

Data Sharing Agreement

1. Introduction

- 1.1. This document governs the provision of students' personal information by University of Brighton (the University) to University of Brighton Students' Union including its trading subsidiary (the Union) and explains the purpose for which that information may be used.
- 1.2. Each party has a notification as a data controller with the ICO
- 1.3. Each party is responsible for its own compliance under the General Data Protection Regulations. The University collects the personal data and it will be shared with the Union as appropriate. The University notifies students via its [Privacy Notice](#) that the Union is one of a number of third parties that the University will pass student personal data to, where there is a legitimate reason.

2. Definitions

- "Data Controller" - an organisation that determines the purposes and the means by which personal data is used. In this instance the Data Controllers are both the University and the Union.
- Academic Year: shall mean 1 September to 31 August inclusive.
- Agreed Purposes: shall mean those purposes set out in Section 3 of this Agreement.
- Business Days: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business or a University closure day.
- Data Discloser: the Party transferring the Personal Data to the Data Receiver.
- Data Protection Authority: the relevant data protection authority in the territories where the Parties to this Agreement are established, here the Information Commissioner's Office (ICO).
- Data Receiver: The Party receiving the Personal Data from the Data Discloser.
- Data Security Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.
- DPA: The Data Protection Act 2018/General Data Protection Regulation (2016/679) (GDPR), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) (as amended) and all applicable laws and regulations relating to the processing of the Personal Data and privacy, including where applicable the guidance and codes of practice issued by the UK Information Commissioner or any other national data protection authority, and the equivalent of any of the foregoing in any relevant jurisdiction.
- Shared Personal Data: the Personal Data and Sensitive Personal Data/Special Category Data to be shared between the Parties under Section 4 of this agreement.
- Students: shall mean students registered at the University on a University course resulting in qualification.
- Subject Access Request: has the same meaning as "Right of access to personal data" in section 7 of the DPA.
- Term: shall mean for the period of 1 Academic Year
- Data Controller, Data Processor, Data Subject and Personal Data, Sensitive Personal Data, Special Category Data, processing, Right to Object and appropriate technical and organisational measures shall have the meanings given to them in the DPA and the GDPR.

3. How students' personal information will be used by the Union

- 3.1. The Union will use the personal information for the following purposes only:

- 3.1.1. Administration of elections to support the efficient and effective engagement of all eligible Students in the democratic functions of BSU and verification of Student' identity and eligibility;
- 3.1.2. Administration of student representation on University committees, panels or other representative bodies
- 3.1.3. To allow communication between the Union and its members via post, email, SMS and telephone
- 3.1.4. Administration of Union societies, groups and volunteers
- 3.1.5. Ticket sales and society or group memberships
- 3.1.6. Reporting purposes including demographic reporting, participation and interaction monitoring across Union services and outlets
- 3.1.7. To help facilitate Single Sign On and use of its website
- 3.1.8. To allow other forms of communication between the Union and its members that have opted to receive these
- 3.1.9. Administration of events and activities
- 3.1.10. to support any investigations, or matters pertaining to, student safety, wellbeing, safeguarding or the prevention or detection of crime in order to ensure a secure and safe environment for students, staff and visitors;

4. Information to be shared

4.1. The University will provide the Union with the following information for enrolled students

- 4.1.1. Student registration number
- 4.1.2. First names
- 4.1.3. Last names
- 4.1.4. Mode of attendance (full time/part time)
- 4.1.5. Course name
- 4.1.6. Year of study
- 4.1.7. Level of study
- 4.1.8. Campus
- 4.1.9. School
- 4.1.10. Department
- 4.1.11. The students' university email address
- 4.1.12. Fee status (Home/EU/International)
- 4.1.13. Mobile telephone number
- 4.1.14. Term-time address
- 4.1.15. Home address country
- 4.1.16. User name (to facilitate single sign on)
- 4.1.17. Expected course end date
- 4.1.18. Date of birth
- 4.1.19. Gender

- 4.2. No sensitive personal data will be transferred between the University and the Union. Sensitive personal data shall have the same meanings set out in the DPA.
- 4.3. The data will be supplied to Membership Services Limited, the nominated data processor for the Union.
- 4.4. The Union will have in place contracts and procedures so that any third party it authorises to have access to the personal data, including its nominated processors, will ensure processing is consistent with this Agreement, and that any processing that takes place will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the Union, including any data processor, shall be obliged to process the data only on instructions from the Union, unless otherwise allowed by law. The Data Processors should be named on any data privacy notices.

- 4.5. The Union will make any such contracts agreements and procedures available to the University upon reasonable request.
- 4.6. If the University finds that any agreements and procedures in place do not meet the requirements of the law, any data transfers from the University to the Union will be subject to review and may be terminated.
- 4.7. Additionally, upon the reasonable request of the University, the Union will submit its data processing, files and documentation needed for processing to review, auditing or similar procedures by the University or any independent or impartial agents or auditors selected by the University and not reasonably objected to by the Union, to ascertain compliance with this agreement. Again, non-compliance with this agreement may mean the termination of the agreement.

5. One-Off request for pre-enrolled students

- 5.1. The University will provide the Union with a list of pre-enrolled student names and home addresses in August for the sole purpose of mailing a welcome pack to each new student.
- 5.2. The list may be shared with an agreed 3rd party mailing agency.
- 5.3. This list will be deleted once the mailshot has been administered.

6. Information provision

- 6.1. Student information will be provided by the University to Union by a secure means. The University will transfer up-to-date information at the time of transfer and ensure the details of any students who opt out of the data sharing agreement are not included.
- 6.2. The University will transfer data daily.
- 6.3. Students will be able to access the Union website through a Single Sign On provider.
- 6.4. For the purposes of Agreed Purpose as listed in section 3 of this Agreement, the following types of anonymised data may be shared between the Parties during the Term: statistical information, reports, summaries and that used for the purposes of assessing, reviewing, and implementing University plans, projects or initiatives which may include data that, particularly in the case of very small datasets, could reveal Personal Data (as listed in clause 4.1) and Sensitive Personal Data/Special Category Data relating to ethnicity, disability and/ or physical and mental health status for both prospective, current and past students.
- 6.5. In respect of clause 6.4, the University will, as far as is reasonably practical, anonymise or pseudoanonymise all Personal Data contained in statistics, reports and summaries to minimise the amount of Personal Data shared. Clause 6.4 of this Agreement exists to ensure that, where a residual risk remains of Data Subjects being identifiable from the data shared, that BSU handle this in the strictest confidence and in compliance with the DPA and GDPR and the terms of this Agreement
- 6.6. In respect of clause 6.4, the University will only provide Personal Data of Students. For the avoidance of doubt, any Personal Data relating to the following students shall be excluded: students who have left the University, withdrawn or deceased; students studying outside the UK, where the University reasonably believes that that national laws of the relevant country (i.e. the country in which the student is studying a University course) do not permit its citizens to be a member of a union; any individual student who has indicated to the University that they object to their data being provided to BSU (including those that wish to be excluded temporarily)
- 6.7. The Students' Union to take technical measures to ensure that data sources are updated correctly to reflect students who not appear on the daily feed.
- 6.8. Key contacts from the University and the Union will cooperate with each other in good faith and in a timely manner to any personal data enquiries.
- 6.9. The contact point at the University of Brighton for any enquiries concerning the processing of personal information is Rachel Page, Head of Data Compliance and Records Management, dataprotection@brighton.ac.uk

6.10. The contact point at the University of Brighton Students' Union for any enquiries concerning the processing of personal information is the CEO I.greenwood-pearsons@brighton.ac.uk

7. Conditions for the processing of student personal information

- 7.1. The Data Discloser shall be responsible for the security of transmission of any Shared Personal Data in transmission to the Data Receiver by using appropriate technical methods.
- 7.2. The Parties shall not process Shared Personal Data in a way that is incompatible with the Agreed Purposes.
- 7.3. The Data Discloser shall ensure that Shared Personal Data is accurate. Where either Party becomes aware of inaccuracies in Shared Personal Data, they will notify the other Party.
- 7.4. The Union will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and which provide a level of security appropriate to the risk represented by the processing and nature of the data to be protected. (See, [Brighton Student Union Data Protection Policy](#))
- 7.5. BSU use of University systems is governed by the [IT Regulations](#)
- 7.6. With regard to the use of student's personal information, the Union will ensure:
 - 7.6.1. Compliance with the University's Data Protection Policy and Guidelines where appropriate;
 - 7.6.2. Compliance with data protection principles in the Data Protection Act 2018 generally;
 - 7.6.3. Members of Union staff handling student personal information have undertaken appropriate data protection training before processing begins.
 - 7.6.4. Any data processor BSU uses has security policies and procedures that ensure compliance with the Data Protection Act 2018
 - 7.6.5. Compliance with General Data Protection Regulations 2018.

8. Restrictions on the use of information

- 8.1. 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. The University takes no responsibility for obtaining consent for the purposes of sending marketing communications.
- 8.2. As a Data Controller, BSU remain responsible for ensuring that all uses of the Shared Personal Data are in compliance with all applicable Data Protection and Privacy laws and regulations.
- 8.3. Students are given an option by the Union in each mailing to opt out of future mailings from that list.
- 8.4. Students can log into their Union dashboard and edit their email notifications and control their mailing preferences at anytime.
- 8.5. Information sent to students directly will only relate to the operational activities of the Union or to the products and services provided or approved by the Union which are of genuine benefit to students.
- 8.6. With respect to surveys:
 - i. The purpose of any survey, market or social research using BSU student contact data will be restricted to informing improvements to the student experience and/or student outcomes.
 - ii. BSU will ensure that any research or surveys are conducted with the principle of voluntary informed consent of the student.
 - iii. BSU will also ensure that any research or surveys adhere to high ethical standards, including:
 1. Being transparent as to the subject and purpose of data collection;
 2. Respecting the confidentiality of information collected;
 3. Ensuring that participants are not harmed or adversely affected; and
 4. Respecting the rights and well-being of all individuals involved.
 - iv. Any planned surveys or research work with groups of more than 100 students should be coordinated with the Evaluation and Policy Team to help reduce survey fatigue and ensure response rates to our statutory or institutional surveys (e.g. NSS, BSS) are maintained.

- v. Surveys or research with groups of more than 100 students using student contact data should not be undertaken in the period January-April without the express permission of the Evaluation and Policy Team

9. Student opt out rights

- 9.1. If a student notifies the University that they object to their information being shared with the Union then their personal information will no longer be included in the transfer of information.
- 9.2. Where a student opts out of the Union (or any data processors working on behalf of the Union) the Union will ensure that their personal identifying information is destroyed in line with their retention period (See, [Brighton Student Union Data Protection Policy](#))
- 9.3. The Union will maintain and advertise a mechanism for students to opt out of having their personal information being processed by the Union at any time.

10. Retention of information

- 10.1. The Union will ensure that it adheres to its own records retention policies for student personal information.

11. Data Subject Rights

- 11.1. Data Subjects have the right to obtain certain information about the processing of their Personal Data through a Subject Access Request. Data Subjects may also request rectification, erasure or blocking of their Personal Data.
- 11.2. The Parties shall maintain a record of Subject Access Requests, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.
- 11.3. The Parties agree that the responsibility for complying with a Subject Access Request falls to Party receiving the Subject Access Request in respect of the Personal Data held by that Party.
- 11.4. The Parties agree to provide reasonable and prompt assistance (within 5 Business Days of such a request for assistance) as is necessary to each other to enable them to comply with Subject Access Requests and to respond to any other queries or complaints from Data Subjects.

12. Data Security Breaches and reporting procedures

- 12.1. The Parties are under a strict obligation to notify any potential or actual losses of the Shared Personal Data to the other Party as soon as possible and, in any event, within 1 Business Day of identification of any potential or actual loss to enable the Parties to consider what action is required in order to resolve the issue in accordance with the applicable national data protection laws and guidance.
 - 12.1.1. Clause 11.1 also applies to any breaches of security which may compromise the security of the Shared Personal Data.
 - 12.1.2. The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Data Security Breach in an expeditious and compliant manner.

13. Resolution of disputes

- 13.1. In the event of a dispute or claim brought by a data subject or the Information Commissioner's Office concerning the processing of the personal data against either or both parties, both the University of Brighton and the Union will inform each other about any such dispute or claims, and will co-operate if required with a view to settling them amicably in a timely fashion.
- 13.2. This data sharing agreement is governed by UK law.

14. Liability

- 14.1. Each party shall be liable to the other parties for damages it causes by any breach of this agreement. Liability is limited to actual damage suffered.
- 14.2. Each party, the University of Brighton and the Union, shall be liable to data subjects for damages it causes by any breach of third party rights under this agreement. This does not affect the liability of either party in relation to data protection laws.

15. Termination

- 15.1. If the University decides, by reasonable means, i.e. by a documented reviews, or in the face of a catastrophic data loss/breach/unauthorised disclosure by the Union or its processors, that this agreement should be terminated as from an agreed date or with immediate effect, the following should apply:
- 15.2. In the event of termination of this agreement, the Union must return all personal data related to this agreement to the University or, at the University's choice, will destroy all copies of the same and certify to the fact the University that it has done so, unless the Union is prevented from doing so by law or regulation. In which case the Union will ensure any retained data is kept confidential and will not be actively processed for any purpose. The Union agrees that, if requested by the University, it will allow the University or an inspection agent of its choice, access to verify that this has been done.

16. Review and publication

- 16.1. This agreement is to be reviewed annually by the Students' Union and the Registrar and Secretary of the University of Brighton.
- 16.2. This agreement will be published on the University and the Union websites.



Stephen Dudderidge
Registrar and Secretary
University of Brighton

Date: 10-10-18



Laura Greenwood-Pearsons
Chief Executive
University of Brighton Students' Union

Date: 25/9/18