



PERSONAL INFORMATION SHARING AGREEMENT

Between

The University of Worcester

And

The Worcester Students' Union

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Author/Originator	Head of Information Assurance
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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 University and the Union.

1. Definitions

1.1. In this agreement:

"Controller"	means a "data controller" for the purposes of the DPA and a "controller" for the purposes of the UK GDPR (as such legislation is applicable);
"Data Protection Legislation"	means the DPA, the UK GDPR, and/or any other applicable laws relating to the protection of personal data and the privacy of individuals;
"Data Subject"	means a data subject as defined in the Data Protection Legislation, as set out in Annex 1;
"Disclosing Party"	means the party disclosing Personal Data to the other party under this agreement;
"DPA"	means the UK Data Protection Act 2018;
"Personal Data" or "Personal Information"	means "personal data" as defined in the Data Protection Legislation, processed by either Party in connection with this Agreement as described in Annex 1;
"Purposes"	means the purposes for processing the Personal Data set out in the table in Annex 1;
"Processing"	has the same meaning as in the Data Protection Legislation (and "Process" and "Processed" shall be construed accordingly);
"Recipient"	means the party receiving Personal Data from the other party under this Agreement;
"Recipient Personnel"	means all employees, agents, consultants and contractors of the Recipient;
"Student Data"	means the Personal Data of students registered with the University;
"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
"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.
"UK GDPR"	means the GDPR as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 together with the Data Protection and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (including as further amended or modified by the laws of the United Kingdom from time to time).

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 Student and Staff Data set out in Annex 1.
- 2.3. No special category 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 12.

3. Information Provision

- 3.1. Student Data will be provided to the Union by the University's Registry Services at regular intervals via a secure method of transfer agreed upon by both parties. 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 12 are not included.
- 3.2. The sharing of Student Data will allow the Union to ensure that their records are up-to-date, accurate and consistent with those held by the University, in particular with reference to:
 - 3.2.1. New students - The details of all students (who have not opted out of the sharing), of all course levels, who are to be commencing studies at the University will be included in the data transfer prior to their arrival after they have registered with the University;
 - 3.2.2. Permanent leavers - The details of students who have permanently left the University will not be included in the data transfer, allowing the Union's records to be updated;
 - 3.2.3. Existing students – any changes to the information held on existing students will be included as part of the data transfer, allowing the Union's records to be updated.
- 3.3. Student Data will be transferred to the Union on a regular basis, at agreed reasonable intervals to meet the requirements of the Union's activities.
- 3.4. Student Data that is to be provided to the University by the Union on a routine basis will be done via a secure method of transfer agreed upon by both parties. Personal information about the 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.
- 3.5. Where the Union is required to share Student Data with the University to deal with complaints or disciplinary matters, this information will only be shared with the necessary Recipient Personnel, and will be shared via an appropriate secure method, or verbally if required.
- 3.6. As part of the Union's 'Recommend a Friend' scheme, University staff are able to recommend students they believe to be suitable to stand at the Union's annual election. Upon receipt of a recommendation, the Union will contact the relevant student to invite them to nominate themselves only if that student has not opted out to their information being shared with the Union (in accordance with clause 12). Any recommendations received for a student who has opted out will be deleted by the Union and the student will not be contacted.

4. Status of the parties

- 4.1. The Recipient will be acting as a Controller in respect of the Personal Data and will be responsible for determining the purposes and manner in which it will process the Personal Data in compliance with the Data Protection Legislation.
- 4.2. The Disclosing Party undertakes to communicate the provisions of this Data Sharing Agreement with the relevant Data Subjects.

5. The Recipient's obligations

- 5.1. In consideration of being granted access to the Personal Data, the Recipient will:
 - 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 UK 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 will only retain the Personal Data for as long as is necessary for the Purposes.

5.3. In the event that this agreement is terminated, the recipient is required to meet the requirements as set out in section 5 (until all data shared with the recipient is securely destroyed).

6. Information governance

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

6.2. The parties will review this agreement wherever necessary by mutual consent but not less than every other year.

6.3. The Recipient undertakes to provide training to staff, including members of student staff, as well as to student group committee members, academic representatives and volunteers, as appropriate staff, before they may access Personal Data in their roles.

6.4. Where the Disclosing Party reasonably suspects that the Recipient is not in full compliance with its obligations under this agreement, the Disclosing Party may:

6.4.1. terminate this agreement with immediate effect; and/or

6.4.2. 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 will promptly implement following such meeting.

6.5. 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.

7. Communications

7.1. The University will take overall responsibility for responding to Subject Access Requests from Data Subjects relating to the Personal Data processed under this agreement.

7.2. Where either party receives a Subject Access Request in relation to the Personal Data processed under this agreement, it will 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 will:

7.2.1. 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

7.2.2. 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.

- 7.3. Where either party receives a complaint or query from any member of the public in relation to the Personal Data processed under this agreement, that party will promptly notify the other party and will deal with the complaint or query without undue delay and will not do anything that is likely to damage the reputation of the other party.
- 7.4. In the event that either party becomes aware of an actual or suspected personal data breach relating to the Personal Data processed under this agreement, that party will notify the other party as soon as reasonably practical, and in any event within 24 hours of first becoming aware of the breach.

8. Retention of information

- 8.1. 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.

9. Purposes for which the information may be used

- 9.1. 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.
- 9.2. 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.

10. Conditions for the processing of student personal information

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

11. Restrictions on the use of information

- 11.1. The Personal Data referred to in this Agreement will not be passed to any third party without the express consent of the individual(s) concerned, except under the following conditions:
 - 11.1.1. where the Union has obtained the specific permission from the Data Protection Officer or the Academic Registrar on behalf of the University; and

11.1.2. where the Union provides evidence that it will ensure that the third party is contractually:

11.1.2.1. prohibited from using the data for any other purpose; and

11.1.2.2. obliged to comply with the conditions in this agreement.

11.2. The information provided by the University to the Union will 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 will not preclude the Union from including advertising or sponsorship material from third parties within mailings principally sent for the purpose of promoting Union services.

11.3. With regard to the use of students' University email addresses for the purposes of marketing, the Union will ensure that:

11.3.1. Copies of all bulk emails sent for marketing purposes are retained for a period of no less than one year to facilitate the investigation of any complaints; and

11.3.2. Students are given the option in each mailing to opt out of future mailings.

12. Student opt out rights

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

12.1.1. A student can notify Registry Services that they object to their information being shared with the Union. Once this request has been processed by the Registry Services the student's data will no longer be included in the regular transfer of information. (Students will be made aware of the consequences of opting out, including the potential restriction to their involvement in clubs, societies, student networks and the right to vote in Union elections).

12.1.2. Where a student has opted out after an initial transfer of data in which they were included the Union will 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.


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

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

13. Review and publication

13.1. This agreement is to be reviewed as agreed 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 Privacy Notice.

Signed: 
Kevin Pickess
Academic Registrar,
University of Worcester


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Sophie Williams
Chief Executive,
Worcester Students' Union

Dated:27/03/2024.....

.....20/03/24.....

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) University Email Address k) Academic Representative status l) 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) University Email Address e) Gender f) Student Groups and volunteers g) Academic Representative status <p><u>Students' Union Staff</u></p> <ul style="list-style-type: none"> h) Full Name i) Date of Birth j) Address k) Email Address l) Telephone Number m) Emergency contact details: <ul style="list-style-type: none"> i. Name of Contact ii. Address of Contact iii. Telephone number of contact
<p>Data Subjects</p>	<p>Registered students (who have not opted out of data sharing in accordance with clause 12)</p>	<p>Registered students (who have not opted out of the data sharing in accordance with clause 12); 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) Administration of 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> <p>For student data:</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) In order to deal with complaints e) For the purpose of dealing with disciplinary matters <p>For Students' Union staff data:</p> <ul style="list-style-type: none"> a) To create associate employee status and profile in relation to core and student 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)</p> <p>Academic Registrar</p> <p>Data Protection Officer</p> <p>Information Governance Officer</p>	

Key members of staff at the Union	Chief Executive Director of Representation and Membership Services Marketing, Communications, and Commercial Manager Marketing and Communications Assistant
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