



Glasgow  
Council  
for the  
Voluntary  
Sector

## **Data Sharing Agreement**

### **TSI Learning Portal**

This Data Sharing Agreement sets out the detail of how all parties to the Third Sector Interface (TSI) Training Platform project will comply with data protection law in relation to the collection, processing and retention of personal and sensitive data through the IT system which supports that Platform.

It aims to ensure that such data is kept secure and confidential, is destroyed in a proper and timely manner, and is only processed (including stored) for the purposes set out in this agreement, as defined by the Data Protection Act 2018 (DPA) and the UK General Data Protection Regulations (GDPR), 2020.

### **Parties to the Agreement**

This agreement was entered into on (date) \_\_\_\_\_ between

**Glasgow Council for the Voluntary Sector**

and

**ACVO TSI**

**Aberdeenshire Voluntary Action**

**Voluntary Action Angus**

**Argyle and Bute TSI**

**Edinburgh TSI**

**Clackmannanshire TSI**

**Third Sector Dumfries and Galloway**

**Dundee TSI**

**CVO East Ayrshire**

**East Dunbartonshire Voluntary Action**

**Volunteer Centre East Lothian**

**Voluntary Action East Renfrewshire**

**CVS Falkirk**

**Fife Voluntary Action**

**Glasgow TSI**

**CVS Inverclyde**

**Midlothian TSI**

**TSI Moray**

**North Ayrshire TSI**

**TSI Western Isles**

**Voluntary Action North Lanarkshire**

**Voluntary Action Orkney**

**Perth and Kinross Association of Voluntary Services**

**Engage Renfrewshire**

**Scottish Borders TSI**

**Voluntary Action Shetland**

**Voluntary Action South Ayrshire**

**Voluntary Action South Lanarkshire**

**Stirling Voluntary Enterprise**

**West Dunbartonshire CVS**

**Voluntary Sector Gateway West Lothian**

## 1 Purpose and objectives of the information sharing

Purpose	Objectives
<b>Aims</b>	To develop and manage a single online learning platform to third sector organisations, and the people who are involved with them on training, using a consistent system across Scotland to reduce costs and duplication.
<b>Reason data sharing is necessary</b>	<p>To enable access to the appropriate training modules and ensure that, where a cost is incurred, this is allocated to the appropriate TSI.</p> <p>To enable generic/mandatory training to be targeted at staff members of TSIs and to enable the TSI to track the progress of their staff members.</p>
<b>Benefits to individuals concerned or to society</b>	<p><b>Individuals:</b> this system will provide easy access to training for individuals, regardless of where they live in Scotland or whether they have other access challenges. In addition, it will take and retain an automatic record of their training and attendance, supporting both them and their employers.</p> <p><b>Organisations/TSIs:</b> the shared online platform will both create and increase the ability of TSIs to offer training. It will also enable their team members to attend a range of mandatory and specialist training with ease. The platform will both generate income and provide easy reporting mechanisms for training. It enables TSIs across Scotland to share costs and training resources.</p>

## 2 Details of organisations involved

<b>Data Controller</b>	Each TSI signatory to this data sharing agreement will be the data controller for the personal information of users attached to that organisation and held on the Training Platform.
<b>Data Processors/sub-processors</b>	<p>GCVS, as the contract holder and administrator of the system is the data processor with the ability to access all the data held on the system, for the purpose of maintenance.</p> <p>The online platform is hosted by Chambury Consulting Ltd who are also data processors.</p>
<b>Data Protection Officer or persons responsible for information governance</b>	<p>GCVS, as the contract holder for the Training Platform, will hold the contacts details of the DPOs for each TSI which is a party to this agreement.</p> <p><b>The DPO/Information Governance Officer for GCVS is: Dpo@gcvs.org.uk</b></p>

<b>Key members of staff</b>	Each TSI will have two named administrators for the Training Platform. The contact details of these individuals will be provided to GCVS for auditing and monitoring purposes.
<b>Procedures for adding new organisations to this DSA : joining and leaving processes</b>	<p>Currently the project is open to members of the TSI Network in Scotland.</p> <p>Any future agreement to expand membership will be discussed first with the Network, and appropriate changes including in the privacy statement, this data sharing agreement and the administration of the Platform.</p> <p>For the avoidance of doubt, no personal data held on the system will be transferred at any point to new (or existing members) except at the express request of the individual whose data it is.</p>

### 3 Data items to be processed

Data item	DPIA June 2021	Risk management qualifications.
Name		
Email address		
Area of country client operates/lives		
Organisation working for		This may be omitted where the organisation's activities risk this data becoming sensitive
Record of training undertaken		

### 4 Lawful basis for processing (Article 6 – Personal Data)

The lawful basis for processing personal data will be the consent of the individuals using the Training Platform.

### 5 Individual rights and preferences

Individual Right	How this right will be managed or why it is not applicable
The right to be informed	Information to users of the platform will be included in the privacy statement for this service.

The right to withdraw consent	<p>Users who have provided consent to the processing of their personal data have the right to withdraw that consent.</p> <p>This will be managed by the TSI who is the data controller for that information. The details, and limitations, of this right will be included in the privacy statement.</p> <p>Where users accounts are linked to those of their employer, then training records will be retained in line with employment law for legal and regulatory purposes.</p>
The right of access	Individuals have the right to ask to see all the personal information held on them on this system. These subject access requests will be managed by the TSI holding the relevant personal data.
The right to rectification	Minimal data will be recorded and users and named TSI staff members will be able to access data and amend it accordingly.
The right to erasure	<p>Users who have given consent have the right to request erasure of their personal data. They will be informed of any legal reasons that would not allow the deletion of their information.</p> <p>Where the users of the Training Platform are staff members, these records form part of their employment record and they do not have the right to erasure.</p>
The right to restrict processing	Users and TSI staff members are responsible for inputting their own data. Where there is a dispute about holding data or a request that it is held longer than the normal retention period then this will be considered by GCVS in discussion with the relevant TSI.
The right to portability	<p>We recognise that the ability to evidence training attended and achieved is likely to be of interest for recruitment and employment purposes.</p> <p>Any individual has the right to apply to have their personal data, held electronically on this training platform, transferred to a third party.</p>
The right to object	This does not apply as the project will not involve marketing or research, and relies on

	legal obligation and consent as its lawful reasons for processing.
Rights in relation to automatic decision-making profiling	The project does not include any automatic decision-making.

## 6 Complaints, queries and access requests regarding the collection, storage or sharing of data

Where individual users of the Training Platform wish to raise a complaint or a query about the collection or storage of information that should be raised with the local TSI which is the data controller. The TSI should inform and, where necessary, involve GCVS in any such issue.

Subject Access Requests should be lodged with the relevant TSI but where a user of the platform is *not* assigned to a TSI, these will be dealt with by GCVS. All users of the platform will be informed which TSI will be responsible for their personal data when they register. Details will be attached to the Privacy Statement.

In the event of users of the platform being unhappy with the response from their local TSI, they will have the right to raise their concerns with GCVS, as well as the right to complain to the ICO. Details of these rights will be included on the Privacy Statement.

## 7 How data sharing will be carried out

Data will only be shared through the training platform. Access to data held on the platform will be restricted, with each TSI seeing only the information which relates to their area and for which they are the data controller.

GCVS and Chambury Consulting are the sole data processors and have access to the full system for administrative purposes only.

Local TSIs will have the ability to extract information from the platform into reports. In addition GCVS may from time to time be asked to provide reports as necessary for a range of purposes including, but not limited to, understanding the internal TSI market, funding, and annual reporting.

No information held on the system will be stored or transferred out of the UK/EU (Article 45 of UK GDPR)

## 8 Accuracy of data being shared

Each TSI is the data controller for their own information and responsible for ensuring the accuracy of the data and checking that at least annually. As there is a cost associated with each user of the system TSIs should review the data they hold annually, removing identifiable information associated with lapsed users and retaining only anonymised data required for monitoring purposes.

The personal data gathered through the platform is minimal and unlikely to require regular update.

## **9 Rectification of data**

Registered users of the platform have control over their own data which they are able to update or correct. Any further rectification will be undertaken by the relevant data controller.

## **10 Retention and disposal requirements of information**

Data will be retained on the system by each TSI for the purposes of evidencing training for staff and CPD, in line with organisational and legal requirements.

## **11 Technical and organisational security arrangements for shared data**

In line with data protection law, it is a requirement of this Agreement that the data collected through and for this Training Platform is not transferred to external information systems within local TSIs or elsewhere, or used for any other purpose than that for which it was gathered in the first instance. As outlined above, where TSIs require information from the training system, this will be extracted directly from it in the form of reports.

All parties to this agreement recognise that failure to maintain the integrity of the data set within the Training Platform will be a serious data breach, reportable to the GCVS and to the ICO.

## **12 Data breaches and their management**

If a breach, or potential breach, of the data covered by this agreement should occur the third party must immediately inform GCVS, describing the nature of the breach, the information compromised, a risk assessment of the impact of this breach, and details of the action taken to reduce the impact of the breach. The breach will then be investigated, if necessary reported to the Information Commissioners Office (ICO) and the terms of this agreement reviewed.

## **13 Staff training**

Chambury Consulting Limited, as the providers of the system, will provide training on its use to each TSI as the system during the initial roll-out of the programme.

It will be the responsibility of each TSI to ensure that their staff are trained in information governance and are aware of their responsibilities under the Data Protection Act 2018 and UK GDPR 2020.

## **14 Special obligations to this agreement: contractual costs**

The parties to this agreement acknowledge and accept a joint responsibility to fund any contractual fees arising from the development and management of the shared training platform. This will include fees to Chambury Consulting Ltd who provide and deliver the IT system.

In order to ensure that the platform remains accessible and affordable, allocation of such costs will be spread equitably across those Third Sector Infrastructure (TSI's) organisations who are parties to this agreement, based primarily on the number of individual users accessing the training platform from each TSI area.

## 15 Commencement date of agreement

This Agreement will start on 1 August 2021 and will be reviewed regularly by GCVS.

## 16 Ending the agreement

Where a TSI wishes to withdraw from this agreement they must provide 6 months' notice in writing by an authorised person to GCVS and will be liable for the full costs for the financial year in which they leave.

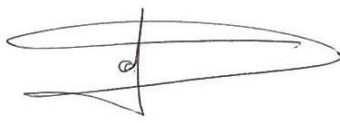
Where TSI members of this project change their legal structure, for example through merger or amalgamation, the ongoing implications for this project will be discussed on a case by case basis, in line with legislative requirements, and appropriate arrangements agreed.

In exceptional circumstances, for example non-payment of due costs or multiple data breaches, a member TSI may be removed from the project by GCVS and no longer able to access the Training Platform.

Training records stored on the platform and relating to users of a TSI exiting the project will only be transferred to that organisation at the request of each individual concerned, in line with their data privacy rights (see section 5).

## 17 Signatory to the data sharing agreement

*Each TSI is required to sign this agreement*

<b>Organisation</b>	Stirlingshire Voluntary Enterprise Ltd
<b>Name and position/job title</b>	Deputy Chief Executive
<b>Signature</b>	
<b>Date</b>	7 <sup>th</sup> July 2023