose of this agreement (the **Agreement**) is to facilitate the sharing of personal data (the **Data**) between **UKRI** and the **Third Party**.
- 3.2. The **Requirement/Purpose** for **UKRI** to share the **Data** is as detailed in **Schedule A**. The **Data** cannot be used for any other purpose. **UKRI** confirms that this does not change the purpose for which the **Data** was initially collected.
- 3.3. This **Agreement** provides a framework for the **Parties** to adopt in order to establish and regulate good working practices for use of the **Data**.
- 3.4. This **Agreement** has been developed following consultation between the **Parties** to ensure that the use of the shared **Data** is lawful, secure and properly controlled and to ensure that individuals' rights are respected.
- 3.5. The **Parties** to this **Agreement** will ensure that all their staff affected by it are fully aware of the **Agreement's** contents, and of their personal and organisational obligations to comply with the **Agreement**.
- 3.6. The **Data** provided by **UKRI** is detailed in **Schedule A**.
- 3.7. Where any **Data** shared by **UKRI** does not identify any individuals, the **Third Party** may not reference or combine this data with any other data sources to produce personal identifiable data, or that which could lead to an individual being identified.

- 3.8. The **Lawful Basis** for the sharing and processing of this **Data** is set out in **Schedule A**, along with the relevant exemption for sharing any special category personal data.
- 3.9. Where **Data** is being shared internationally, it is being shared based on the **Safeguards** detailed in **Schedule A**.
 - 3.9.1. Where the transfer is taking place under the Standard Contractual Clauses, the **Third Party** confirm that they will abide by Clauses.
- 3.10. The **Data** will be transferred securely to the **Third Party** on the **Transfer Date** via the **Transfer Mechanism** detailed in **Schedule A**.
- 3.11. In the event of a dispute arising as a consequence of this **Agreement**, the **Parties** will, as far as possible, attempt to resolve the matter through staff discussion. If issues remain unresolved after 30 days, or after all reasonable steps have been taken, the dispute may be elevated to the appropriate senior management of the **Parties** for joint consideration, discussion and resolution.
- 3.12. Any failure by **Third Party** individuals to comply with this **Agreement** will be dealt with in accordance with the appropriate disciplinary procedures or sanctions.

4. Security and access to data

- 4.1. This **Agreement** does not give the **Third Party** unrestricted access to the **Data**; individual access must only be on a 'need to know' basis.
- 4.2. The **Third Party** shall:
 - 4.2.1. take reasonable steps to ensure the reliability of all individuals who have access to the **Data**;
 - 4.2.2. limit access to the **Data** to only individuals that require access, and
 - 4.2.3. ensure that all individuals that have access to the **Data** have been reasonably trained in compliance with and their obligations under this **Agreement** and the current UK data protection legislation.
- 4.3. The **Third Party** confirms that all individuals with access to the **Data** have undertaken data protection training and are fully aware of their obligations and responsibilities to maintain its security and confidentiality.
 - 4.3.1. All individuals of the **Third Party** with access to this **Data** will follow the terms, procedures (if applicable) and standards that have been agreed and incorporated into this **Agreement**.
- 4.4. The **Third Party** shall ensure a level of security in relation to its storage and use of the **Data** that is reasonable and that is appropriate to the harm that might result from a breach.
- 4.5. The **Third Party** undertake and agree that the **Data** will not be disclosed to any other third party in any manner whatsoever, in whole or in part, without the specific approval of **UKRI**.

5. Freedom of Information

- 5.1. The **Third Party** acknowledges that **UKRI** is subject to the Freedom of Information Act (FOIA) and the Environmental Information Regulations (EIR). To support this the **Third Party** shall:
 - 5.1.1. provide all necessary assistance and cooperation as reasonably requested by **UKRI** to enable **UKRI** to comply with its obligations under the FOIA/EIR;
 - 5.1.2. transfer to **UKRI** all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

- 5.1.3. provide **UKRI** with a copy of all information that has been requested which is in its possession or control in the form that **UKRI** requires. This should be provided within 5 Working Days (or such other period as **UKRI** may reasonably specify) of **UKRI's** request for such Information; and
 - 5.1.4. not respond directly to a request for information unless authorised in writing to do so by **UKRI**.
- 5.2. The **Third Party** acknowledge that **UKRI** may be required under the FOIA/EIR to disclose Confidential Information without consulting or obtaining consent from the **Third Party**. **UKRI** shall take reasonable steps to notify the **Third Party** of a request for information to the extent that it is reasonably practical for it to do so but (notwithstanding any other provision in this agreement) **UKRI** shall be responsible for determining whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the FOIA/EIR.

6. Confidentiality of information

- 6.1. The **Parties** shall not disclose to any other third party any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party disclosed to it in connection with this **Agreement**.
- 6.2. Each **Party** may only disclose the other party's confidential information:
 - 6.2.1. to its individuals, officers, representatives or advisers who need to know such information for the purposes of the **Agreement** and the negotiation of any further **Agreement**. Each **Party** shall ensure that its individuals, officers, representatives or advisers to whom it discloses the other **Party's** Confidential Information comply with this clause; and
 - 6.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 6.3. Neither **Party** shall use the other **Party's** Confidential Information for any purpose other than that laid out in this **Agreement**.

7. Data Protection Compliance

- 7.1. **Schedule A** outlines the **Data Controller/Data Processor** relationship that exists between the **Parties** of this **Agreement**.
- 7.2. Each **Party** confirms that it can process the **Data** on the **Lawful Basis** specified in **Schedule A**.
- 7.3. Each **Party** shall provide reasonable assistance to the **Other Party** (taking into account the nature of processing and the information available) to ensure compliance with their obligations under the current UK data protection legislation with respect to:
 - 7.3.1. security of processing,
 - 7.3.2. data protection impact assessments,
 - 7.3.3. prior consultation with a supervisory authority regarding high risk processing, and
 - 7.3.4. notification to the supervisory authority and/or communications to data subjects in response to a data breach.
- 7.4. Each **Party** shall process the **Data** in accordance with the current UK data protection legislation and shall only process the **Data** in accordance with the activities, in pursuit of the purpose.

- 7.5. For the avoidance of doubt, the **Third Party** may retain and process the **Data** for any Data Subject where consent for processing has been received directly from a Data Subject in accordance with its own procedures or in respect of which the **Recipient** has a lawful basis for the processing.
- 7.6. Both **Parties** are separately responsible for complying with the requirements of the current UK data protection legislation, and maintaining the necessary records to evidence their compliance
- 7.7. Each **Party** will notify the other as soon as practicable and in any event within 2 Working Days of receipt of any:
 - 7.7.1. request received from a Data Subject where they are looking to exercise any of the Rights given to them under the current UK data protection legislation,
 - 7.7.2. complaint or communication regarding either **Party's** obligations under the current UK data protection legislation, including correspondence from the Information Commissioner or any other Regulator, or
 - 7.7.3. request from any third party for the disclosure of any **Data** shared under this **Agreement**.
- 7.8. Each **Party** shall without undue delay provide full assistance in relation to either **Party's** obligations under the current UK data protection legislation.
- 7.9. Where consent is relied upon as the condition for processing the **Data**, an individual may at any time withdraw their consent. In this event **UKRI** will communicate this to the **Third Party** and processing of that individual's information will cease unless any applicable purpose or condition under the current UK data protection legislation apply.
- 7.10. In respect of any Data Breach (or any information security incident) involving the **Data**, the **Third Party** shall notify **UKRI** without delay, and provide **UKRI** with full assistance to investigate and manage the incident.
 - 7.10.1. The **Third Party** will not notify the Information Commissioner of any Data Breach without prior consultation with **UKRI**.

8. Ensuring secure deletion of data

- 8.1. The **Third Party** shall, either delete or return all the **Data** to **UKRI** in such form as reasonably requested, after the earlier of:
 - 8.1.1. the end of this **Agreement**; or
 - 8.1.2. once processing by the **Third Party** of any **Data** is no longer required for the purposes of this agreement.and the **Third Party** shall delete existing copies (unless storage of any data is required by applicable laws, or unless the **Third Party** is a Data Controller in relation to that **Data** at the relevant time).

9. Review of the Agreement

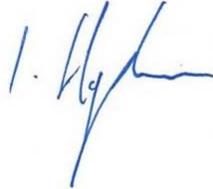
- 9.1. **UKRI** shall be informed immediately in the event of a merger or takeover of the **Third Party** or at least before any publication of the change, at which time an assessment and decision will be made by **UKRI** on steps to take relating to the termination or renewal of the **Agreement**.
- 9.2. This **Agreement** will be reviewed as required to ensure it is meeting all **Parties** requirements and business needs, and to ensure on-going compliance with current UK data protection legislation.

10. Signature authority

10.1. By signing and returning this **Agreement** to **UKRI**, the **Third Party** indicate their agreement to the terms and conditions set out in this **Agreement**.

On behalf of **UKRI**

Signature



Name Ieuan Hopkins

Position Archives, Records and Information Compliance Manager

Contact Details Email irho@bas.ac.uk
Tel 01223 221407

On behalf of **Third Party**

Signature



Name Jenny Dean

Position BAS Club Membership Secretary

Contact Details Email membership.basclub@gmail.com
Tel 07734 681 065

Schedule A

Basic Information	
Primary contact for UKRI:	<i>Ieuan Hopkins, Archives, Records and Information Compliance Manager, irho@bas.ac.uk</i>
Name of organisation that UKRI is sharing data with (third party):	<i>The BAS Club</i>
Primary contact for third party:	BAS Club Membership Secretary (currently Jenny Dean)
Status of the third party: Processor (Delete as required)	
Data sharing register entry reference:	UKRI-DSA-0085
Data sharing start date:	6th September 2022
Data sharing review date:	April 2025
Data sharing end date:	Ongoing
<p>The Requirement: The database of Winterers records the names, occupation, year and base of over 2500 men and women who have spent at least one winter South at British Antarctic bases from 1944 until recently (2020). The Database of Winterers was originally compiled by Keith Holmes at the BAS Club, mainly from publicly available information held by the BAS Archives Service, with corrections from fellow FIDs. It is held on the BAS Club website, at https://basclub.org/winterers/</p> <p>The current process for updating the database is as follows:</p> <ul style="list-style-type: none"> • The Archives Team asks the Station Leaders which staff were on their station on a specific day (usually Midwinter) annually. The Station Leaders are also asked to capture that the staff consent to having their information published online. • The Archives Team passes the responses onto the BAS Club Membership Secretary, who updates the database. There is a delay of one year in publishing this information online, so only the information from the previous year is published. <p>This data sharing agreement is to cover the sharing of personal data from BAS to the BAS Club.</p>	

Describe the personal data involved
<p>List the different categories of Data Subjects involved: e.g. Research and Innovation Community, UK Research and Innovation Board, UKRI Council or Peer Review Boards and Committees, Peer Reviewer, Current or past employee, visiting worker, student or third-party, agency worker, member of the public, a supplier, children and young people, part of a research study</p> <ul style="list-style-type: none"> • <i>Current or past employee</i>
<p>How many individuals are affected? <i>c. 35 each year</i></p> <p>Estimate what percentage of the data subject group(s) this represents: <i>Around 5 - 10% of current staff</i></p>
Describe the categories of personal data involved

Note: you don't have to list each field, just different groups of personal data.
e.g. work contact details, personal contact details, bank accounts, financial, health, and trades unions etc.?

- Name
- Role
- Base they are stationed at
- Year they were stationed there

Are any of these categories of personal data considered to be special category data?

No

Lawful basis for data sharing

Public Task	Contractual	Legal obligation	Legitimate interest	Consent
				x

Exemption for sharing special category personal data?

N/A – no special category data being processed	x
Consent	
Vital interests	
Obligations/rights with respect to employment, social security or social protection law	
Data made public by the data subject	
Establish, exercise, or defend a legal claim	
Public interest	
Preventative or occupational medicine	
Public health	
Archive in the public interest, or scientific/historical research	

International data transfers

Will the data be transferred outside of the UK?

No

Transfer mechanism

Date of first transfer:	September 2022
Frequency of transfers:	Yearly
Transfer mechanism:	Information is shared via email in an Excel format.

Privacy Notice and Consent Form – the Database of Winterers



**British
Antarctic Survey**

NATURAL ENVIRONMENT RESEARCH COUNCIL

The Database of Winterers records the names, occupation, year, and base of over 2500 individuals who have spent at least one winter South at British Antarctic bases, from 1944 until recently. It is published online and managed by the BAS Club. You can access the database here: basclub.org/winterers.

The information collected will be:

- First name, Initials and Surname;
- Current Station;
- Years of service at BAS;
- and your role on the station.

This information is sent from your Station Leader to the BAS Archives Team, who will send it to the BAS Club in order for the database to be updated. The information will not be shared with any other third parties, outside of being published online, and will only be used for the purpose of updating the database. This information will not be shared with the BAS Club unless you have given your consent.

The database is updated one year in arrears. This means that the information provided in 2021 will not be uploaded until 2022. This is for your security and privacy.

Under Data Protection Legislation, in order to process your personal data, BAS must have a legal basis for doing so. The legal basis, in this instance, is the consent of the data subject.

You can withdraw your consent at any time. Should you wish to no longer appear on the database, contact the BAS Archives Team at basarchives@bas.ac.uk and the information will be removed from the webpage.

For more information about how BAS uses your personal data as an employee, visit the UKRI Privacy Policy here: www.ukri.org/about-us/privacy-notice/

If you have any queries about how your personal information is processed, or if you would like to enact one of your Data Protection Rights, contact the BAS Archives Team at basarchives@bas.ac.uk.