



Data Sharing Agreement

This document is intended for Your Organisation and its representative or agent.

1.	References	2
2.	Applicability	2
3.	Details of Processing of Personal Data.....	2
4.	Obligations of teamSOS	2
5.	Breach notification.....	3
6.	Restricted International Transfer of Personal Data to teamSOS	3
7.	Restricted International Transfer of Personal Data by or on behalf of teamSOS	3
8.	Subcontractors.....	3
9.	Audit	3
10.	Return of Personal Data on Termination of Service	3
11.	Your Organisation's Obligations.....	4
12.	General Data Processing Provisions	4

	Date	Author	Notes
1	2021-04-06	Tim Verlander	
2	2021-04-18	Lynne Taylor	Reviewed
3	2025-01-21	Lawrence Royston	
4	2025-01-22	Antonia Noble	Reviewed

1. References

- 1.1 This document includes the teamSOS Common Clauses as amended, extended, or re-enacted from time to time.
- 1.2 This Data Sharing Agreement is part of our Terms of Service.

2. Applicability

- 2.1 Acceptance of the Terms of Service by Your Organisation is agreement to this Data Processing Agreement.
- 2.2 In the Terms of Service teamSOS is acting in its capacity as a Processor and Your Organisation is acting in its capacity as a Controller under Data Protection Legislation.

3. Details of Processing of Personal Data

- 3.1 The scope and purpose of the Processing carried out by teamSOS under the Terms of Service is as follows:
 - 3.1.1 The purpose of the Processing is to provide or support the provision of Services under the Terms of Service to you and otherwise carry out obligations or exercise rights under the Terms of Service, for the duration of the Term.
 - 3.1.2 The Data Subjects are all Service Users associated to Your Organisation, all other individuals about whom Your Organisation provides Personal Data to teamSOS without creating a Service User, and all individuals who are included in Content created by Service Users.
 - 3.1.3 The Personal Data processed includes but is not limited to identifying numbers, contact information, location information, personal expressions or preferences, information relating to education, history, information relating to educational activities, personal records, correspondence, and, in limited circumstances, special categories of personal data and any other categories of Personal Data that are stated in the Privacy Policy to be Processed by teamSOS on behalf of Your Organisation.

4. Obligations of teamSOS

- 4.1 In relation to the Processing of Personal Data, teamSOS will:
 - 4.1.1 Only Process Personal Data on Your Organisation's documented instructions in accordance with the Terms of Service, unless required to Process that Personal Data in compliance with applicable law. Where such a requirement is placed on teamSOS, we shall provide prior notice to Your Organisation unless the relevant law prohibits us giving notice on important grounds of public interest.
 - 4.1.2 Promptly inform you if, in our opinion, your or Your Organisation's instructions would be in breach of Data Protection Legislation.
 - 4.1.3 Promptly notify Your Organisation of any requests from Data Subjects exercising their rights under Data Protection Legislation in relation to Personal Data and assist you within reasonable timescales with all requests received by Your Organisation or teamSOS from Data Subjects exercising such rights.
 - 4.1.4 Unless prohibited from doing so by applicable law we will provide reasonable assistance to you or Your Organisation so as to enable Your Organisation to comply with its obligations under Data Protection Legislation including, without limitation, in respect of the duties to ensure that

Personal Data is kept secure, notify a breach of Personal Data, conduct privacy impact assessments (and any related consultations), and maintain all documentation of processing operations.

- 4.1.5 TeamSoS ensures contractually that all employees who process data are bound by a duty of confidence.

5. Breach notification

- 5.1 In the event teamSOS becomes aware of or suspects that there has been a Personal Data Breach which affects the Personal Data provided in scope of the Terms of Service, we will promptly, and in any event no later than 48 hours after so becoming aware or so suspecting, notify Your Organisation of the known or suspected breach.

6. Restricted International Transfer of Personal Data to teamSOS

- 6.1 In the event of any Restricted International Transfer of Personal Data arising in relation to teamSOS, we will take such measures as Your Organisation may reasonably specify to ensure that such transfer complies with Data Protection Legislation, including without limitation entering into (or procuring that such other persons or entities as you may reasonably specify enter into) an IDTA.

7. Restricted International Transfer of Personal Data by or on behalf of teamSOS

- 7.1 teamSOS will not carry out any Restricted International Transfer of Personal Data itself or procure that such a transfer is carried out on its behalf unless it has:
- 7.1.1 Obtained Your Organisation's prior written consent.
 - 7.1.2 Taken such measures as Your Organisation may reasonably specify to ensure that such transfer complies with Data Protection Legislation, including without limitation entering into (or procuring that such other persons or entities as you may reasonably specify enter into) an IDTA.

8. Subcontractors

- 8.1 teamSOS shall maintain an up-to-date list of all Subcontractors it engages to Process Personal Data and shall provide such list to you on request.
- 8.2 The subcontract between teamSOS and any Subcontractor Processing Personal Data will impose obligations on the Subcontractor that are equivalent to those set out in this Data Processing Agreement.
- 8.3 TeamSOS always engages sub-processors (third party organisation) with a written contract containing equivalent data processor obligations as are contained in this data sharing agreement.

9. Audit

- 9.1 At Your Organisation's request teamSOS will provide evidence of its compliance with this Data Processing Agreement, and allow Your Organisation to audit at its cost that compliance (either itself or by using a mutually agreed auditor).

10. Return of Personal Data on Termination of Service

- 10.1 Upon termination of the Service to Your Organisation for any reason, teamSOS will promptly delete all related Personal Data in our possession and provide confirmation of such deletion save that we may retain a copy of some or all Personal Data to the extent we are obliged to do so by relevant law or Data Protection Legislation.

11. Your Organisation's Obligations

- 11.1 Your Organisation is a Controller in respect of Personal Data Processed by teamSOS, and shall comply with your obligations under Data Protection Legislation in relation to Processing Personal Data.

12. General Data Processing Provisions

- 12.1 To the extent that teamSOS acts as Controller in respect of Personal Data, we will comply with Data Protection Legislation and will ensure that we provide Data Subjects with a notice describing our Processing in accordance with Data Protection Legislation.
- 12.2 teamSOS will inform you without undue delay if we suspect that Personal Data which is in our possession or under its control is threatened with seizure or confiscation (including without limitation through bankruptcy or settlement proceedings or other actions of a third party). We will initiate all reasonable measures to protect your rights and position by, in particular, informing all relevant third parties that ownership and control over the Personal Data lies with you.