



Data Sharing Agreement

between

UNIVERSITY OF YORK

and

UNIVERSITY OF YORK STUDENTS' UNION (YUSU)

DATED 12TH AUGUST 2016

1 Parties

- 1.1 **UNIVERSITY OF YORK** ('the University'); and
- 1.2 **UNIVERSITY OF YORK STUDENTS' UNION (YUSU)** ('the Union').

2 Overview

- 2.1 This agreement applies to the provision of enrolled students' personal data ('Student Data'), as defined by the Data Protection Act 1998 (DPA), by the University to the Union and sets out the purposes for which those Student Data can be used.
- 2.2 The University and the Union are both data controllers in common in respect of the student personal data that are shared. This means that each organisation will be responsible for its own processing of the data, and for ensuring that students' personal data is processed only for the purposes agreed here and described in the University's Protection Statement issued to students (<http://www.york.ac.uk/records-management/dp/your-info/students/>), or by subsequent agreement made directly with the student.
- 2.3 In this agreement 'data controller', 'data processor', 'personal data', 'processing' and 'sensitive personal data' will have meanings as defined by the DPA.

3 Use of Student Data by the Union

- 3.1 The University agrees to transfer Student Data to the Union for the following purposes only:
 - 3.1.1 administration of elections;
 - 3.1.2 administration of union student groups including clubs and societies;
 - 3.1.3 to generate demographic reports;
 - 3.1.4 to verify students' identities;
 - 3.1.5 to facilitate the purchase of tickets for events and membership of clubs and societies;
 - 3.1.6 administration of activities in support of the objectives of the Union;
 - 3.1.7 to allow reasonable and non-disruptive levels of email communication between the Union and its members; and
 - 3.1.8 to allow email communication between members of its student groups.
- 3.2 The Union agrees that it will only use the most up-to-date dataset provided by the University and that all previous versions will be deleted or securely destroyed once a new version is provided. This is to ensure the information is accurate and up-to-date and to ensure any opt-outs are respected, as set out in clause 8 of this agreement.

4 Student Data to be shared

4.1 The University will provide the Union with the following Student Data for all UK based campuses and partner institution positively enrolled students.

- 4.1.1 Student code
- 4.1.2 IT Services username
- 4.1.3 Forename
- 4.1.4 Surname
- 4.1.5 Date of birth
- 4.1.6 Gender
- 4.1.7 Institution email address
- 4.1.8 Domicile country
- 4.1.9 Fee status
- 4.1.10 College
- 4.1.11 Course Route Code
- 4.1.12 Study type
- 4.1.13 Programme level
- 4.1.14 Programme start date
- 4.1.15 Programme end date (expected)
- 4.1.16 Library Card Number
- 4.1.17 Department code
- 4.1.18 Visiting student status
- 4.1.19 Finalist status
- 4.1.20 Mode of study
- 4.1.21 Placement status

4.2 No sensitive personal data will be transferred to the Union by the University.

4.3 The University will provide Student Data for current students only and will exclude any students who have opted out of the data sharing with the Union, as set out in clause 8 below.

5 Transfer of Student Data

5.1 The University and the Union will keep all personal data shared under this agreement secure and protect it against unauthorised access, use or disclosure, and against accidental loss or destruction. Relevant information about identifiable individuals will only be made accessible to individuals within the Union who necessarily need access to that information for the specified purpose. If the Union becomes aware of any potential breach of security which involves data provided by the University, the potential breach must be raised immediately with the University.

- 5.2 Student Data will be provided via encrypted email attachments to a nominated email address at the Union (itcoordinator@yusu.org) or via secure electronic transfer, where systems facilitate this. The Union agrees to regularly review users of this email account to take account of role changes and leavers to ensure that access is tightly controlled and relevant.
- 5.3 Transfers will take place at regular intervals throughout the year, as agreed with the University Registry, to ensure the currency and accuracy of the Student Data.

6 Compliance with the DPA and the Privacy and Electronic Communications Regulations 2003 (PECR)

- 6.1 The University will rely on the fair processing conditions set out in the following paragraphs from Schedule 2 of the DPA as a basis for disclosing Student Data to the Union, in cases where a student has not exercised his or her right to opt out of the transfer:
 - 6.1.1 Schedule 2, paragraph 1: the data subject has consented to the transfer and processing as described identified in the University data protection statement;
 - 6.1.2 Schedule 2, paragraph 2(a): the processing is necessary for the performance of a contract between the student and the University;
 - 6.1.3 Schedule 2, paragraph 6: the processing is necessary for the purposes of legitimate interests pursued by both the University and the Union.
- 6.2 The Union must comply with the eight data protection principles and all other applicable aspects of the DPA when processing Student Data disclosed to it by the University.
- 6.3 The Union must comply with the PECR at all times and have regard to these Regulations whenever it uses Student Data to send electronic communications to students.
- 6.4 The Union must ensure that officers, staff, agents and sub-contractors who may access or use the Student Data undertake information security training and are aware of the confidential and sensitive nature of the Student Data.

7 Restrictions on the use of information

- 7.1 Student Data provided by the University to the Union must only be used for the purposes specified in clause 3 of this agreement, unless data subjects provide express consent directly to the Union indicating that it can be used in other ways.
- 7.2 Student Data must not be disclosed to a third party without the express consent of the data subjects, except where the information is disclosed to a data processor (as defined by the DPA) for the purposes of providing a service to the Union or on its behalf, in which case the Union shall, as required by the DPA, ensure that it has a written contract with the data processor which states that:

- 7.2.1 The data processor must only act on the Union's instructions when processing the Student Data; and
- 7.2.2 The data processor must ensure it complies with the same security measures as the Union in respect of the Student Data.
- 7.3 Information sent to students will relate directly to the operational activities of the Union, or to the services or products it provides and which are of genuine benefit to students. Students will be given the opportunity in each mailing to opt out of future mailings.
- 7.4 YUSU will make all reasonable endeavours to ensure that Student Groups operating within the YUSU systems comply with the purposes at 7.3 above and ensure, wherever possible, that the information sent to students is of genuine benefit to students.
- 7.5 Access to relevant Student Data must be limited by the Union to (including but not limited to) those of its officers, staff, agents and sub-contractors who need to know and access the information in order to deliver the agreed purposes at section 3.1 above.

8 Students' right to opt out of the transferred data being processed

- 8.1 Students have a right to opt out of the Student Data being processed by the Union for the purposes listed in clause 3.
- 8.2 The Union shall maintain a readily accessible and easy-to-use mechanism to enable students, at any time, to opt out of any processing carried out by the Union involving their Student Data.
- 8.3 Where a student opts out, the Union and any data processors working on behalf of the Union shall ensure that the relevant Student Data provided by the University is, as soon as is reasonably practicable, destroyed and no longer processed.
 - 8.3.1 The Union shall be permitted to keep limited and relevant Student Data on the students who have opted out, which will be used solely for the purposes of maintaining the opt-out.

9 Retention and disposal of personal data

- 9.1 The Union will retain the personal data which is shared with it only for as long as is necessary for the purposes specified in 3.1 of this Data Sharing Agreement and in accordance with the provision at 3.2. Data which is no longer required (including any copies) will be disposed of securely and promptly. Data which has been fully anonymised can be retained for as long as required by the Union.

10 Termination of the agreement

- 10.1 Either party may terminate the agreement by letter signed by an authorised representative of that party. Transfer of data will cease immediately on termination of the agreement. Letters of termination should be addressed to the Registrar at the University and Chief Executive Officer at the Union.
- 10.2 The University reserves the right to terminate the agreement with immediate effect if it considers that the Student Data is being misused or if it considers that any other aspect of this agreement is not being complied with to its satisfaction.

11 Governing law and jurisdiction

- 11.1 The parties agree that this agreement will be governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

12 Signatures

- 12.1 Signed for and on behalf of the **University of York** by an authorised representative:

Signature: 

Name: David Duncan

Position: Registrar and Secretary

Date: 16th August 2016

- 12.2 Signed for and on behalf of the **University of York Students' Union (YUSU)** by an authorised representative:

Signature: 

Name: Ben Vulliamy

Position: Chief Executive Officer

Date: 12th August 2016