



DATA SHARING AGREEMENT

InVentry Limited

Title of Agreement – InVentry Sign In Solution

Purpose – To facilitate the sharing of student, staff and visitor information between client schools and InVentry Ltd for the purpose of fire evacuation & remote support

Partners – Purchasing establishment (herein known as the Data Controller)

InVentry Ltd (herein known as the Data Processor)

Date of agreement – Upon commencement of InVentry maintenance or InVentry Anywhere license

Date of agreement review – In line with expiry of license purchased

Agreement drawn up by – InVentry Ltd

Extent of agreement – Schools undertaking InVentry Services and subject to GDPR.

1. Introduction

1.1 This information sharing agreement has been drawn up by InVentry Ltd, which sets out the core information sharing principles which have been agreed by its signatory organisations.

1.2 The objective of this information sharing agreement is to provide data for use in the following services;

- Technical support (InVentry Maintenance License)
- Evacuation service (InVentry Anywhere License)
- ID Badge creation
- Communication of update and functionality information

1.3 In order to meet this objective it is necessary for partners to share selected information.

2. Policy Statements and Purpose

2.1 The purpose of this agreement is to:

- Enable attendance on site by the above parties to be recorded for the purpose of statutory requirements;
 - Regulatory Reform (Fire Safety) Order 2005,
 - Section 537A of the Education Act 1996.
 - Health and Safety at Work etc Act 1974

Fulfil requirements of Evacuation service (InVentry Anywhere License)

Fulfil requirements of system support contract (InVentry Maintenance License)

Provide up to date information on the system and improve functionality (InVentry Maintenance License)

3. Partners

- 3.1 This agreement is between partners listed from the following organisations
- Client School (Data Controller)
 - InVentry Ltd (Data Processor as appropriate)

4. Basis for Sharing

- 4.1 This agreement fulfils the following requirements:
- The General Data Protection Regulations (Articles 5 – 11 – Principles)
 - The General Data Protection Regulations (Articles 12 – 23 – Rights of the Data Subject)
 - The Education Act 1996
 - The Children Act 1989
 - The Children Act 2004
 - The Freedom of Information Act 2000
 - Regulatory Reform (Fire Safety) Order 2005,
 - Health and Safety at Work etc Act 1974

4.2 Any information shared and the processes used to share such information will be compliant with the relevant Human Rights legislation.

5. Process

5.1 This agreement has been formulated to facilitate the exchange of student, staff & visitor information between the signatories. It is, however, incumbent on all partners to recognise that any information shared must be justified on the merits of the agreement.

5.2 Information to be shared is from the following as agreed with the client;

Personal data type:	Source (where InVentry Ltd obtained the personal data from)
Staff	
First name*	Provided by School and extracted from the InVentry System
Surname *	
Time signed IN*	
Student	
First Name*	Provided by School and extracted from the InVentry System
Surname*	
Form group*	
Year group *	
Time signed IN*	
Time signed OUT*	
Reason for IN/OUT*	
Visitor	
Title*	Provided by School and extracted from the InVentry System
First name*	
Surname*	
Company*	
Photograph*	
Vehicle registration*	
Name of host/person visiting*	
Time signed IN*	
ID Badge service	



This service uses a set of data identified by the Data Controller and not specified by InVentry Ltd. By using this service, the responsibility for consent lies with the Data Controller.	
Support and Fault resolution	
This is dependent on the issue identified and the work required to resolve the issue. It may require support to copy the whole database. Before removing data in any form, we will seek your additional consent to do so, either verbally or written, and take all steps to minimise its collection. This data is subject to a stringent internal policy and procedure ensuring that ownership and security of the data is recorded and maintained throughout the process. By design your InVentry system offers the ability to collect special category personal data in the form of biometric data (facial recognition/finger print recognition). If during the process of fault resolution, we are required to download the database from your system, we will treat it in accordance with the process described above and in line with our data sharing agreement. Should you so decide, you have the ability to add customised data fields that may include the collection of special category personal data. As the data controller, this is your decision and you should be aware that this will be shared with us. We will treat it in accordance with the above process and in line with our data sharing agreement.	
Marketing	
First name	This information will be requested from the customers on a consent basis.
Surname*	
Job Title	
Email	
Mobile	
Landline	
Postcode*	
SMS Service	
Mobile number	Provided by School, extracted from the InVentry System and used by the SMS provider only to facilitate this service.

Above fields marked with * are required for system functionality

5.3 How will the data be secured and transferred

5.3.1 The InVentry Ltd data sharing agreement provides details of the overall security standards required of participating organisations to manage the information they receive from other parties under this agreement. These must be respected by all signatories.

5.3.2 All onsite stored data is held within an SQL Data base and secured using 256-bit encryption, this is the responsibility of the processor. The security of the device e.g. antivirus, firewall, password policy is the responsibility of the data controller.

5.3.3 Any data transferred to the processor for the purposes of evacuations is done using SSL/HTTPS.

5.3.4 Any data transferred to the processor for the purposes of ID Badge creation is done using SSL/HTTPS.

5.3.5 Any data copied for support calls and incident resolution is done using remote support software which uses RSA private/public key exchange (2048-bit) and AES (256-bit) session encryption

For more detail, please contact InVentry



5.4 Ensuring Data Quality

5.4.1 Everyone sharing data under this agreement is responsible for the quality of the data they are sharing.

- The Data Controller is responsible for ensuring that data entered into the InVentry system is accurate and up to date
- Where data is used in offsite services InVentry are responsible for ensuring that this reflects accurately the information provided for that service

5.4.2 Before sharing data, officers will check that the information being shared is accurate and up to date to the best of their knowledge. If special category personal data is being shared which could harm the data subject if it was inaccurate, then particular care must be taken.

5.4.3 If a complaint is received about the accuracy of personal data which affects datasets shared with partners in this agreement, an updated replacement dataset will be communicated to the partners. The partners will replace the out of date data with the revised data.

5.5 Information use, review, retention and deletion

5.5.1 Partners to this agreement undertake that information shared under the agreement will only be used for the specific purpose for which it was shared, in line with this agreement. It must not be shared for any other purpose outside of this agreement.

5.5.2 The client remains the Data Controller in all cases of the data processing.

5.5.3 Whilst data remains within the system onsite, accept for agreed support services, InVentry Ltd do not act as a processor.

5.5.3 Where data is viewed or removed from site for support purposes, transferred to cloud services where Inventory Ltd processes data on the client's behalf, they become the processor.

5.5.4 The retention period for data within the system is as follows:

- Primary pupils – In line with the school/organisations data retention policy;
- Secondary pupils – In line with the school/organisations data retention policy;
- Staff – In line with the school/organisations data retention policy;
- Visitors – In line with the school/organisations data retention policy
- Marketing – Until consent is withdrawn

InVentry Anywhere Evacuation

- Staff/Primary pupil/Secondary pupil/visitors – Until 23:59:59 on day of attendance at site

ID Badge Creation service

Any personal information supplied will be processed and stored as follows;

- Up 24 hours – InVentry Anywhere Cloud storage
- 51 days from dispatch of order, stored on local area network at our head office to enable completion and confirmation of order.



SMS Service

- InVentry system – 30 days
- SMS service provider – 6 months
- Telecom service provide – 12 months

The message and the number are stored for the above time frames by the SMS service provider for legitimate business reasons and the Telecom service provider as this is regulated under the Investigatory Powers Act 2016.

5.5.5 InVentry Ltd will not release the information to any third party unless the request is subject to legal obligation without obtaining the express written authority of the partner who provided the information.

5.5.6 The following destruction process will be used when the information is no longer required:

- Data in printout form to be kept minimal & be shredded using secure offsite destruction disposed in accordance with the InVentry Ltd Data storage and Security policy.
- Data in digital format will be deleted and devices will be disposed in accordance with the InVentry Ltd Data storage and Security policy.

6. Party agreement

6.1 All involved parties accept responsibility for its execution and agree to ensure that staff are trained so that requests for information and the process of sharing itself are sufficient to meet the purpose of this agreement.

Signed on behalf of InVentry

A handwritten signature in cursive script that reads "Phil Brooke".

Name: Phil Brooke

Role: Director

Date: As below

We ask that this document is signed by the data controller or authorised member of staff within your organisation.

Signed on behalf of client

Name:

Role:

Email:



Organisation:

Address:

Postcode:

Date: