

# ROYAL ACADEMY OF DANCE

## Data Sharing Agreement (Controller to Controller)

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### Overview

Both RAD teachers (Members) and the Royal Academy of Dance are **Data Controllers** – we both hold and use data about students. This Controller to Controller data sharing agreement sets out the purpose of the data sharing, what happens to the data, set standards and helps all the parties involved to be clear about their roles and responsibilities.

It helps demonstrate that we (the RAD Teacher and the RAD) are meeting the accountability obligations under the UK GDPR to justify data sharing. It shows that the parties have been mindful of, and have documented, the relevant compliance issues and helps us both meet the requirements of the data protection principles.

A data sharing agreement is a set of common rules that binds those involved and is for the benefit of all parties particularly the **data subjects**, e.g. the students whose data is being shared.

Where we act as Joint Controllers, there is a requirement to have a Data Sharing Agreement in place under the UK GDPR and Data Protection Act 2018.

For more information, please see the Information Commissioners website.

[Data sharing: a code of practice | ICO](#)

### DEFINITIONS

**Addendum:** the template Addendum issued by the Information Commissioner's Office and laid before Parliament in accordance with s119A of the DPA 2018 on 2 February 2022.

**Applicant:** the person that completes the online examination process that enters **Candidates** into a Royal Academy of Dance examination

**Candidates:** students linked to an RAD Registered Teacher that have been entered into an examination by an Applicant

**Controller to Controller Model Clauses:** means Module One of the EU SCCs as updated and/ or replaced from time to time, and the Addendum.

**Examiners:** external person(s) contracted to RAD to assess and provide judgements of the performance of the Candidates against the assessment criteria

**EU SCCs:** means the standard contractual clauses (Controller to Controller Model Clauses) issued pursuant to European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for transfer of Personal Data to third countries pursuant to the GDPR.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time including the General Data Protection Regulation ((EU) 2016/679); the UK Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and any applicable national and state legislation protecting Personal Data.

**Permitted Recipients:** the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement (as a data processor). In case the **Applicant** chooses to engage a professional camera person (videographer), then a [data processor agreement](#) including obligations of confidentiality needs to be signed between the **Applicant** and the videographer.

**Shared Personal Data:** the personal data to be shared between the parties under clause 1.1 of this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- **Applicant:** Name, contact details, email address, RAD ID number
- Exam **Candidates:** Name, DoB, RAD ID number, reasonable adjustment data, video footage and sound (if filmed exam session)

## **PARTIES**

**(1)** Royal Academy of Dance incorporated and registered in England and Wales with company number 312826 whose registered office is at 188 York Road, London, SW11 3JZ (“hereinafter: RAD”) **(2)** Applicant (person so listed in the associated exam entry on RAD Online Exams Entry), (“hereinafter: Applicant”)

## **PREAMBLE**

This Data Sharing Agreement constitutes an agreement between the RAD and the Applicant. All processing of Personal Data under this agreement is subject to obligations of confidentiality.

The Applicants sign for this Agreement via the Agreement check the box when making the Exam entry. By signing this agreement, the signatory confirms that their signature also applies to the EU Standard Contractual Clauses (SCCs) and any related Addendum ensuring they are legally binding and properly authorised.

The RADs guidelines for entering filmed exams and the consent for filming (checkbox in RAD Online Exam Entry) are an integral part of this Agreement.

## **AGREED PURPOSES:**

### **1.1 Exam Purpose:**

To fulfil the exam process offered by RAD. RAD will use external Examiners to assess the Candidates' ability against the assessment criteria.

The RAD now includes filmed exams as part of their exams services. If used, the filmed footage will be sent to the Examiners. This may require an international data transfer if the Examiner is based outside the United Kingdom.

### **1.2 Training Purpose:**

The footage may be used internally by the RAD for training and/or standardisation purposes. On occasion it may also be used in controlled external environments, such as meetings of dance exam boards. At no time will the identity of participants be revealed when the footage is used in these ways.

## **DATA PROTECTION**

### **2.1 Shared Personal Data**

This clause sets out the framework for the sharing of personal data as specified above between the parties as controllers. Each party acknowledges that the **Applicant** - will disclose to the RAD Shared Personal Data collected by the **Applicant** for the Agreed Purpose(s).

### **2.2 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 the other party, give grounds to the other party to terminate this agreement with immediate effect.

### **2.3 Particular obligations relating to data sharing**

Each Party shall be individually and separately responsible for complying with the obligations that apply to it as a Data Controller under any applicable Data Protection Laws in relation to the Personal Data processed under this agreement.

- (a)** Applicants to ensure that all necessary notices and consents are in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes; To obtain explicit consent for the agreed purpose(s) of the Candidates and/or parents/guardians/carers the consent for filming form should be used (a template of this can be found in the Members' Area, or a pre-filled version can be generated from your RAD Online Exam Entry).
- (b)** RAD to only process exams when Applicants have provided confirmation that all necessary notice and consents have been collected.

Both Parties

- (c)** process the Shared Personal Data only for the Agreed Purposes.
- (d)** not share, transfer or show the footage to any other person who is not a recipient or organisation other than the RAD without permission in writing of the RAD.
- (e)** ensure that all Permitted Recipients employed by the controller as an employee, freelancer or on a voluntary base are aware of these contractual obligations in this agreement and the guidelines stated. In case a Permitted Recipient is not employed by either party as an employee a Data Processor Agreement should be signed. All recipients are bound by duty of confidentiality.
- (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, personal data as outlined in the guideline. Each party is solely responsible for any expenses incurred in order to make such technical and organisational measures available including (but not limited to) postal costs and any third parties used. Incurred expenses are not chargeable to

either party for reimbursement at any time.

**(g)** not transfer any personal data received from the Applicant outside the UK/ EEA unless the transferor ensures that:

- the transfer is to a country approved by the European Commission and or the ICO as providing adequate protection pursuant to Article 45 of the GDPR;
- appropriate safeguards are in place pursuant to Article 46 GDPR;

### **3.1 Data Transfers**

The Controller to Controller Model Clauses and Addendum are incorporated into this Agreement by reference as if they had been set out in full, and shall apply only if and to the extent the parties Process the Personal Data outside of a Territory of Adequate Protection, such clauses are required by Applicable Data Protection Laws, and no alternative transfer mechanisms have been put in place. Unless expressly stated in Appendix 1, any optional clauses contained within the Controller-to-Controller Model Clauses shall not apply.

### **4. Mutual assistance.**

Each party shall assist the other in complying with all applicable requirements of the (UK) Data Protection Legislation. In particular, each party shall:

**(a)** consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;

**(b)** promptly inform the other party about the receipt of any data subject access request;

**(c)** provide the other party with reasonable assistance in complying with any data subject access request;

**(d)** not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;

**(e)** assist the other party, at the cost of the other party, 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 supervisory authorities or regulators;

**(f)** notify the other party without undue delay on becoming aware of any breach of Data Protection Legislation;

**(g)** use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers; The Applicant will follow up the ruling on the transfer of the data as outlined in the Guidance in clause 1.7.


**(h)** maintain complete and accurate records and information to demonstrate its compliance with this clause;

## **5 Indemnity**

Without prejudice to any other indemnity contained in any original agreement, 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 the breach of the (UK) Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to 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.

## **6 Jurisdiction**

In the event of a dispute or claim brought by a data subject or the supervisory authority concerning the processing of the personal data against either or both of the parties, the parties will cooperate with a view to settling them amicably in a timely fashion. In the event of a dispute between the data controllers each party shall abide by a decision of a competent court in the UK or of the supervisory authority which is final and against which no further appeal is possible.

Policy Author:	Dan Phelps (Head of Exams Operations)
Approved by	 Mary Keene Director of Exams
Policy Adopted Date	June 2023
Policy Reviewed	April 2025
Next Review Date	April 2026

## **Appendix 1 – Standard Contractual Clauses**

### **Part 1 – EU SCCs**

1. The Controller-to-Controller Model Clauses shall apply to transfers made during the course of the Services where the Parties are Joint Controllers
2. The Controller to Processor Model Clauses shall apply to transfers made during the course of the Services where the Examiner a Processor and RAD is a Controller
3. In Clause 7 of the EU SCCs, the optional docking clause shall not apply.
4. In Clause 11 of the EU SCCs, the optional clause shall not apply.
5. In Clause 17 of the EU SCCs, the EU SCCs shall be governed by the laws of Ireland.
6. In Clause 18 of the EU SCCs, disputes shall be resolved by the courts of Ireland.
7. Where Controller to Controller Model Clauses apply, Annex I and II of the EU SCCs shall be deemed completed with the information set out in Appendix 2.

### **Part 2 – UK Addendum**

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

VERSION B1.0, in force 21 March 2022

This Addendum has been issued by the Information Commissioner for Parties making UK and EU Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

### **AGREED TERMS**

**Table 1: Parties**

<b>The Parties</b>	<b>Exporter (who sends the Restricted Transfer)</b>	<b>Importer (who receives the Restricted Transfer)</b>
<b>Parties' details</b>	As detailed in <b>Part 1A of Appendix 2</b>	As detailed in <b>Part 1A of Appendix 2</b>



<b>Key contacts</b>	As detailed in <b>Part IA of Appendix 2</b>	As detailed in <b>Part IA of Appendix 2</b>
<b>Signature (if required for the purposes of Section 2)</b>	As per signature block on Page 7	As per signature block on Online Application

**Table 2: Selected SCCs, Modules and Selected Clauses**

<b>Addendum EU SCCs</b>		The Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum.				
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1	Yes	No	No	-	-	-

**Table 3: Appendix Information**

"Appendix Information" means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties: As detailed in <b>Part IA of Appendix 2</b>
Annex 1B: Description of Transfer: As detailed in <b>Part IB of Appendix 2</b>
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: As detailed in <b>Part II of Appendix 2</b>

**Table 4: Ending this Addendum when the Approved Addendum changes**

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19:  ( ) Importer  ( ) Exporter  (x) Neither Party
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### **Part 1: Mandatory Clauses**

Mandatory Clauses	Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with section 119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.
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## **Appendix 2 – Additional Processing Information**

### **PART IA – LIST OF PARTIES**

Data exporter(s): The Royal Academy of Dance

Address: 188 York Road, LONDON. SW11 3JZ

Contact: Mary Keene, Director of Examinations and mkeen@rad.org.uk:

Activities:

#### 1. Exam Purpose:

To fulfill the examination process offered by RAD. RAD will use external examiners to assess the Candidates ability against the assessment criteria.

If used, the filmed footage will be sent to the Examiners. This may require an international data transfer if the Examiner is based outside the United Kingdom.

#### 2. Training Purpose:

The footage may be used internally by the RAD for training and/or standardisation purposes. On occasion it may also be used in controlled external environments, such as meetings of dance examination boards. At no time will the identity of participants be revealed when the footage is used in these ways.

Signature and date: As per signature block on Page 7

**Data importer(s):** The Applicant

Name: (As contained in the Online Application)

Address: (As contained in the Online Application)

Contact person's name, position and contact details: {As contained in the Online Application}

#### **PART IB – DESCRIPTION OF TRANSFER**

As outlined at Clause 1 of the Data Sharing Agreement.

#### **PART IC – COMPETENT SUPERVISORY AUTHORITY**

Where the EU SCCs applies: The Irish Data Protection Commission.

Where the UK Addendum applies: The Information Commissioner's Office.

#### **PART II – TECHNICAL AND ORGANISATIONAL MEASURES**

The Applicant agrees it has the following technical and organisational measures in place to safeguard the Personal Data received from the RAD.

<b>Technical and Organisational Measure(s) Requirement</b>	<b>Technical and Organisational Measure(s) Implemented</b>
Measures of pseudonymisation and encryption of personal data	Parnassus encrypted?
Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident	Parnassus is backed up
Measures for user identification and authorisation	User ID with login and password
Measures for the protection of data during transmission	Encrypted at rest and in transit
Measures for the protection of data during storage	Encrypted at rest and in transit

Measures for ensuring data minimisation	System only allows minimum amount of data to fulfill the Agreed Purposes
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