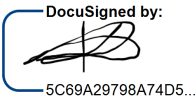
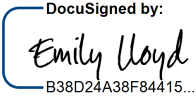




SETTING DATA SHARING AGREEMENT

Date of this agreement: Date of last signature by a party

PARTIES

RAND EUROPE COMMUNITY INTEREST COMPANY a company registered in England with company number 02728021 whose registered office is at Westbrook Centre, Milton Road, Cambridge, CB4 1YG (RAND EUROPE)	THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD whose administrative offices are at Wellington Square, Oxford OX1 2JD (" UNIVERSITY OF OXFORD ")	(SETTING)
RAND EUROPE DATA PROTECTION CONTACT Rani Viknaraja, Data Protection Officer <dpo@eefoundation.org.uk>	UNIVERSITY OF OXFORD DATA PROTECTION CONTACT Data Protection Officer <information.compliance@admin.ox.ac.uk>	SETTING DATA PROTECTION CONTACT (SETTING)
Signed by:  Name: Kerin Sequeira Position: Finance Director Date: 23 August 2023 for and behalf of RAND EUROPE	Signed by:  Name: Emily Lloyd Position: Research Contracts Lead Date: 22 August 2023 for and behalf of UNIVERSITY OF OXFORD (R80900/CN003)	Signed by: Name: Position: Date: for and behalf of SETTING



Each a party and and together the **parties**.

BACKGROUND

- (A) The Education Endowment Foundation (**EEF**) has funded RAND Europe to conduct an independent evaluation of the “Orchestrating Numeracy and the Executive (The ONE) programme” and for the University of Oxford to deliver The ONE programme. The University of Oxford will also undertake research activities using the data collected once RAND Europe has completed their independent evaluation. The Setting has agreed to participate in The ONE Programme through a Memorandum of Understanding (MOU) attached as Annex B and will share some personal data with RAND Europe, through its subcontractor Qa Research, and through the University of Oxford either directly or through its collaborator, the University of Sheffield.
- (B) The parties have entered into this Agreement to establish their respective obligations as separate data controllers of the personal data under the Data Protection Legislation (as defined in Annex A).

AGREED TERMS

1. Description of Personal Data Sets for The One Programme relevant to this Agreement:

- **Data Set A:** Pupil level data held by Setting; namely: name, DOB, gender, EYPP/FEEE status, EAL status, N hours attendance and attendance patterns
- **Data Set C1:** Setting level data held by the Setting; namely: post code / type (e.g., private or maintained), N staff, Staff contact details
- **Data Set D:** Staff level data held by the Setting; namely name, qualifications, age, interview and survey data (process evaluation)



2. Details of Shared Personal Data

The following table sets out the details of the personal data which is shared and the Agreed Purpose (as defined in Annex A)

SHARED PERSONAL DATA PROTECTION PARTICULARS	AGREED PURPOSE	
	For the Purpose of Evaluation	For the Purpose of Research
2.1 Subject matter of processing: [what personal data is being shared]	Data Sets A, C1, D	Data Sets A, C1, D
2.2 Duration of Processing:	Processing of the Data Sets A, C1, D by RAND Europe will end one year after the end of evaluation (Summer 2025). After this point, data will be transferred to the University of Oxford, who will become Data Controller until Spring 2028, and archived in accordance with privacy notice of the EEF archive. ¹	Processing of the Data Sets A, C1, D by the University of Oxford will begin once the final EEF report has been published. Data will be held until September 2028 to allow for doctoral thesis completion. This time duration is dependent on the infrequent occasions in which reviewers or readers of publications ask researchers to re-analyse data in a different way.
2.3 Legal Basis	The legal basis for obtaining the data by RAND Europe is Legitimate Interest.	The legal basis for obtaining the data by the University of Oxford is Public Interest.
2.4 Nature of Processing: [what	RAND Europe will ask the Setting to share Data Set A with Qa Research who	The University of Oxford will use Data Set A in order to collect further school

¹ [Privacy notice for the EEF data archive / EEF \(educationendowmentfoundation.org.uk\)](#)



<p>processing will each party do with the data that is shared]</p>	<p>will pass this data on to RAND Europe.</p> <p>RAND Europe will aggregate the Data Sets A , C1, D for use in an independent evaluation on the effectiveness of the ONE programme. This report will be published by the EEF.</p>	<p>data.</p>
<p>2.5 Evaluation Assistance: [this should be the reasons why you need to carry out the processing steps described in 1.4]</p>	<p>RAND Europe needs the Data Sets A, C1, D to understand whether the staff training and activities offered by the ONE intervention have benefits for children's early numeracy and executive function.</p>	<p>The University of Oxford needs the Data Sets A, C1, D to find out if the programme has had benefits for children in primary school.</p>
<p>2.6 Personal Data Sharing: [provide details of any other parties who will receive the data]</p>	<p>RAND Europe will share the Data Sets A and C1 with Qa Research in order to conduct testing.</p> <p>University of Oxford will share Dataset C1 with University of Sheffield in order to deliver the intervention.</p> <p>EEF will receive the data from the evaluation for archiving purposes. Before the data goes into the EEF archive, EEF will take out names and personal details like addresses. In the future, people can ask to use the EEF archive to carry out more studies and find out if this project has helped children. Only researchers who are approved by the EEF will be able to look at the archive.</p>	<p>University of Oxford will receive all data from RAND Europe to connect to children's primary school numeracy and executive functions. This will help understand longer term impact of the intervention and how preschool numeracy and executive functions matter to later attainment. University of Oxford will replace names and personal details with Unique Pupil Number (UPN) when they are available, taking our names and personal details like addresses.</p>



2.7	Personal Data Categories: [identify any special category or criminal data]	n/a	n/a
2.8	Data Subject Types. [identifier for group[s] of data subjects]	Data from the following groups will be processed as part of the evaluation: <ul style="list-style-type: none"> • Children • Education professionals 	Data from the following groups will be processed as part of the research: <ul style="list-style-type: none"> • Children • Education professionals

3. Definitions and Interpretation

The following rules of interpretation apply in this Agreement.

- 3.1 Annex A forms part of this Agreement and will have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annex A.
- 3.2 A reference to writing or written includes faxes and email.
- 3.3 In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in the Annexes, the provision in the body of this Agreement will prevail;.

4. Personal data types and processing purposes

- 4.1 RAND Europe, the University of Oxford and the Setting agree and acknowledge that for the purpose of the Data Protection Legislation in respect of any Shared Personal Data set out in the table in Clause 2 of this Agreement the provisions of Annex A shall apply for their respective obligations as data controllers under the Data Protection Legislation.

5. Notice

- 5.1 Any notice or other communication given to a party under or in connection with this Agreement must be in writing and delivered to the person named in data privacy contact section at the head of this Agreement.



- 5.2 Clause 5.1 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.

6. General

- 6.1 Any notice under this Agreement shall be in writing and shall be delivered by hand, post or email to the recipient's address set out at the head of this Agreement or such other address for service as may be agreed from time to time. This Clause does not apply to the service of any proceedings or other documents in any legal action or method of dispute resolution.
- 6.2 This Agreement may only be varied by the written agreement of the parties.
- 6.3 If any provision or part-provision of this Agreement is found by a court to be unlawful, unenforceable or void, that provision or part-provision shall be severed and the remainder of this Agreement shall remain in force.
- 6.4 Each party may at any time request that the provisions of this Agreement be replaced with any standard controller-to-controller clauses issued by any competent regulator, and the parties shall work together in good faith to accommodate any such request.
- 6.5 Any waiver by any party of any breach of any provision of this Agreement must be in writing and shall not be deemed a waiver of any subsequent or other breach.
- 6.6 A person who is not a party to this Agreement shall have no rights pursuant to the Contracts (Rights of Third parties) Act 1999 (the "Act") to enforce any term of this Agreement. Any right or remedy of a third party which exists or is available apart from the Act is not affected.
- 6.7 This Agreement and any connected dispute or claim (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.
- 6.8 This Agreement has been entered into on the date of last signature by a party.



ANNEX A Personal Data sharing terms

DEFINITIONS

Agreed Purposes: means the Nature of Processing and Evaluation Assistance set out in Clauses 2.4 and 2.5 respectively of this Agreement.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation in force at the time.

Data Discloser: a party that discloses Shared Personal Data to another party.

Data Protection Legislation: any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including the Data Protection Act 2018 and retained EU law version of the General Data Protection Regulation ((EU) (2016/679)) ("**GDPR**") and any successor legislation to the Data Protection Act 2018 and the GDPR.

Permitted Recipients: the parties to this Agreement and any third parties engaged by a party to perform obligations in connection with this Agreement as set out in Clause 2.6 of this Agreement.

Privacy Notice: the information to be provided to data subjects by a party under clause 1.4(a) of this Annex A.

Shared Personal Data: the personal data to be shared between the parties under Clause 1.4(a) of this Annex A. Shared Personal Data shall be confined to the following categories of information set out in Clause 2.1 of this Agreement.

1. DATA PROTECTION

- 1.1 Shared Personal Data. This clause sets out the framework for the sharing of personal data between the parties as Controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will disclose to another party Shared Personal Data collected by the Data Discloser for the Agreed Purposes. References to Clause 2 and its sub clauses of the Agreement in this Annex A shall be to the columns in the table at Clause 2 of the Agreement.
- 1.2 Effect of non-compliance with Data Protection Legislation. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from another party, give grounds to another party to terminate the Agreement with immediate effect.
- 1.3 Particular obligations relating to data sharing. Each party shall:
 - (a) ensure that it has all necessary notices and consents and lawful bases as set out in Clause 2.3 of the Agreement in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - (b) give full information to any data subject whose personal data may be processed under this Agreement of the nature of such processing. This includes giving notice that, on the termination of



this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;
- (f) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Shared Personal Data.
- (g) not transfer any personal data received from the Data Discloser outside the UK or European Economic Area (EEA) unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

1.4 Mutual assistance. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation in relation to the Shared Personal Data. In particular, each party shall:

- (a) provide satisfactory notices to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other parties about the receipt of any data subject rights request;
- (c) provide the other parties with reasonable assistance in complying with any data subject access request or deletion requests and queries or complaints made under Data Protection Legislation;
- (d) not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other parties wherever possible and take reasonable steps to mitigate the effects of and remediate the Shared Personal Data breach.;
- (e) provide reasonable assistance to the other parties in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
- (f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation in relation to the Shared Personal Data which it has received from another party and provide assistance to the other party as is necessary upon reasonable request to facilitate the handling of any such Personal Data Breach in an expeditious and compliant manner;
- (g) at the written direction of the Data Discloser, where legally required delete or return Shared Personal Data and copies thereof to the Data Discloser in accordance with the Project methodology unless required by law to store the Shared Personal Data;



- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 1.4 and allow for audits by the other parties or that party's designated auditor; and
- (j) provide the other parties with contact details of the Data Protection Officer.

1.5 Indemnity. Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with, awarded against, or agreed to be paid by, the indemnifying party pursuant to a claim, action or challenge made by a data subject against the indemnified party, in each case to the extent arising as a result of a breach by the indemnifying party (or its Permitted Recipients) of this Agreement and/ or their respective obligations under the Data Protection Legislation provided that the indemnified party uses all reasonable endeavours to give the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.



ANNEX B Memorandum of Understanding (MOU) signed by the SETTING (attached separately)