|  |  |  |
| --- | --- | --- |
| Version: | 4.4 |  |
| Policy owner: | Data Protection Officer |
| Effective date: | 09/02/2024 |
| Review date: | 09/02/2025 |

DATA SHARING AGREEMENT BETWEEN UNIVERSITY OF CHICHESTER AND UNIVERSITY OF CHICHESTER STUDENTS’ UNION

#### Overview

##### This data sharing agreement is governed by, and drafted to achieve compliance with, the requirements of applicable Data Protection Legislation.

##### **Data Protection Legislation** as referred to in this document means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and the guidance and codes of practice issued by the Information Commissioner or any relevant data protection or supervisory authority and applicable to a party.

##### Controller, Processor, Data Subject, Personal Data, Special Categories of Personal Data, Processing and "appropriate technical and organisational measures" shall have the meanings given to them in Data Protection Legislation.

##### The following agreement governs the provision of applicants (who are “Unconditional Firm” (UF)) and registered students’ personal data by University of Chichester (“UC”) to University of Chichester Students’ Union (“UCSU”) and identifies the purposes for which that data may be used.

##### Responsibilities for compliance with this agreement are as follows:

###### UC: Vice-Chancellor’s Group

###### UCSU: Students’ Union Trustee Board

#### Agreed purpose

2.1 The provision of services by the parties, viewed as important elements of the student experience requires certain transfers of personal data from the University to UCSU, in order to allow for the running of the UCSU; provide services; identify those who are entitled to access the services; to ensure their safety; and to enable a joined-up approach to student support. In certain circumstances, transfers of data to a third-party provider are also required to facilitate provision, e.g., to the third-party provider of the UCSU website to enable authentication.

#### How students’ personal data will be used by UCSU

##### General membership administration including website single sign-on

##### Administration of elections

##### Administration of UCSU clubs and societies

##### Administration of student representation on UC committees, panels, boards and other representative bodies

##### Generation of demographic reports

##### Verification of students’ identity

##### To allow email communications between UCSU and its members

##### To allow email communication between its clubs and societies members

##### To allow UCSU to understand and mitigate risks where possible in relation to student participation in SU events, trips and activities.

##### To ensure the health, safety and wellbeing of students including issues pertaining to Safeguarding. In this context personal data may be shared between the UCSU and the University where this is in connection with an emergency, serious health or welfare issue (including Safeguarding), sexual assault, sexual misconduct, bullying and harassment, or in relation to the prevention or detection of crime.

#### Information to be shared

##### UC will provide UCSU with the following registered student data, or subset of this data, from its student information database:

###### Student ID numbers

###### First names

###### Last names

###### “Known as” name

###### Title

###### Date of birth

###### Gender

###### UC email address

###### Network account (facilitates access to UCSU website)

###### Programme of study

###### Mode of study

###### Expected course end date

###### Location of study

###### Year of study

###### Mode of attendance

###### Student card number (currently MiFare)

##### 4.2 UC will provide UCSU with the following information for undergraduate applicants from its applicant information database who are “Unconditional Firm” (UF):

4.2.1. First name

4.2.2. Surname

4.2.3. Date of birth

4.2.4. Unique Identifier or Applicant ID (which once registered becomes their Student ID).

In addition to the above Admissions provide the following information to UCSU:

4.2.5. Personal email address

##### Other personal data will be shared as follows:

###### CCTV footage or bodycam images but only where this relates to safety, security or detection and prevention of crime.

###### Student Support Care Plans, Field Trip Assessments and Student Additional Requirements Agreement (SARA) forms may be shared but only where appropriate.

###### Incident logs maintained by UC and UCSU contracted Security Staff.

###### Between Student Support and Wellbeing, Conference & Accommodation, Support and Information Zone and UCSU in connection with 3.10 above.

##### Special categories of personal data may be transferred between UCSU and UC but only as specifically referenced in 3.9, 3.10 and 4.3 above.

##### UC will provide data and will exclude the following students:

###### Partnership students studying wholly or mainly (that is for more than half their time) at a partner institution where they are not our contracted student numbers.

###### Research students at the writing up stage.

###### Students studying outside the UK.

###### Non-UK based distance learning students.

###### “Opt-outs” (see sections 9 and 11 below)

#### Information Provision

##### Student information from the Student Information Database (SITS) as set out in paras 4.1 will be provided to UCSU or their contractually appointed agents (e.g. Data Processors – currently Membership Solutions Limited (MSL) provide the UCSU with membership services, website and door entry system) securely by Corporate & eLearning Systems via an automated feed every night that ensures that mailing lists remain up-to-date. UC will transfer up-to-date information and the details of any student who has opted out of membership of UCSU will not be included.

##### Student information from the Student Information Database (SITS) as set out in paras 4.2 will be provided to UCSU or their contractually appointed agents (e.g. Data Processors) securely by Admissions.

##### Where data has been entered directly to the UCSU website there will be an end-of-year review of data to ensure that it is accurate. This applies to such data as e.g. Student Academic Representatives, membership of a given Club or Society etc. All memberships are deleted via an annual automated process within the MSL website.

##### UC Admissions, Academic Registry and Planning will provide additional, ad hoc student information on request and by agreement with UCSU, taking into account the operational requirements of UCSU and UC.

##### Where a student informs UCSU of a change to any of their personal data held on SITS, UCSU shall inform the student of how to update this change within UC procedures.

##### An agreed list of UCSU staff will be given up to Level 4 (applies to roles with a remit, which includes contacting students) access to the student portal (ChiView). This list will be reviewed annually to ensure it remains current, by USCU and any changes notified to UC.

#### Personal Data Breaches and reporting procedures

##### 6.1. Both UC and UCSU will ensure that all personal data shared under this agreement will be kept secure and protected against unauthorised access, use or disclosure. In particular, information about identifiable students will only be made accessible to Data Protection trained UCSU staff members who necessarily need access to that information for the purposes specified in this agreement. If UCSU becomes aware of any potential data breach of security which involves data supplied by UC, it must be raised with UC immediately and in any event within 48 hours, to enable the parties to consider what action is required in order to resolve the issue in accordance with Data Protection Legislation.

##### 6.2. The parties shall each comply with their obligation to report a Personal Data Breach to the appropriate Supervisory Authority and (where applicable) data subjects under the Data Protection Legislation.

##### 6.3. The parties shall provide reasonable assistance to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

#### Security

##### 7.1. The parties undertake to have in place appropriate technical and organisational security measures a) to prevent unauthorised or unlawful processing of the Shared Personal Data; and the accidental loss or destruction of, or damage to, the Shared Personal Data; and b) to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and the nature of the Shared Personal Data to be protected.

##### 7.2. Only UCSU trained staff will have direct access to personal information and UCSU approved and trained third party contractors such as security staff may be provided with personal information as required in connection with paras 2.6, 3.10 and 4.3.

##### 7.3. Members of UCSU staff handling student personal information have undertaken UC’s on-line Data Protection course as part of UC’s staff development programme. Any data processor UCSU uses has security policies and procedures that ensure compliance with the requirements of Data Protection Legislation.

#### Lawful bases and Special Category Conditions for processing

##### The parties shall share the Shared Personal Data on the following lawful bases:

###### for the performance of a contract with the data subject (i.e., the contract between the University and the student) or to take steps to enter into a contract (i.e., when dealing with potential applicants);

###### for compliance with a legal obligation, that legal obligation being the requirement placed upon the University by the Education Act 1994 s22, to “take such steps as are reasonably practicable to secure that any students’ union for students at the establishment operates in a fair and democratic manner and is accountable for its finances”;

###### for the purposes of the legitimate interests of the parties or by a third party, unless there is good reason to protect the individual’s personal data which overrides those legitimate interests.

Should any of the above be found to be in error, the University will seek the consent of students to the transfer of data to UCSU and proceed on that basis.

8.2. In addition to the above, there are circumstances where special category data may need to be disclosed between the University and UCSU but this will only take place where a further condition for processing special category data has been identified. Such conditions may be the explicit consent of the data subject or protecting the vital interests of the data subject or of another natural person where the data subject is physically or legally incapable of giving consent.

#### Restriction on the use of information

##### The information provided by UC to UCSU shall not be passed to any third party (data processors excluded) without the express consent of the individual(s) concerned, except where UCSU has obtained the written permission from the Data Protection Officer or Deputy Vice-Chancellor.

##### Should student personal data be released to a data processor to host UCSU’s website, UCSU shall ensure that the data processor is contractually:

###### Restricted from using the data for any other purposes other than those UCSU purposes set out in para 4 above.

###### Obliged to comply with para 7 above.

##### The information provided by UC to UCSU shall not, without the express consent of the individual concerned, be used for the purpose of marketing products or services of external organisations or individuals other than UCSU.

##### Students are given the option by UCSU in each direct mailing from the UCSU systems to opt out of receiving future mailings and may do so at any future point by contacting UCSU and requesting to be removed from the electronic marketing system.

##### Information sent to students relates directly to the operational activities of UCSU or to products and services provided by UCSU which are of genuine benefit to students.

##### Notwithstanding para 8 below, designated UCSU staff are permitted to send emails to students via the University’s generic “AllStudent” email specifically and only in relation to emergencies, student elections or health and safety.

#### Data subjects’ rights

##### The parties each agree to provide such assistance as is reasonably required to enable the other party to comply with requests from students to exercise their rights under the Data Protection Legislation within the time limits imposed by Data Protection Legislation.

##### The parties each agree to provide such assistance as is reasonably required to enable the other party to deal with the complaints or queries from members of the public.

#### Student opt-out rights

##### The following opt-out procedures shall be in place:

###### In relation to para 5.1: If a student notifies UCSU that they do not wish to be a member of UCSU, the University’s Corporate & eLearning Systems team will be instructed by UCSU not to include the student’s personal information in the overnight transfer of information process.

###### In relation to para 9.2:

* + - 1. Where a student has opted out of data sharing, UCSU (or any data processors working on behalf of UCSU) shall ensure that their personal information is destroyed and no longer processed immediately on being informed by the student.
      2. UCSU shall maintain a mechanism for students to opt out of receiving marketing information but remain on the Membership database for purposes connected with paras 3.2 and 3.10 above.

#### Retention of information

##### Personal data must only be kept for the length of time necessary to perform the processing for which it was collected. This applies to both electronic and non-electronic personal data. UCSU will ensure that retention policies are adopted to ensure that the student personal data specified in this agreement is destroyed once no longer needed. In most circumstances personal data will only be retained for the duration of membership of UCSU, i.e. once a student is de-registered, completes a course of study or after graduation as appropriate USCU will destroy all data held.

##### Non- current system student data will be deleted on an annual house-keeping basis with the exception of University student ID number and transactional data, which will be retained in accordance with Financial Regulations.

#### Review and publication

##### The operation of this agreement will be reviewed annually by the UC Data Protection Officer and the UCSU General Manager. If no changes are required, re-confirmation may be by email from the UCSU General Manager and the UC Data Protection Officer to the Vice-Chancellor’s Group (VCG) and the UCSU Trustee Board. It may also be reviewed at other times if it is necessary to add a new type of data processing to the agreement or to make other urgent changes and on these occasions, approval by VCG and the UCSU Trustee Board will be required.

##### This agreement will be published on the UC and UCSU websites and a link will be included in the University’s Privacy Statement: Alumni, Applicants and Students.

#### Indemnity

##### Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the indemnifying party’s breach of any of clauses 3, 4.3, 4.4, 7, 8, 9.1, 9.2, 9.3, or 12 of this agreement.

##### This indemnity shall not cover the indemnified party to the extent that a claim under it results from that party's negligence or wilful misconduct.

##### Nothing in this clause 14 shall restrict or limit either party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

**Related policies can be viewed on the University’s website or via this link:** [**https://www.chi.ac.uk/about-us/policies-and-statements**](https://www.chi.ac.uk/about-us/policies-and-statements)

* **Privacy Standard**
* **Electronic Information Security Policy**
* **Under-18s Policy**
* **Safeguarding and Prevent Duty Policy**