



Non-Employee Data Access Agreement

Between

??

and

The University of Nottingham

1. Role:

Your role under this non-employee data access agreement with this University is **INSERT ROLE**.

This non-employee data access agreement does not affect your substantive contract of employment, where applicable. The terms of your substantive contract remain as stated in your contact with your substantive employer.

2. Data Protection Requirements:

The University of Nottingham is the data controller for personal data held within its systems. In accordance with Article 5(f) of the applied General Data Protection Regulation (GDPR) and Section 56 of the DPA 2018, the following restrictions will apply when accessing personal data:

- Personal data should not be extracted from any system unless prior approval has been obtained
- Access to systems may not be shared with any persons
- Any breach of personal data must be reported to the relevant UoN employee immediately
- Misuse of systems or personal data may result in revocation of access and/or disciplinary action
- Destruction of any personal data must be undertaken in accordance with UoN policies
- Ensure that the relevant UoN owner is informed when access is no longer required
- Ensure that personal data is not transferred outside of the [European Economic Area \(EEA\)](#) unless authorised and suitable agreements are put in place.

3. Commencement of Non-Employee Data Access

Your access under this agreement will commence on **START DATE** until **END DATE**.

4. Duties and Obligations

The purpose of the non-employee data access agreement is to enable you to take on the role of **INSERT TITLE**.

You will be under the direction of the **INSERT RELEVANT AREA** for the satisfactory performance of your duties under this agreement.

In respect of your duties with your substantive employer, if applicable, your line manager and accountability are as directed by your substantive employer.

b) General Mutual Obligations

Whilst it is necessary to set out formal arrangements in this agreement, we also recognise that you are a professional employee who will usually work with limited supervision and frequently

have the responsibility for making important judgments and decisions. It is essential therefore that you and we work in a spirit of mutual trust and confidence. You and we agree to the following mutual obligations:

- to co-operate with each other and your substantive employer;
- to maintain goodwill;
- to carry out our respective obligations in following the University policies, objectives, rules, working practices and protocols.
- to keep your substantive employer informed of any matters concerning your performance and/or conduct that could lead to formal action being taken.

5. Effects of termination of Your Substantive Dependent Contract of Employment, were relevant

This agreement may be interdependent with your substantive contract. If this is the case it should be stated in section 10 of this agreement.

Should your contract of employment with your substantive dependent employer be suspended, terminated or end for any reason, at any time, this will result in an immediate termination of your role and data access under this contract.

Should the University's agreement with your substantive employer come to an end this will also trigger an immediate termination of access.

Where you have no substantive employer, this agreement will be kept under review as per point 8.

6. Restrictions and Confidentiality:

During the course of this agreement you may come across confidential information about the University and the processes it operates. Accordingly, and subject to any agreement to be entered in to between the University and your substantive employer, you agree not to disclose to any third party or make use of confidential information about matters connected with the University, (or related to a subsidiary, supplier, customer or client of the University), including and without limitation information about students, patients, medical, scientific or technical processes, inventions, designs, business affairs, finances, employees or officers. Any breach of confidentiality will render you liable to disciplinary action/or to civil proceedings. The same applies upon expiry of the contract.

7. Intellectual Property

The ownership of any Background Intellectual Property is unaffected by this agreement and no licenses to any Background Intellectual Property are granted.

8. Review of Agreement

This agreement will be reviewed at least annually. Access can be removed with notice at any time if the access is no longer considered necessary to the role being performed.

9. Duration of Agreement

This is a fixed term agreement due to finish on **INSERT END DATE** and this agreement will terminate on that date; if it is mutually agreed that access is still required amendments will be made to this agreement to reflect the extension.

10. Confirmation of acceptance

By signing this agreement it does not guarantee access to any systems or data, and any requests will be submitted through the normal University access process.

See link for Human Resources Guides and Support

<http://www.nottingham.ac.uk/hr/guidesandsupport/index.aspx>

Please declare here if you are a current University of Nottingham Student

Yes No (Delete as appropriate)

Please declare if your access is dependent on your substantive employer

Yes No (Delete as appropriate)

If yes, please state the name of your substantive employer

I agree to accept this agreement on the main terms and conditions above.

Signed.....

Date.....

**Signed
(on behalf of the University of Nottingham)**

Date.....