**London South Bank University and London South Bank University Student Union**

[May, 2018]

#### **Data Sharing Agreement**

1. Overview
2. Personal data to be shared by the University with the Union
3. Personal data provision to the Union
4. Purposes for which personal data will be used by the Union
5. Conditions for processing personal data by the Union
6. Restrictions on the use of personal data by the Union
7. Student opt out rights
8. Retention of personal data
9. Individual’s rights and subject access requests
10. Sharing of personal data by the Union with the University
11. Breach of the agreement
12. Review and Publication
13. Resolution of disputes with data subjects or the Information Commissioner’s Office
14. Contact

Appendix 1 - Data fields shared and their purpose

##### **1. Overview**

##### 1.1. The following agreement governs sharing of students’ personal data between London South Bank University (“the University”) and London South Bank University Students’ Union (“the Union”) and identifies the purposes for which that data may be used.

1.2 In this agreement ‘personal data’, ‘special category data’, ‘data controller’, ‘data processor’ are defined in the same way as in the Data Protection Act 2018 (the DPA), and the General Data Protection Regulation (GDPR).

1.3 The University and the Union are individually registered as data controllers with the ICO (www.ico.org.uk). The Union is a separate legal entity from the University and governs clubs and societies as well as other student activity. Each entity is separately responsible for processing of personal data for the purposes defined in clause 4 of this agreement.

1.4 This agreement governs the sharing of personal data provided to the University with the Union; and the sharing of personal data provided to the Union with the University.

##### **2. Personal data to be shared by the University with the Union**

2.1. The University will provide the Union with the personal data as specified in Appendix 1 on a daily basis, this personal data is shared on the basis of The Union’s legitimate interests for the purposes indicated in 4.1.

2.2. Other personal data may be provided on an ad-hoc basis where it can be appropriately anonymised. Such data transfer shall be approved by the ‘Pro Vice Chancellor: Education and Student Experience’ or their nominee.

2.3. The Union’s access to students’ personal data will be limited to the Union’s employees that form part of the Union’s Senior Management Group or their nominee.

2.5. The University will only share personal & special category data for current enrolled and interrupted students of all programme levels.

##### **3. Personal Data provision to the Union**

3.1 Student personal data will usually be provided daily by the Registry via a secure electronic transfer. The transfer will ensure that the Union will hold the most up-to-date data and ensure that the personal data of any student who opts out of this agreement are not included, unless said student has undertaken a financial transaction with the Union in which case the Union’s normal financial regulations regarding data will apply.3.2 New Students. The University will provide the Union with details of all students, of all programme levels, who are to be commencing studies at the University prior to their arrival and post enrolment.

3.3 Data accuracy. Any changes to the shared student personal data will be updated in the daily transfer of data as stated in clause 3.1.

##### **4. Purposes for which personal data will be used by the Union**

4.1 The Union will process students’ personal data for the following purposes only, subject to the restrictions outlined in paragraph 6 hereof:

4.1.1 Administration of elections

4.1.2 Administration of the Union’s clubs, societies and volunteering activities.

4.1.3. Administration of student representation on the University committees, panels, boards and other representative bodies.

4.1.4 Generation of demographic reports

4.1.5 Verification of students’ identity

4.1.6 Club and society membership and ticket sales

4.1.7 To facilitate communication between the Union and its members

4.1.8 To facilitate communication between clubs’ and societies’ members

##### **5. Conditions for processing personal data by the Union**

5.1 With regard to the use of students’ personal data, the Union shall:

5.1.1 Comply with the University’s Data Protection Policy and Student Records Retention Schedule

5.1.2 Comply with the data protection principles as defined in the DPA and the GDPR

5.1.3 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 accessible to the Union’s Senior Management Team or their nominee

5.1.4. Ensure that all individuals handling student personal data are fully aware of the GDPR and the DPA and its principles, before processing begins.

5.2 The Union will ensure that Membership Solutions Limited (MSL) will act as a data processor on behalf of the Union to obtain student personal data directly from the University. A legally binding agreement will be in place between the Union and MSL. The personal data will be provided in secure electronic transfer in an HTTPS encrypted form to MSL. The Union will notify the University of any change of the data processor immediately.

5.2.1. MSL maintains a storage bucket on Amazon S3 used as a staging area for data uploads. The University will upload the data file on a regular basis as an automated transfer via a HTTPS call.

5.2.2 The storage bucket is locked to Amazon’s EU data region and is set up with ‘at rest’ encryption.

5.2.3 The University and Union have a dedicated Amazon access / secret key pair (IAM key) which only allows both parties to read and write access to the specific file object.

5.3 The Union will ensure that MSL and any other data processor that the Union uses have security policies and procedures that ensure compliance with Article 32 of the GDPR.

5.4 Any data breach that occurs as a direct result of action by the Union, or third parties acting on their behalf, shall result in the Union being liable in law for any consequences of such a breach as a data controller.

##### **6. Restrictions on the use of data by the Union**

6.1. The personal data provided by the University to the Union shall not be passed to any third party without the express consent of the individual(s) concerned. Where the personal data is released to MSL who operates and hosts the Union website as a data processor, or any other subsequently approved data processor used by the Union, the Union shall ensure that the data processor is contractually:

6.1.1 Prohibited from using the personal data for any other purpose to those stated in clause 4 hereof

6.1.2 Obliged to comply with the conditions in paragraph 5 hereof.

6.2. The personal data provided by the University to the Union shall not, without the express consent of the individual concerned, be used for the purpose of marketing or promotional services provided by organisations or individuals other than the Union.

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

6.4 The Union will use Students’ University email address only unless a student has confirmed at enrolment that they agree to be contacted using their private email address as well.

6.5 Students are given an option by the Union in each mailing to opt out of future mailings.

6.6. All Union member emails will be sent out sparingly and on average not more than two a week.

6.7. Club emails are not included in clause 6.6. It is the responsibility of the Union to ensure that clubs and societies are using their members’ personal data, including email, in an appropriate way.

##### **7. Student Opt Out Rights**

7.1 The following opt out procedures shall be in place:

7.1.1 If a student notifies the University and / or the Union that they object to their personal data being shared with the Union then their personal data will no longer be included in the daily transfer of data

7.1.2. Once a student opts out, including an opt-out after the initial transfer of data in which they were included, the Union, or any data processor working on behalf of the Union, shall ensure without delay that their personal data is destroyed and no longer processed

7.1.3. The Union shall maintain a readily accessible and easy-to-use mechanism for students to opt out of having their personal data processed by the Union at any time.

7.2 The University shall at the beginning of each Semester, inform the Union of the number of students who have opted out of Union membership, through the enrolment process.

**8. Retention of personal data**

8.1 Personal data must only be kept for the length of time necessary to perform the processing for which it was collected specified in clause 4 of this agreement. The Union shall ensure that it adheres to the University’s record retention schedule and disposal policies for any shared student personal data.

**9. Individual’s rights and subject access requests**

9.1 The GDPR and the DPA provides specific rights to individuals, including the right of subject access to personal data held about them.

9.2 Requests to exercise data protection rights for data held by the University should be made in writing to the Data Protection & Information Compliance Officer at the further information can be found here <http://www.lsbu.ac.uk/footer/privacy>.

9.3 Requests to exercise data protection rights for data held by the Students’ Union should be made in writing to the Chief Executive of London South Bank University Students’ Union, via the online form that can be found at [www.lsbsu.org/data-protection](http://www.lsbsu.org/data-protection) and will be processed in line with the procedure outlined on the website.

**10. Sharing of data by the Union with the University**

10.1 The University Pro Vice Chancellor, Education and Student Experience or their nominee can request from the Union anonymised and aggregated data that will assist in the provision and enhancement of the University services and operations.

**11. Breach of the agreement**

11.1 The parties to this agreement have in place their own guidance that must be followed in the event of a data breach.

11.2 The University and the Union are under a strict obligation to notify any potential or actual losses of the shared personal data to each other as soon as possible and, in any event, within one working 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 DPA.

11.3 Clause 11.2 also applies to any breaches of security which may compromise the security of the shared personal data.

11.4 The University and the Union 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.

11.5 Any transfers of personal data outlined above may be stopped if there is any material breach of this agreement and either party may require that any personal data that has been transferred shall be deleted.

**12. Review and publication**

12.1 This agreement shall be reviewed annually by the University and the Union between 1 June and 31 July. If no changes are required, reconfirmation may be by email. It may also be reviewed at other times when necessary if urgent changes are required or new purposes of data processing have been defined.

**13. Resolution of disputes with students or the Information Commissioner**

13.1 In the event of a dispute or claim brought by a student or the Information Commissioner concerning the processing of shared personal data against either or both parties to this agreement, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.

13.2 The University and the Union agree to respond to any generally available non-binding mediation procedure initiated by a student or by the Information Commissioner. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means).

**14. Contact**

14. Any questions about this agreement should be directed to the Union’s Chief Executive on data-protection@lsbsu.org or on 0207 815 6060 and the University’s Data Protection & Information Compliance Officer at [dpa@lsbu.ac.uk](mailto:dpa@lsbu.ac.uk) or on 0207 815 6086.

Signed on behalf of London South Bank University

--------------------------

Date:

Signed on behalf of the London South Bank Students’ Union

---------------------------

Date:

**Appendix 1** **- Data fields shared between LSBU and the SU and their purpose**

The following data will be received by the Students’ Union from the University in its regular secure data transfer. This table identifies within the ‘purpose’ column the regular usages of this data.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Field Name** | **Description** | **Purpose (non-exhaustive)** |  |  |
| STUDENT\_ID | Student ID | Unique student identifier.  Allows ‘data match’ back to University registry. | BENCHMARK UNION ACTIVITY AGAINST UNIVERSITY ENGAGEMENT/METRICS | BENCHMARK UNION ACTIVITY AGAINST UK WIDE ENGAGEMENT/METRICS |
| INT\_EMAIL | LSBU Email | Default login email address to access the SU website.  Communications with students. |
| EXT\_EMAIL | Personal Email | Communications with students, where LSBU email may not be the most appropriate to use. Membership notices i.e. key democratic notices about their rights as members. |
| TITLE | Title | Bespoke salutation. |
| FORENAME | Forename | Bespoke/tailored communication.  Back up process to identifying students in the data set. |
| MIDDLENAME | Middle name | Bespoke/tailored communication.  Back up process to identifying students in the data set. |
| SURNAME | Surname | Bespoke/tailored communication.  Back up process to identifying students in the data set. |
| BIRTH\_DT | Date of Birth | Identification of students as minors.  Identification of mature entrants eligible to take part in elections of the Mature Student Officer post.  Demographic data analysis.  Matching University file with accounts created on our membership system. |
| AGE\_ON\_ENTRY | Age on Entry | Identification of mature entrants eligible to take part in elections of the Mature Student Officer post.  Communications with ‘mature students’ cohort. |
| GENDER |  | Demographic data analysis.  Identification of female entrants eligible for elections of the Women’s Officer post. |
| FEE\_STATUS |  | Identification of fee domicile such as UK/EU/Oversees for the purpose of communicating specific advice and information for those cohorts.  Communicating the programme of enrichment and induction for those who may need more support acclimatising to London/UK environment.  Identification of EU and international students who are eligible to vote for their International Students’ Rep.  Communications with ‘non-Home students’ cohort. |
| T\_TELEPHONE | Daytime Telephone | Communications with the students. |
| MOBILE |  | Communications with the students. |
| T\_ADD\_1 | Address Type T, Term time | Delivery of activities at Halls of Residence.  Identification of commuter students to whom an appropriate alternative provision may be available and offered by the SU.  Students’ Union Advice Service Record management for clients seeking advice, facilitating the effective communication i.e. correspondence around academic appeals.  To allow bespoke communication that is explicitly of benefit to students in a specific location.  Identification of the locality of the SU members and their student experience for the purpose of analysis conducted on anonymised basis.  Comparative analysis of student experience on anonymised basis according to student’s location (term time vs. permanent address) in order to improve student experience. |
| T\_ADD\_2 |  |
| T\_ADD\_3 |  |
| T\_ADD\_4 |  |
| T\_POST\_CODE |  |
| P\_ADD\_1 | Address Type P, Permanent | Students’ Union Advice Service Record management for clients seeking advice, facilitating the effective communication for out of term communication i.e. correspondence around academic appeals.  To allow bespoke communications, that are explicitly of benefit to these students i.e. Advice around student funding.  Identification of commuters for the purpose of offering appropriate alternative provision, and additional support. |
| P\_ADD\_2 |  |
| P\_ADD\_3 |  |
| P\_ADD\_4 |  |
| P\_POST\_CODE |  |
|  | Local Authority Name | Segmentation by Local Authority for the purpose of anonymised analysis. |
|  | UK Region | Segmentation by Region for the purpose of anonymised analysis. |
| ACAD\_PERIOD | Academic Year | To enable the Course Reps System.  To enable segmentation for the purposes of anonymised analysis.  For the administration of elections.  For the administration of clubs and societies.  To allow bespoke communications, that are explicitly of benefit to these students. |
| DEPT\_CODE | Department Code | To enable the Course Reps System.  Segmentation for the purposes of research.  Administration of elections.  Administration of clubs and societies.  Bespoke communications that are explicitly of benefit to these students.  Identification of students eligible to vote for their Divisional Reps. |
| DEPT\_DESC | Department description |
| SCHOOL\_NAME | School Name | To enable the Course Reps System.  To enable segmentation for the purposes of research.  Administration of elections.  Administration of clubs and societies.  Identification of students eligible to vote for their School Rep.  To allow bespoke communications, that are explicitly of benefit to these students. |
| AOS\_CODE | Area of Study (Course) Code | To enable the Course Reps System.  To enable segmentation for the purposes of research.  Administration of elections.  Administration of clubs and societies.  To allow bespoke communications, that are explicitly of benefit to these students. |
| AOS\_CODE\_DESC | Area of Study (Course) Code description |
| AOS\_PERIOD | Area of Study Period | To enable the Course Reps System.  To enable segmentation for the purposes of research.  Administration of elections.  Administration of clubs and societies.  To allow bespoke communications, that are explicitly of benefit to these students. |
| AOS\_PERIOD\_DESC | Area of Study Period description |
| YR\_OF\_STUDY | Year of Study | To enable the Course Reps System.  To enable segmentation for the purposes of research.  Administration of elections.  Administration of clubs and societies.  To allow bespoke communications, that are explicitly of benefit to these students. |
| ATTEND\_MODE | Mode of Attendance | To enable the Course Reps System.  To enable for the purposes of research.  Administration of elections.  Administration of clubs and societies.  To allow bespoke communications, that are explicitly of benefit to these students.  Identification of students eligible to vote for their part time Rep. |
| STUDY\_SITE | Campus Code | To enable the Course Reps System.  To enable segmentation for the purposes of research.  Administration of elections.  Administration of clubs and societies.  To allow bespoke communications, that are explicitly of benefit to these students.  Identification of students eligible to vote for their Campus Rep. |
| STAGE\_CODE | Current enrolment status | Identifies students who are (enrolled or interrupted only) to meet the SU’s requirement to offer services to members and those interrupting their course.  For the administration of services (Enrolled only should vote in elections/take part in clubs & Societies/receive student communications / Interrupted should be able to access support services of the Union, including independent advice).  To allow bespoke communications, that are explicitly of benefit to these students. |
| AOS\_START\_DT | Course Start Date | Identifies cohorts including mid-year transitions i.e. September/January intakes.  To allow bespoke communications, that are explicitly of benefit to these students.  To enable cumulative segmentation for the purposes of anonymised analysis.  Administration of elections. |
| STUDENT\_TYPE | Student Type | Identifies to us which students are postgraduates and undergraduates.  To enable cumulative segmentation for the purpose of anonymised analysis.  For the administration of elections allowing for the elections of Post Graduate Rep by all post-grads.  To allow bespoke communications, that are explicitly of benefit to these students. |
| QUAL\_AIM | Qualification Aim | To identify a student’s course level.  To enable the Course Reps System to group similar groups of student by qualification into fora.  To enable cumulative segmentation for the purpose of anonymised analysis.  For the administration of elections, allowing students with the same qualification aim to elect their representatives.  To allow bespoke communications, that are explicitly of benefit to these students. |
| EXP\_COURSE\_END\_DATE | Expected Course End Date | To allow bespoke communications, that are explicitly of benefit to these students.  To enable cumulative segmentation for the purposes of research.  For the administration of elections. |
|  | Clearing Applications | To identify which students have missed out on the pre-arrival communications from the traditional UCAS application routes, and allows key messages to be re-targeted to late appliers.  To analyse on anonymised basis the engagement with students in Students’ Union activities, ensuring parity of access. |
| Student ID barcode |  | To monitor student attendance at SU’s activities for the purpose of anonymised analysis only. |