

**Data Sharing Agreement between
University of Winchester and Winchester Student Union**

1. University of Winchester (UoW) undertakes to:

- a) inform applicants and pending enrolment students of the existence of the Winchester Student Union.
- b) clearly outline the implications (from a personal data perspective) of joining the Student Union and the individual's right not to be a member of the Student Union.
- c) assist with training and advice for Student Union staff on data protection requirements.
- d) liaise with the Student Union in relation to conducting a bi-annual review of this agreement and adherence to the terms, at the start of each semester if it was deemed appropriate.
- e) include this agreement on its website as part of the privacy pages on the University's website and make students aware of it during enrolment.
- f) refer any formal complaints it receives about matters covered by this agreement to the Data Protection Officer, and inform the complainant of the referral.

2. Winchester Students Union (WSU) undertakes to:

- a) use the personal data only for the purposes specified, and to observe the Code of Conduct for Communication of Marketing or Promotional Material as per Section 3 below
- b) demonstrate that its staff accessing personal data have undergone the appropriate training on data protection requirements.
- c) ensure appropriate technical and organisational measures are in place to safeguard against data breaches, unauthorised use or disclosure of the data. Personal data will only be accessible to the individuals who need it for the agreed specified uses.
- d) keep any personal data securely and in accordance with Data Protection legislation
- e) maintain separate databases for the purposes of unsolicited direct marketing, as covered by the Code of Conduct for Communication of Marketing or Promotional Material described in Section 3, and to keep adequate records of students opting out of such communications from the Students Union. These measures to be reviewed at least once a year to assure the University of data handling processes.
- f) conduct regular audits of adherence to this agreement and/or co-operate with any such audit of adherence to this agreement conducted by the University or its agents.
- g) refer any formal complaints it receives about matters covered by this agreement to the Data Protection Officer, and inform the complainant of the referral.
- h) include reference to this agreement as part of the Student Union Privacy Notice.

3. Code of Conduct for Communication of Marketing or Promotional Material

- a) Notices communicated by the Student Union to its members for the purposes of:
 - i. public/University health and safety campaigns
 - ii. emergency notices in respect of civil contingencies
 - iii. supporting the democratic structures and activities of the Union

are **not** deemed to be marketing/promotional material and ongoing unsolicited communications to students for these purposes are acceptable without consent. The basis for such communication is because of a legal requirement to protect and promote the health and safety of the student body

and for the purpose of its public task to promote democratic engagement derived from Section 22 of the Education Act, and its own Constitution.

- b) Unsolicited communications may be sent initially by the Student Union to its members, to promote the Student Union operations and activities and/or commercial benefits secured by the Student Union for its members. However, such communications should always be accompanied by the opportunity for members to opt out of future marketing, and where members exercise that right, this should be upheld.
- c) All such communications using the UoW computing network shall comply with the IT Acceptable Use Policy.
- d) No personal data will be disclosed to external agencies for marketing purposes without the explicit consent of the data subjects.

4. Information to Be Routinely Shared

University with Student Union

- a) The University will provide the Student Union with the following information of enrolled students to facilitate membership of the SU, except for those students described in (b):

First Name(s)	University Contact Email Address
Surname	Student Number
Date of Birth	Gender
Programme Description and Code	Mode of Attendance
Enrolment Status	Year of Study
Student Type Code	Department
	Planned End Date

No sensitive personal data will be **routinely**¹ transferred between the University and the Student Union.

- b) The following students will be excluded from the routine sharing
 - partnership students studying wholly or mainly (that is for more than half their time) at a partner institution;
 - research students at write-up stage;
 - students studying outside the UK;
 - non-UK based distance learning students;
 - students who have exercised their right not to be a member of the Students Union².

Student Union with University

- c) The Student Union will provide the University with information for populating individual student Higher Education Achievement Reports (HEAR). The University will provide the facility to allow individuals to edit their HEAR record and decide who has access to it. A full list of the information currently included within the HEAR is available here
- d) The Student Union will provide the University with information about student activity group memberships to facilitate and monitor engagement for management reporting, and to administer the operational delivery of events and provision of facilities in partnership with the Union. All direct

¹ Please refer to paragraph 7 (d) where exceptions would apply.

² The University Student Union offers a variety of services to its students. Every Student has the right not to be a member of the Union and to signify that he/she does not wish to be represented by a representative body, as outlined under Section 22(2)(c) of the Education Act 1994. Any student wishing to exercise that right should notify the Student Union in writing, and their membership will be terminated accordingly. Every student who has opted out of being a member of the Union, or not to be represented by a representative body which is not an association, will not be unfairly disadvantaged with regards to the provision of commercial services or otherwise. Students who have opted out of membership will not be permitted to engage with the democratic functions of the Student Union.

promotion and marketing communications with activity group members regarding University of Winchester facilities and services will be agreed in advance with the Union.

5. Lawful Basis for Sharing

- a) Routine sharing is undertaken on the basis that it falls within the legal obligations of both parties. Under the Education Act 1994, the University of Winchester has a statutory duty to ensure that the Student Union operates in a fair and democratic manner³. The Student Union works alongside the University of Winchester in ensuring that the affairs of the Union are properly conducted and that the education and welfare needs of the members of the Student Union are being met⁴.
- b) The sharing is considered necessary and proportionate and does not prejudice the rights, freedoms or legitimate interests of the data subjects. Individuals may opt out of membership of the Union at any time and in the case of the HEAR, control over who this information is shared with outside the University rests with the individual.

6. Frequency and Mode of Sharing

- a) Information will be provided from the University to the designated point of contact in the Student Union in the form of a secure data transfer at least once a semester. One main run will happen at point of main UG registration. The University will then provide a list of any late registrations on request from the Students Union. If the Student Union develops a system that can take an automatic load the University will work with them on integrations.
- b) Information will be provided from the Student Union to the relevant designated point of contact in University of Winchester in the form of a secure data file transfer.

7. Other information to be shared

- a) Personal data may also be shared between the parties where required and necessary to ensure that the policies, procedures and legal responsibilities of both the University and Student Union are upheld, in order to investigate fully any alleged breach and where necessary take any further action. Due regard will be given to the Student Disciplinary Procedure and the rules of behaviour outlined therein.
- b) Where sensitive personal data is involved, in particular the commission or alleged commission of a criminal offence, consideration will be given to whether the sharing is necessary in order for the University to promptly assess whether the student meets any fitness to practise standards required by the programme on which they are enrolled or to assess the risk posed by the individual to the wider student/staff body.
- c) Personal information of students will be disclosed between WSU and UoW if either party believes in good faith that such a disclosure is necessary to comply with the legal obligations or protect the rights and property of WSU and UoW.
- d) The personal data of students, including where appropriate some sensitive personal data, may be disclosed between WSU and UoW if either party believes there is a risk to the student and/or to others. Examples of this might be when using Student Services or the Student Union Advice Centre where a student may disclose issues indicating a danger to themselves or others. Only the necessary information will be shared to ensure that the Student Union and the University are ensuring the health and safety of its staff and visitors and providing a duty of care to the person whose data is being shared. Where possible this information will be anonymised before sharing.
- e) Where a student is employed by WSU, information will be shared between the parties to ensure legal compliance with any Tier 4 restrictions that may be in effect.

8. Designated Points of Contact

For routine sharing, the following points of contact are designated for queries relating to the data and its transfer:

For the University: foi@winchester.ac.uk

For the Student Union: su_admin@winchester.ac.uk

³ Section 22(1) Education Act 1994

⁴ Constitution of Winchester Student Union, D., pg.3

9. Complaints and Remedies

All formal complaints made by students in respect of matters covered by this agreement shall be directed to the University Data Protection Officer in the first instance and will be shared with the Student Union Data Protection Officer.

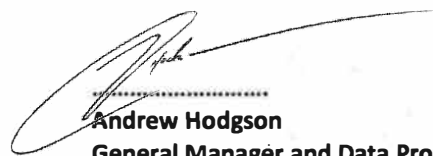
10. Review and Publication

- a) This agreement is to be reviewed bi-annually by the University of Winchester and Winchester Student Union and will be published on the University and Union websites.

Signed:



Stephen Dowell
Data Protection Officer
University of Winchester



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Andrew Hodgson
General Manager and Data Protection Officer
Winchester Student Union

Date:

19.10.20

26/10/20