

SCHEDULE 3 – DATA SHARING AGREEMENT

DATA SHARING AGREEMENT

between

ROEHAMPTON UNIVERSITY

and

ROEHAMPTON STUDENTS' UNION

7/18/2022

DATED: _____

THIS AGREEMENT is dated 7/18/2022

PARTIES

ROEHAMPTON UNIVERSITY a company incorporated in England under company number 05161359, and an exempt charity), whose registered office is at Grove House, Roehampton Lane, SW15 5PJ (the University)

and

ROEHAMPTON STUDENTS' UNION a company incorporated in England under company number 07323081, **and a registered charity** (Charity Number: 1139857) whose registered office is at Lawrence Building, Froebel College, Roehampton Lane, SW15 5PJ (RSU)

each a party and together the parties

BACKGROUND

- (A) The parties provide services and support to students of the University (Student Services) and believe that the sharing of certain Personal Data is necessary to ensure the efficient delivery of the Student Services which enhance students' experience at the University.
- (B) The University provides certain business support to RSU and RSU shares certain Personal Data as outlined in clause 2 below with the University in order to facilitate the delivery of such business support.
- (C) The parties are both registered as Data Controllers with the Information Commissioner's Office and will each retain full ownership of their own data. Subject to the terms of this Agreement, RSU and the University shall be the Data Controller for all Personal Data transferred to them by the other party under this Agreement. This Agreement does not constitute a contract between a Data Processor and a Data Controller under Article 28(3) of the GDPR.
- (D) Each party agrees to share Personal Data with the other party on the terms set out in this Agreement and to use the Personal Data on the terms set out in this Agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Agreed Purpose: has the meaning given to it in clause 2 of this Agreement.

Commencement Date: 7/18/2022

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);

Data Security Breach: loss of Student Data or a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Student Data.

Data Sharing Code: the Information Commissioner's Data Sharing Code of Practice as may be amended from time to time.

Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

Personal Data: the personal data to be shared between the parties under this Agreement.

Subject Access Request: the exercise by a data subject of his or her rights under Article 15 of the GDPR and the DPA 2018.

Supervisory Authority: the relevant supervisory authority in the territories where the parties to this Agreement are established.

Term: 3 years.

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

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.3 Any words following the terms including "include" or "for example" or similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2. AGREED PURPOSE FOR WHICH PERSONAL DATA WILL BE PROCESSED AND RESTRICTIONS ON PROCESSING

2.1 This Agreement sets out the framework for the sharing of Personal Data between the parties and defines the principles and procedures that the parties shall adhere to when processing Personal Data under this Agreement.

2.2 Personal Data will be shared for the following purposes:

- a) Administration of RSU's open and democratic elections and decision making.
- b) Administration of RSU's clubs and societies and volunteering.
- c) Generation of periodic demographic reports.
- d) Verification of students' identities.
- e) Communication between RSU and its members.
- f) Marketing of services provided directly by RSU to its members.
- g) General RSU Membership Administration.
- h) Business support by the University to RSU including but not limited to: (i) Finance related support (including banking signing arrangements; accounts payable/receivable; management accounting; transaction reports (Sagepay, WorldPay, Zettle, Shopwave, PayPal, Membership Solutions Ltd.), payroll information and tender processes; (ii) Human Resources related support (employing on-boarding and off-boarding); and (iii) Contractor management and third-party service provision (including service referrals, advice casework, event attendance and incident reporting).

Each an Agreed Purpose and collectively the Agreed Purposes.

Additional purposes may be added to the above list from time to time by written agreement between the parties.

2.3 The parties shall not process Personal Data in a way that is incompatible with the Agreed Purposes.

2.4 Students of the University are automatically enrolled as members of RSU on registration at the University and have a right to opt out of membership of RSU in accordance with section 22 of the Education Act 1994. Where a student has opted out of membership with RSU, RSU shall ensure that the Personal Data transferred under this Agreement is only processed for the purposes of determining that student's eligibility to the rights and services attached to the membership of RSU and for no other purposes.

- 2.5 The parties accept that RSU may in the normal course of its business provide Personal Data to a third party in order that they may provide services to RSU as a Data Processor. RSU, as the Data Controller, shall at all times be responsible for ensuring that the requirements of the Data Protection Legislation are met, including ensuring that a suitable contract is in place with the Data Processor and that the Data Processor provides a level of data security sufficient to ensure compliance with the Data Protection Legislation.
- 2.6 Personal Data provided by the University to RSU 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 RSU.
- 2.7 RSU may use Personal Data to contact students and/or their dependents in an emergency and may release information when required to do so by law or when required for compliance with any legal obligation (other than one imposed by contract) or a court order.
- 2.8 Each party shall appoint a single point of contact (SPoC) who will work together to reach an agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing initiative. The points of contact for each of the parties are:

SPoC for Roehampton Students' Union:

Mark Gillespie,
Chief Executive Officer
Roehampton Students' Union,
Froebel College
Roehampton Lane
London
SW15 5PJ
Mark.gillespie@roehampton.ac.uk

020 8392 3299

SPoC for Roehampton University,

Alison Bainbridge,
Information Access Manager (& Data Protection Officer),
Roehampton University,
Grove House,
Roehampton Lane,
London,
SW15 5PJ
a.bainbridge@roehampton.ac.uk

020 8392 3104

3. PERSONAL DATA TO BE SHARED

3.1 The University will share with RSU the following Personal Data of students on Roehampton registered programmes as defined by the R01 status code with RSU:

- Student ID number
- Title
- Forename
- Surname
- Institution email address
- Residency status
- Term-time postcode
- Course / Programme code
- Full course / Programme title
- Programme year
- Mode of study
- College
- Department name
- Student individual barcode number
- Information relating to student disciplinary, complaints, welfare, wellbeing and engagement matters, which may include Special Categories of Personal Data.

3.2 RSU will share with the University the following Personal Data:

3.2.1 In relation to students:

- Forename
- Surname
- Email address
- Data relating to student purchases
- Email addresses relating to PayPal purchases
- Information relating to student disciplinary, complaints, welfare, wellbeing and engagement matters, which may include Special Categories of Personal Data.

3.2.2 In relation to RSU staff (including student employees):

- Full name
- Address
- Date of birth
- NI Number
- Bank details
- EDI information
- Next of kin
- Identification copies (passport, visa, BRP)
- Timesheets, rates of pay, salary details, PAYE, Tax, Pension contributions

3.2.3 In relation to visitors and contractors:

- Visitor / Contractor full name
- Visitor / Contractor address
- Visitor / Contractor contact information

3.3 Personal Data will be shared via secure electronic transfer.

4. STUDENTS' RIGHT TO OPT OUT OF RSU MEMBERSHIP

4.1 Students have the right to opt out of RSU membership. Students will be given information about their membership at the time of enrolment and informed how to opt out before any data sharing takes place. Students may also opt out via the same process at any point during the academic year.

4.2 Where a student opts out of RSU membership, RSU and any data processor working on behalf of RSU shall ensure that any Student Data relevant to that student's membership of RSU that has been provided by the University is, as soon as is reasonably practicable, securely destroyed and no longer processed by RSU. Personal data shared between the parties for purposes other than RSU membership will be retained in accordance with the University's Records Retention Schedule.

4.3 RSU shall maintain a readily accessible and easy-to-use mechanism to enable students at any time to opt out of any processing of their Personal Data carried out by RSU in relation to their membership.

5. COMPLIANCE WITH DATA PROTECTION LAWS

5.1 Each party shall ensure that it processes Personal Data fairly and lawfully and in compliance with applicable data protection laws and the Data Sharing Code at all times during the Term of this Agreement, and must ensure that it has a valid registration with the Information Commissioner's Office.

5.2 The University shall in respect of Personal Data ensure that its privacy notices are clear and provide sufficient information to the Data Subjects for them to understand what of their personal data the University is sharing with RSU, the purposes for the data sharing and the identity of RSU.

5.3 RSU undertakes to inform the Data Subjects of the purposes for which it will process their personal data and provide all of the information that it must provide, in accordance with applicable laws, to ensure that the Data Subjects understand how their personal data will be processed by RSU.

5.4 RSU 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.

- 5.5 RSU agrees to comply with all of the University's data protection policies and procedures available on its policies page (<https://www.roehampton.ac.uk/corporate-information/policies/>), including those in relation to data breaches and data subject access rights.

6. DATA SUBJECTS' RIGHTS

- 6.1 Data Subjects have the right to obtain certain information about the processing of their Personal Data through a Subject Access Request in circumstances where the processing of a Data Subject's personal data is not in compliance with applicable data protection laws. Data Subjects may also request rectification, erasure or blocking of their personal data.
- 6.2 Each party is responsible for maintaining a record of individual requests for information, 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.

The points of contact for each party are:

For the University: the Information Access Manager and Data Protection Officer

For RSU: the Chief Executive

- 6.3 The parties agree to provide reasonable 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.

7. DATA SECURITY BREACHES AND REPORTING

- 7.1 The parties are under a strict obligation to notify each other of any potential or actual Data Security Breach in relation to the Personal Data shared under this Agreement as soon as possible and, in any event, within one working day of identification of any potential or actual breach, to enable the parties to consider what action is required in order to resolve the issue in accordance with applicable data protection laws and guidance.
- 7.2 Any Data Security Breach must be investigated by an appropriate office of the party in breach and the results of the investigation must be reported to the Information Commissioner's Office immediately if there is a potential or adverse effect on the Data Subject(s).
- 7.3 RSU shall notify the University within one working day of receiving a complaint regarding the processing of Personal Data.

8 DATA RETENTION AND DELETION

- 8.1 The parties shall not retain or process Personal Data for longer than is necessary to carry out the Agreed Purpose.
- 8.2 Notwithstanding clause 8.1, parties shall continue to retain Personal Data in accordance with any applicable statutory or professional retention periods.
- 8.3 Both parties shall ensure that any Personal Data are returned to the other party or securely destroyed in the following circumstances:
- a) On termination of the Agreement.
 - b) On expiry of the Term of the Agreement.
 - c) Once processing of the Personal Data is no longer necessary for the Agreed Purposes, as set out in clause 2.
- 8.4 Following the deletion of Personal Data, each party shall notify the other party that the Personal Data in question has been destroyed.

9. TERMINATION AND REVIEW OF THIS AGREEMENT

- 9.1 Either party may terminate the Agreement by letter signed by an authorised representative of that party. Sharing of data will cease immediately on termination of this Agreement. Letters of termination should be addressed to the University Secretary and the Chief Executive of RSU respectively.
- 9.2 Both parties reserve the right to terminate the Agreement with immediate effect if they consider that the Personal Data is being misused or if it considers that any other aspect of this Agreement is not being complied with to its satisfaction.
- 9.3 The parties shall review the effectiveness of this Agreement every two years and may continue, amend or terminate the Agreement depending on the outcome of such review. The review of the effectiveness will involve assessing whether:
- a) the purposes for which the Personal Data is being processed are still the ones listed in clause 2 of this Agreement;
 - b) the Personal Data is still as listed in clause 3 of this Agreement
 - c) the framework governing data quality, retention, and data subjects' rights are being complied with; and
 - d) any personal data breaches involving the Personal Data have been handled in accordance with this Agreement and the applicable legal framework.

9.4 Both parties reserve the right to inspect the other party's arrangements for the processing of Personal Data and to terminate the Agreement where it considers that the other party is not processing the Personal Data in accordance with this Agreement.

10. THIRD PARTY RIGHTS

10.1 Except as expressly provided in clause 6 (data subjects rights) or elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

10.2 No one other than a party to this Agreement shall have any right to enforce any of its terms.

11. RESOLUTION OF DISPUTES WITH THIRD PARTIES

11.1 In the event of a dispute or claim brought by a Data Subject or the Information Commissioner's Office concerning the processing of Student Data against either or both parties, 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.

11.2 The parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Information Commissioner's Office. The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

12. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13. SEVERANCE

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

14. GOVERNING LAW AND JURISDICTION

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.

Signed for a DocuSigned by: **on University** by an authorised representative:

Signature: Jean-Noël Ezingard
561C516F1871450...

Name: Jean-Noël Ezingard

Position: Vice-Chancellor

Date: 7/18/2022

Signed for a DocuSigned by: **rampton Students' Union** by an authorised representative:

Signature: Harrison Cohen
6D01A8A9D8D74B2...

Name: Harrison Cohen

Position: RSU President

Date: 7/12/2022