

(1) OXFORD BROOKES UNIVERSITY

AND

(2) XXXX

GRANT DISBURSEMENT AGREEMENT

This Agreement is made by the parties on.....2025

BETWEEN

- (1) **OXFORD BROOKES UNIVERSITY**, a UK higher education provider (UKPRN 10004930) incorporated under statute, of Headington Campus, Oxford, UK, OX3 OBP ("**OBU**") acting by its authorised signatory for the time being; and
- (2) **XXXX**, [a company registered in [England] under number [insert number], whose registered office is at [insert address of registered office] **OR** [insert status of the Collaborator, e.g. NHS Trust] of [insert address of principal office] ("**Grant Recipient**")

OBU and the Grant Recipient being each a "**Party**" and collectively the "**Parties**".

RECITALS

- A. OBU has been awarded funding in the form of a grant from The Economic and Social Research Council ("Funding Body"), to carry out and oversee the project titled "Innovation Caucus" ("Main Project") and which is subject to the Funding Body's Terms and Conditions between the Funding Body and OBU ("Main Agreement").
- B. As part of the Main Project, OBU is permitted to make a number of awards to certain third parties ("Grant Recipients") in the form of grant disbursements, pursuant to successful applications to carry out further projects ("Sub-project(s)").
- C. This Grant Disbursement Agreement ("this Agreement") sets out the terms and conditions on which this Sub-project shall take place.
- D. [Optional provision The Grant Recipient shall be permitted to form their own separate agreement with Third Party Collaborator(s) as agreed in writing with OBU, binding them with the Terms and Conditions of this Agreement and the Main Agreement.]

Agreed terms:

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Agreement: this document, including its Schedules and Annex 1.

Background IP: means all know-how and rights of ownership in intellectual property which have been conceived or created and/or made or lawfully accessed or owned by either party and which does not form any part of the Sub-project.

Commencement Date: XXXX

Completion Date: XXXX

Confidential Information: means all information know-how knowledge data or Information expression of opinion or intention disclosed whether in writing or by word of mouth or by any other means whatsoever by one party to the other save that this definition shall not include any disclosed matter:

(a) which can be shown to have been already in the possession of the recipient by legitimate means at the time of disclosure;
(b) which can be shown to have been independently developed or acquired by the recipient without any breach of confidence or any infringement of third party rights;
(c) which is or becomes in the public domain other than through breach of this Agreement provided that where matter covered by one of the exceptions listed at (a) to (c) above is incorporated with unexcepted material that unexcepted material remains within the definition of Confidential Information.

Deliverables: the outputs set out in the Grant Recipient's successful application attached as schedule 1.

Foreground IP: is all know-how and any rights of ownership in intellectual property that is conceived created and/or made or lawfully accessed or owned by either party and which forms part of the performance of the Sub-project.

Funding Body: The Economic and Social Research Council.

Main Agreement: the Funding Body terms and conditions as set out in schedule 2.

Materials: Any material provided by either party for use within the Project as set out in Schedule 1.

Term: the period described in clause 3.

Third Party Collaborator: Any organisation or individual who are not OBU or Grant Recipient contributing to the Sub-project.

- 1.2 Clause, Schedules and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

- 1.11 NOT USED
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.
- 1.14 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.15 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.16 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Main Agreement

The terms and conditions set out in this Agreement are in addition to the Main Agreement. The Grant Recipient shall also be bound mutatis mutandis by the terms and conditions of the Main Agreement except for those provisions that are specific to OBU. In the event of a conflict between the terms of the Main Agreement and this Agreement, the specific conflicting term of this Agreement shall take precedence.

3. Commencement

This Agreement will come in effect on the Commencement Date and continue in full force and effect until the Completion Date, or until this Agreement is terminated in accordance with clause 11.

4. Sub-project

- 4.1 The Grant Recipient will carry out the Sub-project as set out in the application form.
- 4.2 The Grant Recipient warrants that it will obtain and maintain all regulatory and ethical licences, consents and approvals necessary to allow it to carry out the Sub-project and will carry out the Sub-project in accordance with all laws and regulations which apply to its activities under or pursuant to this Agreement.
- 4.3 The Grant Recipient shall co-operate with OBU and shall provide OBU with the information necessary for OBU to carry out its obligations and enable OBU to comply with its obligations to the Funding Body as may be reasonably required from time to time.
- 4.4 The Grant Recipient warrants to OBU that it has the full power and authority under its constitution and has taken all necessary actions and obtained all authorisations, licences, consents and approvals, to allow it to enter into this Agreement and to carry out the Sub-project.
- 4.5 Upon completion, the Grant Recipient shall deliver all Deliverables to OBU within one (1) Month.

5. Disbursement

- 5.1 Disbursement of the Grant in relation to the Sub-project will be made by OBU to the Grant Recipient in accordance with the following table.

	Budget (100% FEC)	Funded Amount (80% FEC)
DIRECTLY INCURRED COSTS		
Staff	£0	£0
Consumables	£0	£0
Travel & Subsistence	£0	£0
Other DI	£0	£0
DIRECTLY ALLOCATED COSTS		
Investigators	£0	£0
Estates	£0	£0
Other DA	£0	£0
INDIRECT COSTS	£0	£0
TOTAL	£0	£0

- 5.2 All disbursement amounts set out above are inclusive of Valued Added Tax (and/or any similar tax including sales tax or any import duties and similar applicable government levies).
- 5.3 In the event that the Funding Body requires the reimbursement by OBU of any sums related to the Sub-project under this Agreement, then to the extent that such requirements arise from the acts or omissions of the Grant Recipient, the Grant Recipient hereby agrees to reimburse OBU the full sums received by the Grant Recipient together with any reasonable interest charged thereon.
- 5.4 Where the Funding Body withholds payment to OBU in respect of the Sub-project carried out by the Grant Recipient, then OBU shall be under no obligation to make payment of such sums to the Grant Recipient.
- 5.5 Payment (inclusive of VAT) will be made by OBU to the Grant Recipient within thirty (30) days after the end of the month in which the appropriate invoice and final expenditure statement is received. All invoices should be sent directly to: Business School Finance Team : bs-recon@brookes.ac.uk

6. Auditing and Reporting

- 6.1 The Grant Recipient shall maintain and keep full, proper, separate accounts and financial

records detailing its expenditure in relation to the Sub-project.

6.2 The Grant Recipient shall:

- (a) during the Term allow OBU and/or its auditors and any other authorised representatives of OBU access to all and any information relating to the Sub-project during normal business hours on reasonable notice to inspect and where necessary to copy such accounts and records (including bank statements); and
- (b) within thirty (30) days of any request by OBU, the Grant Recipient shall provide to OBU, any financial and non-financial statements and reports necessary for OBU to fulfil its obligations to the Funding Body.
- (c) retain for Six (6) years after the termination of this Agreement, all original records of its expenditures on the Sub-project and shall provide OBU with such details as may be required to enable it to complete any reports as may be required by the Funding Body under the Main Agreement Conditions.

7. Confidentiality & Data Protection

- 7.1 Each party undertakes for the period of five years from the date hereof or for such other period as shall be agreed in writing by the parties:
- 7.1.1 to maintain Confidential Information in strict confidence save where ordered to disclose by a competent court of law or other empowered tribunal or authority; and
 - 7.1.2 to inform the other party promptly where disclosure has been ordered as envisaged in clause 7.1.1 above; and
 - 7.1.3 to keep securely Confidential Information such that only persons under an obligation of confidence no less than that imposed by these clauses have access to or custody of the Confidential Information and otherwise to protect the same with no less care than they apply to their own Confidential Information; and
 - 7.1.4 not to copy or reproduce the Confidential Information or make any record or re-formatting of it save as is reasonably necessary for the purpose of performing the Services or to incorporate or combine or otherwise make derivatives of the Confidential Information; and
 - 7.1.5 to return or destroy all Confidential Information either on request or within one month of the expiry of this Agreement.
- 7.2 The parties shall complete Annexe 1 if applicable, together with the specific detail per project as set out in Annex A, Schedule 1 Data Sharing Record of that Annexe 1. In order to ensure the correct handling and processing of data under the UK General Data Protection Regulations and Data Protection Act 2018 (currently in force in England (hereafter the "UK Data Protection Legislation") where OBU is acting as a Data Controller and the Grant Recipient is acting as a Data Processor (as defined in the UK Data Protection Legislation), the Parties shall comply with Annexe 1B Data Processing Agreement also attached as part of Annexe 1. For the purposes of all parts of Annexe 1 the Grant Recipient is the "Consultant".

8. Press Release & Publications

- 8.1 The Grant Recipient will not use OBU's name or logo in any press release or product advertising, or for any other promotional purpose or otherwise, without first obtaining OBU's written consent. Where consent is granted for publication then the Grant Recipient shall acknowledge the Main Project and the Funding Body on all publications.
- 8.2 The Grant Recipient shall be free to publish the results of the Sub-project. Authorship of any such publications will be decided in accordance with normal academic practice. All publications

shall acknowledge the funding made available for the Project by the Funding Body

9. Intellectual Property

- 9.1 This Agreement shall not alter either party's existing ownership of Background IP howsoever used for the performance of this Agreement. Each party hereby provides the other with a non-exclusive royalty free license to use the Background IP that it introduces for performance of the Services and the Project.
- 9.2 With the exception of intellectual property rights relating to improvements to the Grant Recipient's Background IP, (including its methodologies), any Foreground IP created in the delivery of this Agreement (including any Deliverables, Outputs and Materials generated) shall belong to the Grant Recipient but the Grant Recipient hereby licenses OBU on a royalty-free, non-exclusive basis to use such Foreground IP for academic, research and teaching purposes.
- 9.3 Where the Grant Recipient wishes to use defined Foreground IP that it has produced for commercial purposes it shall first obtain the prior written consent of the Innovation Caucus Project Manager acting for OBU (such consent not to be unreasonably withheld) following approval of the Co-Directors of the Innovation Caucus Project. Where the Grant Recipient commercially exploits the Foreground IP in following approval then the Grant Recipient agrees that it shall pay OBU a fair and reasonable royalty rate/revenue on the value of any products or processes commercially exploited that use or incorporate the Foreground IP
- 9.4 The Grant Recipient may take such steps as it may decide from time to time, at its expense, to register and maintain any protection for the Intellectual Property Rights in Foreground IP, including filing and prosecuting patent applications for, and taking any action in respect of any alleged or actual infringement of any Intellectual Property Rights in the Foreground IP.
- 9.5 Where the funder (IRC) requests an assignment of Intellectual Property Rights in the Foreground IP generated by each IRC sub-project to it as funder from OBU then the Grant Recipient agrees that it shall upon request by OBU assign the Intellectual Property Rights in the Foreground IP created by the Grant Recipient to OBU to permit an assignment from OBU to the funder.

10. Liabilities

- 10.1 The Grant Recipient represents and warrants to OBU that any advice or information given by it or any of its employees or students who work or have worked on the Sub-project, and the content or use of the Intellectual Property Rights in the Deliverables, Background IP, Foreground IP or Materials, works or information provided in connection with the Sub-project, will not constitute or result in any infringement of third party rights.
- 10.2 Subject to clause 10.5 and except under the indemnity under clause 10.3, the liability of a party for any breach of this Agreement or arising in any other way out of the subject-matter of this Agreement, will not extend to the loss of business or profit, or to any indirect or consequential damages or losses.
- 10.3 The Grant Recipient shall indemnify (on a full indemnity basis) OBU against breach of this Agreement and for breach of third party Intellectual Property Rights in the Deliverables, Background IP, Foreground IP or Materials, works or information provided by the the Grant Recipient in connection with the Sub-project.
- 10.4 Subject to clauses 10.3 and 10.5 and in the event that either Party is liable to the other, the total aggregate liability of such party for costs, expenses, loss and damages under or in connection with this Agreement or its subject matter howsoever arising shall not exceed the value of the

Sub-Project.

10.5 Nothing in this Agreement limits or excludes a party's liability for: (i) death or personal injury resulting from their negligence; or (ii) fraud or for any sort of liability which, by law, cannot be limited or excluded.

11. Termination

This Agreement may be terminated by OBU; (i) immediately in the event of termination of the Main Agreement by the Funding Body; or (ii) for any other reason by giving thirty(30) days' written notice.

12. Force Majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall, where reasonably possible, be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 2 months', the party not affected shall be entitled to terminate this Agreement by giving 30 days' written notice to the affected party.

13. Assignment and other dealing

This Agreement is personal to the parties and the Grant Recipient shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement, without first obtaining the written consent of OBU.

14. Announcements

The Grant Recipient shall not make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of OBU (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority, any court or other authority of competent jurisdiction.

15. Entire Agreement

- 15.1 This Agreement together with the Schedules constitutes the entire Agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.2 To the fullest extent permitted by law, the Grant Recipient agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. The Grant Recipient agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

16. Costs

Except as expressly provided in this Agreement, the Grant Recipient shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this Agreement.

17. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. Waiver

A waiver by OBU of any right or remedy in respect of any breach of any term or condition or requirement of this Agreement shall not prevent subsequent enforcement thereof and shall not be deemed to be a waiver of any right or remedy in respect of any subsequent breach.

19. Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

20. No Partnership or Agency

20.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

20.2 The Grant Recipient confirms it is acting on its own behalf and not for the benefit of any other person.

21. Notices

21.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

Any notices to OBU shall be marked for the attention of:

XXXX (RIE);

and any notices to the Grant Recipient shall be marked for the attention of:

XXXX

21.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

21.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21.4 A notice given under this Agreement is not valid if sent by email.

22. Modern Slavery, Anti-bribery and Anti-corruption

The Grant Recipient shall procure that in carrying out their obligations and rights under this

Agreement, they will comply with equality, modern slavery, anti-bribery and anti-corruption legislation or any legislation of the same nature in force during this Agreement and promptly notify OBU of any breach of this clause. If such an offence is committed by the Grant Recipient, OBU shall be entitled to terminate this Agreement with immediate effect and recover from the Grant Recipient all losses resulting from such termination.

23. Counterparts

- 23.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.
- 23.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.
- 23.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

24. Third Party Rights

Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

25. Multi-tiered Dispute Resolution Procedure

- 25.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("**Dispute**"), then the parties shall follow the procedure set out in this clause:
 - (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the lead representatives (which in the case of OBU shall be the Innovation Caucus Project Manager or their nominated representative, and in the case of the Grant Recipient shall be XXX) of each party shall attempt in good faith to resolve the Dispute;
 - (b) if the lead representatives for any reason are unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to the appropriately senior officers of no less than Director level of each party, who shall attempt in good faith to resolve it; and
 - (c) if for any reason the individuals in (b) are unable to resolve the Dispute within forty-five (45) days of it being referred to them, then the parties will attempt to settle by mediation in accordance with the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing to the other parties to the dispute requesting a mediation. A copy of the request should be sent to CEDR. The mediation will not start later than thirty (30) days after the date of such notice.
 - (d) No party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the Dispute by mediation pursuant to the provisions of the clauses 25.1(a), 25.1(b) and 25.1(c) above and either mediation has terminated, or a party has failed to participate in the mediation, provided that the right to issue court proceedings or apply for an interim injunctive relief is not prejudiced by a delay.

26. Governing Law

Subject to clause 25, this Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

27. Jurisdiction

Subject to clause 25, the Grant Recipient irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by and on behalf of
OXFORD BROOKES UNIVERSITY

Signed

Name

Title

Date

Signed by and on behalf of
XXXX

Signed

Name

Title

Date

DO NOT COPY

SCHEDULE 1

SUB-PROJECT

DO NOT COPY

SCHEDULE 2
MAIN AGREEMENT CONDITIONS

DO NOT COPY

ANNEX 1
Copy of Information Sharing Agreement between Brookes & the Consultant

INFORMATION SHARING AGREEMENT

1. Parties

This Information Sharing Agreement (ISA) defines the arrangements for processing data and information between:

1.1 Oxford Brookes University (OBU)

Headington Campus

OX3 0BP, Oxford, UK

Please tick as applicable (see Appendix A):

☐ **Data Processor**

☐ **Data controller**

1.2 The party/parties whose details are set out in the table below:

Please tick as applicable (see Appendix A): <input type="checkbox"/> Data Processor <input type="checkbox"/> Data Controller	
Name:	
Address:	

2. Single point of contact (SPoC) i.e. who will handle the data sharing (see Appendix A):

OBU	Party/Parties under Section 1.2

3. Purpose of the data sharing i.e. why is the information being shared (see Appendix A):

The purpose of data sharing is to

4. Data items to be shared i.e. what information is being shared (see Appendix A):

Only the minimum amount of personal data necessary to achieve an objective will be shared, in line with the principle of 'data minimisation'. The personal data should be ' <i>adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed</i> '.
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5. Basis for sharing, consent and privacy notice i.e. what is the legal justification for sharing/ has consent been gained if required and by what means/ has a privacy notice been issued (see Appendix A):

Justification for data sharing

In doing so, both parties will consider the potential benefits and risks, to individuals, of sharing the data by identifying:

- whether the objective could be achieved without sharing the data or by anonymising it.
- the minimum information required to achieve that purpose.
- any risks which the data sharing may pose.
- when and how often the data will be shared.

Lawful basis

In most cases for data sharing by public bodies the appropriate lawful basis is likely to be Public Task - “processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller” (UK GDPR Article 6.1(e)).

Parties agree that personal data must be obtained and processed in a transparent manner. Under the transparency element of UK GDPR lawfulness, fairness and transparency principle at Article 5(1) individuals have the “Right to be Informed” about the collection and use of their personal data. Where either party obtains personal data directly from a data subject they must provide them with information including: purposes for processing their personal data, retention periods for that personal data, and who it will be shared with. This must be provided via a Privacy Notice at the time where either party collect personal data from them. If either party obtains personal data from other sources, they must provide data subjects with privacy information within a reasonable period of obtaining the data and no later than one month.

The principle of transparency requires that any information addressed to the public or to the data subject be concise, easily accessible and easy to understand, and that clear and plain language and, additionally, where appropriate, visualisation be used.

Special Category Data can be processed lawfully in accordance with the exemption: it is necessary for archiving purposes, scientific or historical research or for statistical purposes and in the public interest in accordance with UK GDPR 9(2)(j). The appropriate safeguards required by Article 89(1) UK GDPR are in place including ethics approval where necessary and technical assurance has been considered as well as section 10 Data Protection Act 2018, and schedule 1 Part 1 Paragraph 4.

6. Secure methods of data sharing i.e. how will the information be shared (see Appendix A):

7. Secure data storage i.e. how will the information be stored (see Appendix A):

- 8. Data retention and disposal** i.e. how long will the information be kept and how will it be destroyed (see Appendix A):

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- 9. SAR, FOI requests and Security Incident procedure** i.e. who to contact if applicable (see Appendix A):

OBU	Party/Parties under Section 1.2
Information Compliance team Email: info.sec@brookes.ac.uk Phone: 01865-484354	
Pre-defined inclusions/exclusions:	

- 10. Timescale for DSA review** i.e. when will the effectiveness of the DSA be assessed (see Appendix A):

Every two years, or upon request of either party.

This agreement must be formally approved and signed by all parties under Section 1 and a member of the Information Compliance team at Oxford Brookes University before any data sharing takes place. All parties will ensure that the Data Sharing Agreement and any associated documents are known and understood by all staff involved in the process.

On behalf of Oxford Brookes University: (not needed if completed as part of the signed consultancy agreement)		On behalf of (not needed if completed as part of the signed consultancy agreement)	
Name		Name	
Job Title		Job Title	
Date		Date	
Signature		Signature	

On behalf of the Information Management Team at Oxford Brookes University:			
Name		Signature	
Date			

Annex A – Data Sharing Record

A schedule 1 must be completed for each new project involving collaboration between IFM and Oxford Brookes University requiring the sharing of confidential, sensitive information and personal data, where there is a new purpose for data sharing.

Schedule 1 – Data Sharing Record

Each originating party agrees to share the information set out below with each receiving party on the terms of the Data Sharing Framework and the provisions of this data sharing instance.

Project	Innovation & Research Caucus Project	
Teams which have agreed to participate in this specific data sharing instance		
Data Discloser	Provide name of organisation: Data status of party: Controller / Joint Controller / Processor [delete as applicable]	
Data Recipient	Provide name of organisation/academic: Data status of party: Controller / Joint Controller / Processor [delete as applicable]	
Start date		
Termination date		
Review date		
Agreed format	Format of documents	
	Transfer method	
	Security	
	Updating	
Category - please provide a breakdown of information to be shared under its relevant heading and state whether Grants, HR, Finance, etc.	Personal data	
	Special category data	
	Confidential data	
	Other	
Purpose/permitted use of the information		
Lawful basis for processing (arts. 6 and 9, plus any exemptions)		
Any sharing within the Innovation and Research Caucus (outside of Oxford Brookes University)	<i>[Provide details: data relationships, purpose and lawful basis]</i>	
Any restrictions		
Retention and Destination of data	Duration/term of retention by third party	
	Country data transferred to	
	Restrictions on further data sharing	
Data security measures	<i>[e.g. encryption, secure file sharing, secure collaboration sites, password protected documents etc.]</i>	

Appendix A Notes to completing the Information Sharing Agreement

Note to Section 1. Parties and Section 2. Single point of contact (SPOC)

The agreement should clearly identify all the parties that will be involved in the data sharing and should identify a person or department serving as the coordinator of the data sharing. It should also specify whether each party acts as a data controller or as a data processor in respect of the processing. This is particularly important in situations such as a data breach where it will be necessary to determine which organisation has data protection responsibility.

A Data Controller decides:

- to collect the personal data in the first place and the legal basis for doing so
- which items of personal data to collect, i.e. the content of the data
- the purpose or purposes the data are to be used for
- which individuals to collect data about
- whether to disclose the data, and if so, who to
- whether subject access and other individuals' rights apply i.e. the application of exemptions
- how long to retain the data or whether to make non-routine amendments to the data

A Data Processor may decide:

- what IT systems or other methods to use to collect personal data
- how to store the personal data; the detail of the security surrounding the personal data
- the means used to transfer the personal data from one organisation to another
- the means used to retrieve personal data about certain individuals
- the method for ensuring a retention schedule is adhered to
- the means used to delete or dispose of the data

Note to Section 3. Purpose of the data sharing

The agreement should explain why the data sharing is necessary, its specific aims and benefits, either to individuals or to society more widely. This should be documented in precise terms so that there is no misunderstanding as to the purposes for which data may be shared and shared data may be used.

Note to Section 4. Data items to be shared

The agreement should explain the types of data that are intended to be shared with the parties stated under Section 1. This may need to be quite detailed, because in some cases it will be appropriate to share certain details about someone, but not other, more sensitive, data in the same document. In some cases it may be appropriate to attach 'permissions' to certain data items, so that only certain members of staff, for example ones that have received appropriate training, are allowed to access them.

Where **sensitive** data is to be shared i.e. data containing the racial or ethnic origin of the data subject, his political opinions, his religious beliefs, trade union membership, his physical or mental health condition, his sexual life, or his criminal record, this needs to be clearly stated as additional care will be required.

Note to Section 5. Basis for sharing, consent and privacy notice

Clearly explain the legal power which allows sharing. Under the GDPR you must declare one of the following lawful basis to use personal data:

The individual has given consent to the processing of his or her personal data for one or more specific purposes;
We need to use this for the performance of a contract or to enter into one;
It is necessary for compliance with a legal obligation;
To protect the vital interests of persons;

Needed for task carried out in the public interest or exercise of official authority;
Used for the legitimate interests of the data controller.

A **privacy notice** will have to be provided to the individuals whose data will be shared, either at the point of obtaining consent or if this is not applicable by other specified means.

Note to Section 6. Secure methods of data sharing and Section 7. Secure data storage

The format of the data to be shared needs to be compatible with the systems used by all parties. Sufficiently secure methods must be used when transferring personal data both electronically and in hard copy form. Where confidential and/or sensitive data is to be sent electronically, it is recommended that the data is encrypted to an acceptable standard (i.e. compliant with FIPS 140-2 (cryptographic modules, software and hardware) and FIPS 19) prior to transfer and protectively marked. Encryption passwords must not be relayed using the same communication channel as the data.

All hardcopy data must be posted using the parties' approved mail delivery company. All confidential and/or sensitive data must be identified and sent with the appropriate level of tracking. Personal information must be labelled 'private and confidential' and 'addressee only' where appropriate.

Sufficiently secure methods must equally be used when storing personal data both electronically and in hard copy form. Data files should only be accessible to the minimum relevant required people and be adequately secured i.e. password protected, securely locked away, limited permissions etc. Extra care should be taken where the data is confidential and/or sensitive.

Note to Section 8. Data retention and disposal

The agreement should include a time frame for the retention of the data in line with the parties' retention schedule (see Appendix C for reference on OBU's retention schedule). After the appropriate retention time the data should be securely destroyed/ disposed of, the means by which are to be included in the agreement.

Note to Section 9. SAR, FOI requests and Security Incident procedure

The agreement should explain what to do when either party receives a Subject Access Request (SAR), or a Freedom of Information (FOI) request for access to shared data and what to do in case of a Security Incident. Firstly should identify a person or department serving as the point of contact for such requests/incidents. Secondly it should give a broad outline of what data will normally be released under a SAR or FOI request and refer to a publication scheme if applicable.

Note to Section 10. Timescale for DSA review

Both parties should agree on a timeframe for reviewing the data sharing to establish if the sharing is still required and if the agreement still adequately covers the nature and governance of the data sharing. The agreement should be updated accordingly in case of any changes.

Appendix B Data Protection (GDPR) Principles

1. processed lawfully, fairly and in a transparent manner in relation to the data subject ('lawfulness, fairness and transparency');
2. collected for specified purposes and not further processed in a manner that is incompatible with those purposes ('purpose limitation');
3. adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed ('data minimisation');
4. accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay ('accuracy');
5. kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed ('storage limitation');
6. processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures ('integrity and confidentiality').

Appendix C References

For OBU policies, procedures and legislation, including the Information Sharing & Transfer Policy and the Information Security Incident Management Policy please visit:

<https://www.brookes.ac.uk/it/acceptable-use-policy/>

For OBU's retention schedule please visit:

<https://www.brookes.ac.uk/it/information-security/records-management-policy/>

For the ICO's Data Sharing Code of Practice please visit:

<https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/data-sharing/data-sharing-a-code-of-practice/>

ANNEXE 1B DATA PROCESSING AGREEMENT

[NOTE -This Annex 1B will not apply where Data Controller to Data Controller arrangement is established but if Data Controller to Data Processor this Annex 1B will apply]

This Agreement contains the mandatory clauses required by Article 28(3) of the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) for contracts between controllers and processors.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Processing: have the meanings given to them in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (**DPA 2018**).

1. Personal data types and processing purposes

- 1.1. Brookes and the Consultant agree and acknowledge that for the purpose of the Data Protection Legislation:
 - 1.1.1. Brookes is the Controller and the Consultant is the Processor.
 - 1.1.2. Brookes retains control of the Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to the Consultant.
 - 1.1.3. **Error! Bookmark not defined.**Schedule 1 Data Sharing Record (to Annexe 1, Annex A) describes and defines the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which the Consultant may process the Personal Data to fulfil the Purposes for specific projects.
 - 1.1.4. Annexe 1 provides details of the ways and means by which the Parties have agreed to share information.

2. Consultant's obligations

- 2.1 The Consultant will only process the Personal Data to the extent, and in such a manner, as is necessary for the Purposes in accordance with Brookes' written instructions. The Consultant will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation.
- 2.2 The Consultant must comply promptly with any Customer written instructions requiring the Consultant to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- 2.3 The Consultant will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third-parties unless Brookes or this Agreement specifically authorises the disclosure, or as required by law, having first notified Brookes, unless the law prohibits the giving of such notice.
- 2.4 The Consultant will reasonably assist Brookes, at no additional cost to Brookes, with meeting Brookes' compliance obligations under the Data Protection Legislation.

3. Consultant's employees

- 3.1 The Consultant will ensure that all of its employees:
 - (a) are informed of the confidential nature of the Personal Data and are bound by written confidentiality obligations and use restrictions in respect of the Personal Data;
 - (b) have undertaken training on the Data Protection Legislation and how it relates to their handling of the Personal Data and how it applies to their particular duties; and
 - (c) are aware both of the Consultant's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement.

4. Security

- 4.1 The Consultant must at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data including, but not limited to, the security measures set out in **Error! Bookmark not defined.****Error! Reference source not found.** 1.
- 4.2 The Consultant must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:
- (a) the pseudonymisation and encryption of Personal Data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of the security measures.

5. Personal data breach

- 5.1 The Consultant will immediately and in any event without undue delay notify Brookes in writing if it becomes aware of:
- (a) the loss, unintended destruction or damage, corruption, or unusability of part or all of the Personal Data. The Consultant will restore such Personal Data at its own expense as soon as possible.
 - (b) any accidental, unauthorised or unlawful processing of the Personal Data; or
 - (c) any Personal Data Breach.
- 5.2 Where the Consultant becomes aware of (a), (b) and/or (c) above, it will, without undue delay, also provide Brookes with the following written information:
- (a) description of the nature of (a), (b) and/or (c), including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned;
 - (b) the likely consequences; and
 - (c) a description of the measures taken or proposed to be taken to address (a), (b) and/or (c), including measures to mitigate its possible adverse effects.
- 5.3 Immediately following any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. Further, the Consultant will reasonably co-operate with Brookes at no additional cost to Brookes, in Brookes' handling of the matter, including but not limited to:
- (a) assisting with any investigation;
 - (b) providing Brookes with physical access to any facilities and operations affected;
 - (c) facilitating interviews with the Consultant's employees, former employees and others involved in the matter including, but not limited to, its officers and directors;
 - (d) making available all relevant records, logs, files, data reporting and other physical materials required to comply with all Data Protection Legislation or as otherwise reasonably required by Brookes; and
 - (e) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or accidental, unauthorised or unlawful Personal Data processing.

- 5.4 The Consultant will not inform any third-party of any accidental, unauthorised or unlawful processing of all or part of the Personal Data and/or a Personal Data Breach without first obtaining Brookes' written consent, except when required to do so by law.
- 5.5 The Consultant will also reimburse Brookes for actual reasonable expenses that Brookes incurs when responding to an incident of accidental, unauthorised or unlawful processing and/or a Personal Data Breach to the extent that the Consultant caused such, including all costs of notice and any remedy.
- 6. Cross-border transfers of personal data**
- 6.1 The Consultant (and any subcontractor) must not transfer or otherwise process the Personal Data outside the UK or, the EEA without obtaining Brookes' prior written consent.
- 7. Subcontractors**
- 7.1 The Consultant may not authorise any third party or subcontractor to process the Personal Data.
- 8. Complaints, data subject requests and third-party rights**
- 8.1 The Consultant must, at no additional cost to Brookes, take such technical and organisational measures as may be appropriate, and promptly provide such information to Brookes as Brookes may reasonably require, to enable Brookes to comply with:
- (a) the rights of Data Subjects under the Data Protection Legislation, including, but not limited to, subject access rights, the rights to rectify, port and erase Personal Data, object to the processing and automated processing of Personal Data, and restrict the processing of Personal Data; and
 - (b) information or assessment notices served on Brookes by the Commissioner under the Data Protection Legislation.
- 8.2 The Consultant must notify Brookes immediately in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.
- 8.3 The Consultant must notify Brookes within two days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.
- 8.4 The Consultant must not disclose the Personal Data to any Data Subject or to a third-party other than in accordance with Brookes' written instructions, or as required by law.
- 9. Term and termination**
- 9.1 This Agreement will remain in full force and effect so long as the Agreement remains in effect or the Consultant retains any of the Personal Data.
- 10. Data return and destruction**
- 10.1 On termination of the Agreement for any reason or expiry of its term, the Consultant will securely delete or destroy or, if directed in writing by Brookes, return and not retain, all or any of the Personal Data related to this Agreement in its possession or control.
- 11. Records**
- 11.1 The Consultant will keep detailed, accurate and up-to-date written records regarding any processing of the Personal Data, including but not limited to, the access, control and security of the Personal Data, the processing purposes, categories of processing, and a general description of the technical and organisational security measures.
- 11.2 The Consultant will ensure that the Records are sufficient to enable Brookes to verify the Consultant's compliance with its obligations under this Agreement and the Data Protection Legislation and the Consultant will provide Brookes with copies of the Records upon request.

12. Audit

- 12.1 At least once a year, the Consultant will conduct site audits of its Personal Data processing practices and the information technology and information security controls for all facilities and systems used in complying with its obligations under this Agreement, including, but not limited to, obtaining a network-level vulnerability assessment performed by a recognised third-party audit firm based on recognised industry best practices.
- 12.2 On Brookes' written request, the Consultant will make all of the relevant audit reports available to Brookes for review.

13. Warranties

- 13.1 The Consultant warrants and represents that:
- (a) its employees, agents and any other person or persons accessing the Personal Data on its behalf are reliable and trustworthy and have received the required training on the Data Protection Legislation;
 - (b) it and anyone operating on its behalf will process the Personal Data in compliance with the Data Protection Legislation and other laws, enactments, regulations, orders, standards and other similar instruments;
 - (c) it has no reason to believe that the Data Protection Legislation prevents it from providing any of the Agreement's contracted services; and
 - (d) considering the current technology environment and implementation costs, it will take appropriate technical and organisational measures to prevent the accidental, unauthorised or unlawful processing of Personal Data and the loss or damage to, the Personal Data, and ensure a level of security appropriate to:
 - (i) the harm that might result from such accidental, unauthorised or unlawful processing and loss or damage;
 - (ii) the nature of the Personal Data protected; and
 - (iii) comply with all applicable Data Protection Legislation and its information and security policies.

14. Indemnification

- 14.1 The Consultant agrees to indemnify, keep indemnified and defend at its own expense Brookes against all costs, claims, damages or expenses incurred by Brookes or for which Brookes may become liable due to any failure by the Consultant or its employees, subcontractors or agents to comply with any of its obligations under this Agreement and/or the Data Protection Legislation.
- 14.2 Any limitation of liability set forth in the Agreement will not apply to this Annexe 1B's indemnity or reimbursement obligations.