

Data sharing agreement between SIL International and Moorlands College

<p>1.</p>	<p>Between: SIL International and its organisational units (abbreviated to SIL) and Moorlands College (abbreviated to Moorlands)</p> <p>This agreement in no way supersedes or overrides any provisions in the ‘Memorandum of Understanding between SIL and Moorlands College’, or other agreements entered into by both parties.</p> <p>Moorlands College is a charitable company registered at Companies House with company number 4241702 and registered with the Charity Commission for England and Wales with charity number 1092000. Moorlands is registered with the Information Commissioner’s Office (ICO) with registration number Z6065769.</p> <p>SIL International (Summer Institute of Linguistics Inc dba SIL International) is a 501(c)3 tax-exempt organisation domiciled in Texas, USA.</p>
<p>2.</p>	<p>Purpose and objectives of the information sharing</p> <p>The School of Language and Scripture ('SLS') at Moorlands operates with support from SIL. It is considered to be in the interests of individuals that information be shared between Moorlands College and SIL in the following cases:</p> <ol style="list-style-type: none"> 1. Information pertaining to prospective SLS students of Moorlands, and potential members of SIL. This is to ensure, for example, that the right advice and information is given to these potential applicants. 2. Information pertaining to current SLS students of Moorlands who are also current or potential members of SIL, and current members of SIL who are also current or potential students at Moorlands. This is to ensure, for example, that both institutions fulfil their duties of care to their students / members. <p>In each case, the information is shared due to the fact that the School of Language and Scripture at Moorlands functions as one of SIL’s training institutions. The relevant individuals thus relate to staff at both institutions with regard to decisions about overseas placements, pastoral needs, and study decisions. By sharing relevant personal data between staff at Moorlands and SIL, students, members and applicants receive the best possible advice in all the above domains.</p> <ol style="list-style-type: none"> 3. Information pertaining to SIL members who are seconded to the staff of Moorlands. This is to enable Moorlands to exercise day to day oversight of the seconded staff.

3.	<p>Controller/s</p> <p>SIL</p> <p>Moorlands</p> <p>Each controller will remain accountable for its own processing.</p>					
4.	<p>Processor/s</p> <p>Data may be processed on the following systems, by organisations as specified below, in line with respective Data Protection Policies:</p> <p>SIL: Workday, Google Workspace, SIL Managed IdPs</p> <p>Moorlands: OneDrive, FileMaker, JotForm, iHasco</p> <p>Data processors will include SIL staff, and Moorlands staff, acting on behalf of the Data Controllers, in accordance with both organisations’ Data Protection Policies.</p> <p>Moorlands College and SIL remain Data Controllers for all processing activities covered in this document, under their own data responsibilities.</p> <p>Processing undertaken within the UK will be conducted in accordance with relevant articles in the UK GDPR.¹</p> <p>Processing undertaken within the EU will be conducted in accordance with relevant articles in the EU GDPR.²</p> <p>Processing undertaken in SIL organisational units that are outside of the UK and EU will be conducted in accordance with this data sharing agreement and the principles of the UK GDPR unless they directly contravene any local legal requirements.</p>					
5.	<p>Data items to be processed</p> <table border="1" data-bbox="277 1402 1426 1827"> <thead> <tr> <th data-bbox="277 1402 700 1563">Detail Item</th> <th data-bbox="700 1402 1426 1563">Justification (including confirmation of signed Data Protection Impact Assessment where applicable)</th> </tr> </thead> <tbody> <tr> <td data-bbox="277 1563 700 1827">Personal data, such as name and contact details, as defined in UK GDPR Article 4.1 and EU GDPR (2016/679) Article 4.1, pertaining to prospective SLS students at Moorlands.</td> <td data-bbox="700 1563 1426 1827">Beneficial to the applicant to share data with SIL in some cases where the applicant is interested in SLS and potentially interested in using the course of study as a foundation for a career in language development work, which SIL can offer. The sharing of this data may lead to</td> </tr> </tbody> </table>		Detail Item	Justification (including confirmation of signed Data Protection Impact Assessment where applicable)	Personal data, such as name and contact details, as defined in UK GDPR Article 4.1 and EU GDPR (2016/679) Article 4.1, pertaining to prospective SLS students at Moorlands.	Beneficial to the applicant to share data with SIL in some cases where the applicant is interested in SLS and potentially interested in using the course of study as a foundation for a career in language development work, which SIL can offer. The sharing of this data may lead to
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¹ <https://www.legislation.gov.uk/ukpga/2018/12/contents/enacted>

² <https://gdpr-info.eu/>

		the applicant having a much firmer sense of the possible outcomes of their potential course of study at Moorlands.
	Personal data, such as name and contact details, as defined in UK GDPR Article 4.1 and EU GDPR (2016/679) Article 4.1, pertaining to (potential) applicants to serve with SIL.	Beneficial to the applicant to share data with Moorlands in some cases where the applicant is interested in SIL membership and may be required by SIL to undertake a course of study at Moorlands in preparation for a professional role. The sharing of this data may lead to the applicant having a much firmer sense of the possible outcomes and timeline of their potential application to SIL and/or assignment to an organisational unit.
	Personal data, such as name and contact details, as defined in UK GDPR Article 4.1 and EU GDPR (2016/679) Article 4.1, and assessment outcomes pertaining to former and current SLS students at Moorlands.	Beneficial to the student to share data with SIL in some cases where the student at SLS is exploring a career or an internship in language development work, which SIL may be able to offer. The sharing of this data may lead to the applicant finding a suitable internship placement and further career opportunities relating to their course of study at Moorlands.
	Personal data, such as name and contact details, as defined in UK GDPR Article 4.1 and EU GDPR (2016/679) Article 4.1, pertaining to current members of SIL.	Beneficial to the member to share data with Moorlands in some cases where the member is exploring options for further training, which Moorlands may be able to offer. The sharing of this data may lead to the applicant finding a suitable course of study at Moorlands.
	Personal data, such as name and contact details, as defined in UK GDPR Article 4.1 and EU GDPR (2016/679) Article 4.1, and special category data related to religious belief and health pertaining to current members of SIL, seconded to Moorlands.	Beneficial to the member to share data with Moorlands so that Moorlands may perform their duties of care to the seconded staff.


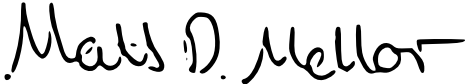
	<p>Special category data relating to religious beliefs in the case of data subjects to either organisation under the categories above.</p>	<p>Beneficial to the potential applicant that their religious belief, if shared with Moorlands or SIL, is shared in the course of any of the detail items above, as this allows:</p> <ul style="list-style-type: none"> - SIL to advise the potential applicant of its criteria for membership. - Moorlands to advise the potential applicant of course content at SLS. <p>Beneficial to both SIL and Moorlands as both organisations are of an explicitly religious nature, and in SIL's case assent to a statement of faith is a condition of membership.</p>
6	Conditions for processing Personal Data – UK GDPR Article 6, EU GDPR (2016/679) Article 6.	
<p>Legal Basis (One of these must apply whenever you process personal data)</p>	Indicate which one you are using	
<p>(a) Consent: the individual has given clear consent for you to process their personal data for a specific purpose.</p>	<p>Y (in the case of applicants/former and current members/ students)</p>	
<p>(b) Contract: the processing is necessary for a contract you have with the individual, or because they have asked you to take specific steps before entering into a contract.</p>		
<p>(c) Legal obligation: the processing is necessary for you to comply with the law (not including contractual obligations).</p>		
<p>(d) Vital interests: the processing is necessary to protect someone's life.</p>		
<p>(e) Public task: the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.</p>		
<p>(f) Legitimate interests: the processing is necessary for your legitimate interests or the legitimate interests of a third party, unless there is a good reason to protect the individual's personal data which overrides those legitimate interests. (This cannot apply if you are a public authority processing data to perform your official tasks.)</p>	<p>Y (in the case of potential applicants, within the remit of the privacy policies of both controllers)</p>	

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Conditions for processing Special Categories of Personal Data – UK GDPR Article 9, EU GDPR (2016/679) Article 9.	
Conditions for processing special category data	Tick which one you are using
(a) Explicit consent: (the data subject has given explicit consent)	Y
(b) Employment, social security and social protection (if authorised by law)	
(c) Vital interests: (to protect the vital interests of the data subject, who cannot give consent (life or death situations))	
(d) Not-for-Profit bodies	Y
(e) Made public by the data subject	
(f) Legal claims or judicial acts: (the establishment, exercise or defence of legal claims or whenever courts are acting in their judicial capacity)	
(g) Reasons of substantial public interest (with a basis in law): (which shall be proportionate to the purpose and, respect the essence of the right to data protection)	
(h) Health or social care (with a basis in law): (preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services)	
(i) Public health (with a basis in law): (protecting against serious internal or cross-border threats to health or ensuring high standards of quality and safety of health care and of medicinal products or medical devices)	
(j) Archiving, research and statistics (with a basis in law): (archiving purposes in the public interest, scientific or historical research purposes or statistical purposes)	
<p>Please state (and indicate) below if you are processing data based on Schedule 1, Part 1, Data Protection Act 2018 (UK):</p> <p>No.</p>	

<p>8</p>	<p>Individual rights and preferences – UK GDPR Articles 15-22, EU GDPR (2016/679) Articles 15-22.</p> <p>Both parties will facilitate the exercising of legal rights from data subjects in accordance with their privacy and data protection policies, such as:</p> <ol style="list-style-type: none"> 1. The right to be informed 2. The right of access 3. The right to rectification 4. The right to erasure 5. The right to restrict processing 6. The right to portability 7. The right to object 8. Their rights in relation to automated decision-making profiling <p>The data subject can make a written or verbal request to either party in order to exercise their legal rights. The party that receives the request is responsible for ensuring it is responded to within the responsibilities set out in this agreement.</p> <hr/> <p>Management of any complaints raised regarding the data sharing</p> <p>SIL will discuss the data subject’s concerns with the data subject, and seek to resolve the matter to their satisfaction as quickly as possible, and in line with the working practices of the Data Controller and respective Data Protection and Privacy Policies.</p> <p>Moorlands College will review complaints and requests in line with our Data Protection Policy, Student T’s&C’s, SAR Policy and Retention Schedules. We will work to respond to the data subject and reach a suitable conclusion in line with our policies.</p> <p>Each party shall keep the other informed if a situation like this arises.</p>
<p>9</p>	<p>Transparency</p> <p>Both controllers must inform data subjects of their intention to share data with the other organisation.</p>
<p>10</p>	<p>How the data sharing will be carried out</p> <ol style="list-style-type: none"> 1. Data sharing will be carried out on a case-by-case basis only, as necessary. Mass-processing and automation will not take place. 2. Often this data sharing will take place in conversation. Where data sharing occurs in writing, secure mail servers belonging to both organisations will be used in line with each organisation’s existing data protection policy. Each organisation will be responsible for ensuring the security of data handled by their respective staff. 3. This is likely to pertain to fewer than 50 individuals in any given year, so sharing of this nature rather than in a systematic manner is proportionate in light of the low numbers involved.

11	<p>Accuracy and retention of the data being shared</p> <p>Data held and shared is highly likely to be accurate as data shared will normally pertain to recent, live cases. Each organisation will remain responsible for the accuracy of data shared by them, and for informing the other organisation of any changes.</p> <p>Data will be stored by each organisation in accordance with their data retention policies.</p>
12	<p>Breach management</p> <p>Each organisation will comply with their own policies for breach management. Where a breach occurs in conjunction with data sharing between the organisations, that organisation must inform the other immediately upon discovery (within 24 hours).</p>
13	<p>Specify any particular obligation on <u>any</u> party to this agreement</p> <p>Each party undertakes to protect personal data supplied by the other organisation as least as well as it protects its own personal data. Liability for breaches will reside with the organisation whose actions/inactions led to the breach.</p>
14	<p>Contacts</p> <p>SIL International Data Protection Lead: dpo@sil.org</p> <p>Moorlands Data Protection Team: dataprotection@moorlands.ac.uk</p>
15	<p>Commencement of agreement</p> <p>June 2023</p>
16	<p>Review of agreement</p> <p>The agreement will be reviewed by both parties as part of the regularised review of the 'Memorandum of Understanding', or in the event of a significant complaint or breach of shared data.</p>
17	<p>Variation</p> <p>Neither party may vary the terms of this agreement except by modification of the agreement itself. Modification must be sought in writing from the other party.</p>
18	<p>Ending the agreement</p> <p>The obligations of this data sharing agreement will continue to apply past the end date of the 'Memorandum of Understanding' agreement between the parties, until such time as all personal data covered by this data sharing agreement has been deleted by the party which received it from the other.</p>

19	<p>End date</p> <p>Not applicable. See #18.</p>
20	<p>Jurisdiction</p> <p>This Contract shall be governed by and construed in accordance with the laws of England and Wales (Moorlands College), and the laws of the state of Texas, USA (SIL International).</p>
21	<p>Signatories</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  <p>12th June 2023</p> <p>Ian Hollman Associate Executive Director International Language Services SIL International</p> </div> <div style="text-align: center;">  <p>12th June 2023</p> <p>Matt Mellor Director of Operations Moorlands College</p> </div> </div>