

Data Sharing Agreement

About us

“Ability Software Group”, “Ability CRM”, “Ability Portals” and “Ability HR” are all trading styles of BI Network Systems Ltd which is a registered company in the United Kingdom. Registration number: 13682361

Document Status

Version	2
Document owner	BI Network Systems Ltd
Document author and enquiry point	Bradley Starkey Director Sales@b1networksystems.co.uk 02030077760 12 Oak Industrial Park Dunmow Essex CM6 1N
Document authoriser	Bradley Starkey Director Data controller
Document agreed date	The date the first invoice is sent to the client
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Next document review/end date	13.09.23

Version History

Date Issued	Version	Status	Reason for change
15.10.21	1	Release	Company incorporation
13.6.22	1	Review	Bi annual review
13.11.22	2	Update	New services that require changes
13.5.23	2	Review	Bi annua review

- 1.1 This Information Sharing Agreement (Agreement) has been developed to facilitate partnership working between the partners identified in 2.1 below (Parties}. This Agreement identifies the legal powers and methods of sharing information in order to achieve common goals for the benefit of B1 Network Systems Ltd and the signing party
- 1.2 This Agreement outlines the need for B1 Network Systems Ltd to receive the data necessary to build and maintain the services outlined in your service agreement
- 1.3 All Parties to this Agreement should ensure that all of their staff who are affected by it are aware of its contents and the obligations it creates between the Parties signed up to it.

1. Partner and partner responsibilities

1.1 The Parties committed to this Agreement are:

- Bradley Starkey, Director, who has the role of Data Controller
- Bradley Starkey, Director, who has the role of Data Processor

1.2 It will be the responsibility of these Parties to ensure that they:

- have realistic expectations from the outset
- maintain ethical standards
- have a process by which the flow of information can be controlled
- provide appropriate training
- have adequate arrangements to test compliance with the agreement
- meet Data Protection Act 2018 (DPA), General Data Protection Regulation (GDPR) and other relevant legislative requirements.

2. Background and scope of the Agreement

- 3.1. It has been identified that in order to build and fulfil our services we must obtain your data and host I within our facilities
- 3.2. The Agreement covers the sharing of personal data about data subjects for the purpose of your service with B1 Network Systems Ltd and the Agreement covers sharing for any of the purposes listed in Section 5: 'Purposes and legal basis for Sharing Information'.

3. Information to be shared

3.1 Data to be shared

3.1.1 It has been identified by the Parties that the following fields of data are required to fulfil the purpose and scope of the Agreement as identified in 3.1 and 3.2.

3.1.2 These data are to be provided by the client and are to be received by B1 Network Systems Ltd, this excludes third parties. Data shared with third party integrates are covered by our privacy policy

3.2 **Data Processing**

Data will be held in our facilities, and only processed by is for the purpose of maintaining and improving your service.

3.3 **Terms of use of the information**

Full terms of use can be found in our “acceptable use policy”

3.4 **Exchange of Information**

We will receive information via email containing your data, we will then move it to our cloud facilities. We will not hold your data locally.

4. **Purposes and legal basis for information sharing**

4.1 **Purpose for sharing information**

The main purpose for sharing information is to move your data to our cloud facilities to fulfil our services to you

4.2 **Legal Basis for Sharing Information**

4.2.1. The legal basis for sharing information between the Parties has been identified as we will not share your information on unlawful grounds or with any other third parties. We will not hold data locally and we will comply with our data retention, data protection and data processing agreements

5. **Data Quality**

5.1 Information shared under this Agreement must be fit for purpose, meaning that it must be adequate, relevant and not contain excessive detail which is beyond that required for the agreed purpose.

5.2 We keep logs on your service for the benefit of user interaction and service usage, which allows us to improve your service

6. **Retention, Storage and Disposal**

- 6.1 The data will only be retained during the period of your service, if you wish to terminate your service we will export and remove all of your data from our facilities
- 6.2 All Parties must ensure that they have appropriate measures in place to ensure the secure storage of all the information subject to this Agreement will be kept in cloud facilities

7. Access and Security

- 7.1 Access to your data will be limited to select staff of B1 Network Systems Ltd. This will be exclusive to members of staff who have been designated to your service.
- 7.2 You may share our service with other users, their access can be mitigated by us however if granted access by the user they will then be liable for unfair or unacceptable user

8. Handling of complaints, information requests or breaches of the Agreement

8.1 Handling of data breaches

- 8.1.1. Data processors, will in the event of a personal data breach or breach of confidentiality take steps to notify the Data Controller and relevant organisations Data Protection Officer(s) (DPO) as soon as possible. The Data Controller has the responsibility to notify the ICO of a serious breach within 72 hours of any signatory organisations becoming aware of the breach.

8.2 Indemnity to the Agreement

- 8.2.1. Each Party will keep each of the other Parties fully indemnified against any and all costs, expenses and claims that arise out of any breach of this Agreement by their staff, agent, contractors or data processors and in particular, but without limitation, the unauthorised or unlawful loss, theft, use, destruction or disclosure by the offending Parties or its sub-contractors, data processors, employees, agents or any other person within the control of the offending Parties of any data obtained in connection with this Agreement.

8.3 Handling of complaints

- 8.3.1 Any Party, on receipt of a complaint, without delay must report the incident to the ICO

9. Commencement and Termination of the Agreement

9.1 Commencement of the Agreement

9.1.1 This Agreement shall take effect from the date that the client completes payment for their first invoice

9.2 Termination of the Agreement

10.2.1 Any Party may terminate this Agreement at any time provided they give a minimum of 30 days' notice in writing to the other Parties.

10.2.2 Any Party can suspend this Agreement for 30 days if they consider that security arrangements have been compromised. Such suspension arrangements are intended to allow the affected Party the opportunity to seek a resolution and cause any remedial actions to be completed. In the event that agreement is not reached, the Agreement will be terminated in writing with full explanation to the Parties concerned.

10.2.3 The obligations of confidentiality imposed on the Parties by this Agreement shall continue in full force and effect after the expiry or termination of this Agreement.

Data Controller: Insert Organisation name

Bradley Starkey, Director	<i>Bradley Starkey</i>	13.5.23
Name & Title/Role	Signature	Date

Data Processor: Insert Organisation name

Bradley Starkey, Director	<i>Bradley Starkey</i>	13.5.23
Name & Title/Role	Signature	Date

Data Processor: Insert Organisation name

Bradley Starkey, Director	<i>Bradley Starkey</i>	13.5.23
Name & Title/Role	Signature	Date

Other documents include

Privacy policy

13/05/2023

Terms of service

Data processing agreement

Acceptable use policy

Data retention

Data protection