



PERSONAL INFORMATION SHARING AGREEMENT

Between

The University of Worcester

And

The Worcester Students' Union

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University of Worcester and Worcester Students' Union Personal Information Sharing Agreement

Introduction

The following agreement governs the provision of student data by the University of Worcester (“**the University**”) to Worcester Students’ Union (“**the Union**”) and the purposes for which that information may be used by the Union.

1. Definitions

1.1 In this agreement:

- 1.1.1 “**Controller**” means a “data controller” for the purposes of the DPA and a “controller” for the purposes of the GDPR (as such legislation is applicable);
- 1.1.2 “**Data Protection Legislation**” shall mean the DPA, or, from the date it comes into force in the UK, the GDPR (as applicable) and any other laws relating to the protection of personal data and the privacy of individuals;
- 1.1.3 “**Data Subject**” means a data subject (as defined in the Data Protection Legislation) as set out in Annex 1;
- 1.1.4 “**Disclosing Party**” means the party disclosing Personal Data to the other party under this agreement;
- 1.1.5 “**DPA**” means the UK Data Protection Act 1998;
- 1.1.6 “**GDPR**” means the General Data Protection Regulation (EU) 2016/679;
- 1.1.7 “**Personal Data**” means “personal data” (as defined in the Data Protection Legislation) that are Processed under this agreement in respect of which the Disclosing Party is a data controller (as defined in the DPA) that are made available to the Recipient under this agreement, as set out in the table in Annex 1;
- 1.1.8 “**Purposes**” means the purposes for processing the Personal Data set out in the table in Annex 1;
- 1.1.9 “**Processing**” has the same meaning as in the Data Protection Legislation and “Process” and “Processed” shall be construed accordingly; and
- 1.1.10 “**Recipient**” means the party receiving Personal Data from the other party under this agreement;
- 1.1.11 “**Recipient Personnel**” means all employees, agents, consultants and contractors of the Recipient;
- 1.1.12 “**Student Data**” means the Personal Data of students registered with the University;
- 1.1.13 “**Subject Access Request**” means a subject access request (or any apparent subject access request) in respect of any Data Subject under the Data Protection Legislation; and
- 1.1.14 “**Third Party Recipient**” means any third parties authorised to receive the Personal Data from the Recipient, as set out in the table in Annex 1 as may be varied from time to time in accordance with clause 7.5.

2. Classes of Information

- 2.1 The University will provide the Union with the types of Student Data set out in Annex 1.
- 2.2 The Union will provide the University with the types of Personal Data set out in Annex 1.
- 2.3 No sensitive personal data will be transferred between the two parties.

2.4 The University will provide data and will exclude those students who choose to opt out of their data being shared in accordance with clause 13.

3. Information Provision

3.1 Student information will be provided to the Union by the University's Registry Services via a secure electronic transfer facility using staff ("SOLE Facility"). The University will make available up-to-date information at the time of transfer and ensure the details of any students who opt out of the data sharing agreement in accordance with clause 13 are not included.

3.2 The types of Student Data which will be processed by the Union using the SOLE facility are as follows:

- a) **New Students** - The University will provide the Students' Union with details of all students, of all course levels, who are to be commencing studies at the University prior to their arrival after they have registered with the University.
- b) **Permanent Leavers** - At the start of May and of October the University will provide the Students' Union with registration numbers of students who have permanently left the University since the previous update.
- c) **Data Accuracy** - Any changes to the shared student data will be updated in the transfer file provided via SOLE.

3.3 Student information will be provided to the University by the Students' Union either via secure email or verbally. Personal information about the Students' Union staff will be transferred to the University's HR department via the relevant forms and spreadsheets which will be transmitted securely following the guidance in the University's [Information Security Policy](#).

4. Status of the parties

4.1. Save as set out in this clause, the Recipient is responsible for determining the purposes for which and manner in which it will process the Personal Data after receipt from the Disclosing Party. Accordingly, the Recipient acknowledges that it will be acting as a Controller in respect of the Personal Data and will be responsible for compliance with the Data Protection Legislation in respect of its processing of the Personal Data.

4.2. Notwithstanding clause 4.1 above, the Disclosing Party shall be responsible for ensuring that the relevant Data Subjects have been provided with all necessary information in respect of this data sharing arrangement.

5. The Recipient's obligations

5.1. In consideration of being granted access to the Personal Data, the Recipient shall:

- 5.1.1. take reasonable steps to ensure the reliability of the Recipient Personnel and any Third Party Recipients who have access to the Personal Data and use all reasonable endeavours to ensure that such persons have sufficient skills and

training in the handling of Personal Data and comply with the Data Protection Legislation;

- 5.1.2 implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;
- 5.1.3. comply with all applicable laws including but not limited to the Data Protection Legislation in relation to all processing of the Personal Data;
- 5.1.4. not process the Personal Data for any purposes other than the Purposes;
- 5.1.5. not disclose the Personal Data to any third parties other than any Third Party Recipients and ensure that any Third Party Recipients are subject to obligations equivalent to those of the Recipient under this agreement;
- 5.1.6. comply with any other obligations of the Recipient set out in Annex 1;
- 5.1.7. not cause or permit the Personal Data to be transferred outside the European Economic Area without the Disclosing Party's prior written consent; and
- 5.1.8. permit the Disclosing Party (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Recipient's data processing and/or controlling activities and comply with all reasonable requests or directions by the Disclosing Party to enable the Disclosing Party to verify and/or procure that the Recipient is in full compliance with its obligations under this agreement.

5.2 Each party shall only retain the Personal Data for as long as is necessary for the Purposes.

5.3 The provisions of this clause 5 shall survive the termination of this agreement, however arising.

6. Warranty

6.1. The Recipient warrants and undertakes that in carrying out its obligations under this agreement it will not breach the Data Protection Legislation or do or omit to do anything that might cause the Disclosing Party to be in breach of the Data Protection Legislation.

7. Information governance

7.1. Each party shall monitor the Personal Data to ensure that it is accurate and up to date and shall destroy any Personal Data that is inaccurate or out of date.

7.2. The parties shall promptly agree the following details to the extent that these are not covered in this agreement:

- 7.2.1. the prescribed format for datasets (to ensure that compatible datasets are used);
 - 7.2.2. common rules for the retention and deletion of Personal Data; and
 - 7.2.3. common technical and organisational security arrangements including for the transmission of the Personal Data.
- 7.3. The parties shall hold a six monthly review meeting (or such other frequency as may be agreed by the parties in writing) to review the ongoing effectiveness of the data sharing activities under this agreement and agree any appropriate changes to such activities or the agreement.
- 7.4. Where the Disclosing Party reasonably suspects that the Recipient is not in full compliance with its obligations under this agreement, the Disclosing Party may:
- 7.4.1 terminate this agreement with immediate effect; and/or
 - 7.4.2 require the Recipient to attend a meeting between the parties at which the Recipient will be expected to present, and gain acceptance for, a plan to avoid repetition of the failure, which the Recipient shall promptly implement following such meeting.
- 7.5. The parties may include any additional Third Party Recipients within the scope of this agreement, or elect to exclude any Third Party Recipients from receiving any Personal Data, by prior written agreement.

8. Communications

- 8.1. The University shall take overall responsibility for ensuring that the Data Subjects may gain access to the Personal Data in the event of any Subject Access Request.
- 8.2. Where either party receives a Subject Access Request in relation to the Personal Data ("**Request Recipient**"), it shall as soon as reasonably practicable after receipt and in any event within five calendar days of receipt, forward the Subject Access Request to the other party and the other party shall:
- 8.2.1. provide the Request Recipient with a copy of all such information in the form that the Request Recipient requires as soon as practicable and in any event within 10 calendar days (or such other period as the Request Recipient acting reasonably may specify) of the Request Recipient's request; and
 - 8.2.2. provide all necessary assistance as reasonably requested by the Request Recipient to enable the Request Recipient to respond to the Subject Access Request within the time for compliance set out in the Data Protection Legislation.
- 8.3. Where either party receives a complaint or query from any member of the public, that party shall promptly notify the other party and shall deal with the complaint or query without undue delay and shall not do anything that is likely to damage the reputation of the other party

9. Retention of information

- 9.1 The University and the Union will ensure that they hold the personal information in accordance with their relevant Data Retention Schedules which will comply with data protection legislation.

10. Purposes for which the Information may be used

- 10.1 The Union will use the Student Data referred to in clause 2.1 for the purposes set out in Annex 1 only, subject to the conditions outlined in clause 11.
- 10.2 The University will use the Student Data and Staff Data referred to in clause 2.2 for the purposes set out in Annex 1 only, subject to the conditions outlines in clause 11.

11. Conditions for the processing of student personal information

- 11.1 With regard to the use of students' personal data, the Union is to ensure:
- 6.1.1 compliance with the University's Data Protection Policy and Guidelines where appropriate;
 - 6.1.2 compliance with the Data Protection Legislation;
 - 6.1.3 members of Union staff handling student personal information have undertaken appropriate data protection training before processing begins; and
 - 6.1.4 any third party data processor the Union uses has security policies and procedures that ensure compliance with the Data Protection Legislation.

12. Restrictions on the Use of Information

- 12.1. The information provided by the University to the Union shall not be passed to any third party, without the express consent of the individual(s) concerned, except under the following conditions:
- 12.1.1. where the Union has obtained the specific permission from the Academic Registrar on behalf of the University ; and
 - 12.1.2. where the Union provides evidence that it shall ensure that the third party is contractually:
 - a) prohibited from using the data for any other purpose; and
 - b) obliged to comply with the conditions in this agreement.
- 12.2. The information provided by the University to the Union shall not, without the express consent of the individual concerned, be used for the purpose of marketing services provided by organisations or individuals other than the Union. This shall not preclude the Union from including advertising or sponsorship material from third parties within mailings principally sent for the purpose of promoting Union services.
- 12.3 With regard to the use of students' University email addresses for the purposes of marketing, the Union shall ensure that:

12.3.1. The University's Academic Registrar receives a copy of all bulk emails sent to students (other than personal emails) to enable the University to monitor content.

12.3.2. Students are given an option in each mailing to opt out of future mailings.

13. Student Opt Out Rights

13.1 In addition to the opportunity for students to exercise opt out rights as detailed above the following opt out procedures shall be in place:

13.1.1 A student can notify Registry Services that they object to their information being shared with the Students' Union. Once this request has been processed by the Registry Services the student's data will no longer be included in the daily transfer of information. (Students should be made aware that this may restrict their involvement in clubs and societies and the right to vote in Union elections).

13.1.2 Where a student has opted out after an initial transfer of data in which they were included the Union shall ensure that the student's personal information is destroyed and no longer processed with immediate effect on being informed by Registry Services the opt out has been applied.

13.1.3 The Union shall maintain a mechanism for students to opt out of having their personal information being processed by the Union at any time.

13.14 A student who has opted out may opt back in at any time.

14. Review and publication

14.1 This agreement is to be reviewed annually by the Students' Union and the Academic Registrar and will be published on the University and Union websites in each case with a link to the University's student fair processing notice.

Signed:
Kevin Pickess
Academic Registrar,
University of Worcester

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Sophie Williams
Chief Executive,
Worcester Students' Union

Dated:

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Annex 1 - Details of Data Sharing

<p>Personal Data</p>	<p>The University will provide to the Union the following Personal Data in respect of the Data Subjects:</p> <ul style="list-style-type: none"> a) Student Number b) First Name c) Last Name d) Department (if available) e) Course f) Course Level g) Current Status h) Date of Birth i) Gender j) Nationality k) University Email Address l) Academic Representative status m) Student Accommodation Type 	<p>The Union will provide to the University the following Personal Data in respect of the Data Subjects:</p> <p><u>Students</u></p> <ul style="list-style-type: none"> a) Student number b) First Name c) Last Name d) Society or Sports Club Membership status e) Volunteering status f) Academic Representative status <p><u>Students' Union Staff</u></p> <ul style="list-style-type: none"> g) Full Name h) Date of Birth i) Address j) Email Address k) Telephone Number l) Emergency contact details <ul style="list-style-type: none"> - Name of Contact - Address of Contact - Telephone number of contact
<p>Data Subjects</p>	<p>Registered students (who have not opted out of data sharing in accordance with clause 13)</p>	<p>Registered students (who have not opted out of the data sharing in accordance with clause 13) and</p> <p>Students' Union staff</p>

Processing Purposes	<p>The Union will use this information for the following purposes only, subject to the conditions outlined in clause 11:</p> <ul style="list-style-type: none"> a) Administration of Union elections b) Administration of Union clubs, societies and volunteering c) Administer online shop and ticket sales d) To allow email communication between the Union and its members e) To allow email communication between its Clubs' and Societies' members and volunteers f) To allow email communication between the Union and academic representatives g) Administration of Student case files 	<p>The University will use this information for the following purposes only, subject to the conditions outlined in clause 11:</p> <ul style="list-style-type: none"> a) To record the student's engagement with societies and sports clubs b) To record the student's volunteering activity c) To allow communication with the Academic Representatives as part of the University's internal representation and committee process d) To all the University's HR department to provide appropriate support to the Students' Union in relation to the employment of their staff.
Third Party Recipients	<p>The Recipient is authorised to disclose the Personal Data in respect of any Data Subject to:</p> <ul style="list-style-type: none"> • the Data Subject; • any regulatory bodies; 	
Key members of staff at the University	<p>Pro Vice Chancellor Students, Ross Renton</p> <p>Academic Registrar, Kevin Pickess</p> <p>Deputy Head of HR, Hilary Woodward</p> <p>Head of Information Assurance, Helen Johnstone</p>	
Key members of staff at the Union	<p>Chief Executive, Sophie Williams</p> <p>Student Engagement Manager, Tim Hewes-Belton</p> <p>Marketing and Communications Co-ordinator, Clement Servini</p>	