

General Data Protection Regulations (GDPR) Policy

1. Data protection principles

Youth Careers Collective is committed to processing data in accordance with its responsibilities under the GDPR.

Article 5 of the GDPR requires that personal data shall be:

- a. processed lawfully, fairly and in a transparent manner in relation to individuals;
- b. collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;
- c. adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- d. accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;
- e. kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals; and
- f. processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.”

2. General provisions

- a. This policy applies to all personal data processed by Youth Careers Collective, including photographs of participants, which are considered personal data under GDPR.
- b. The Senior Leadership Team shall take responsibility for Youth Careers Collective’s ongoing compliance with this policy.
- c. This policy shall be reviewed at least annually.
- d. Youth Careers Collective shall register with the Information Commissioner’s Office as an organisation that processes personal data.

3. Lawful, fair and transparent processing

- a. To ensure its processing of data is lawful, fair and transparent, Youth Careers Collective shall maintain a Register of Systems.
- b. The Register of Systems shall be reviewed at least annually.
- c. Individuals have the right to access their personal data and any such requests made to Youth Careers Collective shall be dealt with in a timely manner.

4. Lawful purposes

- a. All data processed by Youth Careers Collective must be done on one of the following lawful bases: consent, contract, legal obligation, vital interests, public task or legitimate interests ([see ICO guidance for more information](#)).
- b. Youth Careers Collective shall note the appropriate lawful basis in the Register of Systems.
- c. Where consent is relied upon as a lawful basis for processing data, evidence of opt-in consent shall be kept with the personal data.
- d. Where communications are sent to individuals based on their consent, the option for the individual to revoke their consent should be clearly available and systems should be in place to ensure such revocation is reflected accurately in Youth Careers Collective's systems.

5. Data minimisation

- a. Youth Careers Collective shall ensure that personal data are adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed.

6. Accuracy

- a. Youth Careers Collective shall take reasonable steps to ensure personal data is accurate.
- b. Where necessary for the lawful basis on which data is processed, steps shall be put in place to ensure that personal data is kept up to date.

7. Archiving / removal

- a. To ensure that personal data is kept for no longer than necessary, Youth Careers Collective shall put in place an archiving policy for each area in which personal data is processed and review this process annually.
- b. The archiving policy shall consider what data should/must be retained, for how long, and why.

8. Security

1. Youth Careers Collective shall ensure that personal data is stored securely using modern software that is kept-up-to-date.
2. Access to personal data shall be limited to personnel who need access and appropriate security should be in place to avoid unauthorised sharing of information.
3. When personal data is deleted this should be done safely such that the data is irrecoverable.
4. Appropriate back-up and disaster recovery solutions shall be in place.

9. Breach

In the event of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data, Youth Careers Collective shall promptly assess the risk to people's rights and freedoms and if appropriate report this breach to the ICO ([more information on the ICO website](#)).

GENERAL DATA SHARING AGREEMENT

The parties have agreed to enter into this Agreement to regulate as between themselves their rights and responsibilities in relation to Information related to the work carried out with Youth Careers Collective

This individual Agreement is made on [date of agreement being signed] between:

Youth Careers Collective (“the Charity”)
and
[Name] (“the Partner”)

Definition and Interpretation

1.0 In this Agreement, the following words and phrases shall bear the following meanings:

"GDPR" means the General Data Protection Regulation 2016 and includes any subordinate legislation made under it and any provision amending superseding it or re-enacting it (whether with or without modification);

"Data" and **"processing"** bear the meanings set out in the GDPR and the term "processed" shall be construed accordingly;

"Information" means all Data, Personal Data, and any other information of whatever nature relating to Learners;

"Learners" means those young people taking part in activities;

"Personal Data" means any personal data (as defined in the GDPR) which is subject to or intended to be subject to processing by the Charity or Partner

"Permitted Purpose" means the purpose set out in the Schedule attached hereto.

1.1 Expressions used in this Agreement are not meant to exclude or refer to any one gender in particular or to refer only to the singular where the plural is appropriate and vice versa.

1.2 Headings in this Agreement are for convenience only and will not affect its interpretation.

1.3 The schedules to this Agreement shall have the same effect as if contained in the body of this Agreement and any references to this Agreement shall include the schedules.

1. Basis for sharing

The Partner will be exposed to relevant data in order to deliver their responsibilities and agreed outcomes vis-a-vis their work with the Charity.

2. Confidentiality

Where the charity transfers any Information to the Partner, or the Partner transfers any information to the charity, or the Partner is able to access any Information held by the charity, or comes into possession of any Information in any circumstances whatsoever, where the Partner is not already in possession of such Information, both parties agree:

- 2.1 The information shared is adequate, relevant, not excessive, accurate and up to date.
- 2.2 All shared data will be in scope for a Subject Access Request, Freedom of Information request, query or complaint received.
- 2.3 The charity agrees that it will take all reasonable steps (including the development of password and other security systems), with a view to ensuring that only those who are engaged in the process of exercising duties in connection with the Permitted Purpose have access to the Information.
- 2.4 The Partner will keep all Information confidential and will keep in safe custody all documentation, tapes, discs and other media used to record or store the Information.
- 2.5 The Partner will not, without the prior written consent of the charity, divulge Information to any person, firm or company (other than such of employees as have authorised access for the sole purpose of processing) or make any use of it except for the Permitted Purpose and otherwise only as has been previously agreed in writing between the parties.

3. General Data Protection Regulation (GDPR)

- 3.1 The charity shall use all reasonable endeavours to ensure that all persons who are its employees, servants, agents and sub-contractors shall comply with the GDPR, and in particular the data protection principles set out therein, in connection with the subject matter of this Agreement.
- 3.2 The charity warrants to the Partner that they will not do or omit to do anything which would cause the charity to be in breach of the GDPR.
- 3.3 The charity warrants to the Partner that they will not do anything which would cause the Information:
 - 3.4 to be transferred to a country or territory outside the European Economic Area; or
 - 3.5 to be linked to the Internet or to any computer network other than its own, without the written consent of the charity
- 3.6 The Partner shall on written request from the charity hand over to the charity or its agent without charge or delay:

- 3.7 all of the Information and any other property belonging to the charity
- 3.8 any confidential information belonging to the charity, contained in any medium, including but not limited to records containing Personal Data, documents, stationery, computer discs, literature, the Information and statistics which have been supplied to the Partner by the charity or generated or processed by the Partner pursuant to this Agreement (and all copies and reproductions thereof) and will not retain any back-ups, copies, extracts and analysis and reproductions in whole or in part of the Information or any analyses or written material incorporating the Information or derived from it.
- 3.9 Under no circumstances shall the Partner acquire any title in, or rights to derive any commercial benefit from possession or use of the Information, unless otherwise previously agreed with the charity in writing.

4. Entire Agreement and Schedules

This Agreement together with any documents referred to herein shall constitute the entire agreement and understanding between the parties with respect to all data and information protection matters which are referred to.

5. Waiver

No waiver of any term or provision of this Agreement by the party entitled to the benefit thereof shall release the parties from the full performance and observation of the other terms and provisions of this Agreement.

6. Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with English law and each of the parties hereto agrees to submit to the non-exclusive jurisdiction of the English Courts in respect of any claim or matter arising under this Agreement (whether contractual or non-contractual).

Signed and dated by the individual carrying out duties and data sharing

Name: Position:

Signature: Date:

Signed for and on behalf of the charity, Youth Careers Collective

Name: Position:

Signature: Date: