



University of Plymouth Students' Union & University of Plymouth Data Sharing Agreement

1. Overview

The following agreement governs the provision of students' personal information between University of Plymouth (UoP) and University Plymouth Students' Union (UPSU) and explains the purposes for which that information may be used.

Both UoP and UPSU are data controllers which mean they each determine the purposes for which students' personal information is processed. Both UoP and UPSU will collect the personal information and share as appropriate in accordance with this Agreement.

UoP notifies students through the Personal Information and Data Protection page available in the Student Handbook and on enrolment that their personal information will be shared with UPSU.

2. How students' personal information will be used by UPSU

UPSU will use the personal information for the following purposes only:

- 2.1 Administration of elections
- 2.2 Administration of UPSU clubs and societies
- 2.3 Administration of UPSU Volunteering Module
- 2.4 Generation of demographic reports
- 2.5 Verification of student's identity
- 2.6 Administration of ticket sales
- 2.7 Administration of nightclub entry system
- 2.8 Administration of Clubs' and Societies' Memberships
- 2.9 To allow email communication between UPSU and its members
- 2.10 To allow email communication between its Clubs & Societies members where no emails are visible to the sender (Sender; President or Secretary of the Club/Societies)

3. Information to be shared from UoP to UPSU

- 3.1 UoP will provide UPSU with the following student information

- 3.1.1 Student Name
- 3.1.2 PU email address
- 3.1.3 Nationality
- 3.1.4 Sex
- 3.1.5 Age
- 3.1.6 Student type (Full time, Part time)
- 3.1.7 Study location
- 3.1.8 Year of study
- 3.1.9 Course name
- 3.1.10 Department
- 3.1.11 Faculty name
- 3.1.12 Mode of study (Undergraduate, Postgraduate etc)

4. How students' personal information will be used by UoP

UoP will use the personal information from UPSU for the following purposes only:

- 4.1 To provide the student's record of achievement for Section Six of the Higher Education Achievement Report (HEAR)

5. Information to be shared from UPSU to UoP

- 5.1 UPSU will provide UoP with the following student information
 - 5.1.1. Student Name
 - 5.1.2. PU email address
 - 5.1.3. Sex
 - 5.1.4. Age
 - 5.1.5. Student type (Full time, Part time)
 - 5.1.6. Study location
 - 5.1.7. Year of study
 - 5.1.8. Course name
 - 5.1.9. Department
 - 5.1.10. Faculty name
 - 5.1.11. Mode of study (Undergraduate, Postgraduate etc)
 - 5.1.12. UPSU Awards recognition to include Sports Awards, Societies Awards, SSTAR Awards and Volunteering Awards
 - 5.1.13. Committee positions held within a club or society
 - 5.1.14. Volunteering hours
 - 5.1.15. Student representative positions held.

6. Information provision

- 6.1 Student information will be provided via regular secure electronic transfer. The transfer will ensure that UPSU, and any data processor that UPSU or UoP uses, will hold up-to-date information at that time and ensure that the details of any students who opt out of the data sharing agreement are not processed further.

7. Data transfer

- 7.1 Personal data will be transmitted between the parties or any data processor instructed by them electronically using the latest security measures to ensure compliance with the Eight Principles of the Data Protection Act 1998.

8. Conditions for the processing student personal information

- 8.1 With regard to the use of students' personal information, the parties shall:
 - 8.1.1 Ensure compliance with UoP's Data Protection Policy
 - 8.1.2 Ensure compliance with the eight data protection principles in the DPA
 - 8.1.2 Ensure that any data processor it uses has security policies and procedures that ensure compliance with Principle 7 of the DPA.

9. Restrictions on the use of information

- 9.1. The information provided between the parties shall not be passed to any third party without the express consent of the individual(s) concerned, except under the following conditions:
 - 9.1.2. where the information is released by either party to a data processor, that party shall ensure that that data processor is contractually:
 - 9.1.2.1. Restricted from using the data for any other purposes other than those given in Clauses 2 and 4 above
 - 9.1.2.2. Obligated to comply with the conditions in Clause 6.
- 9.2. The information shared between the parties 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 UPSU.
- 9.3. Students are given an option in each mailing to opt out of future mailings.
- 9.4. Information sent to students relates directly to the operational activities of UPSU or to products and services provided by UPSU which are of genuine benefit to students.

10. Student opt out rights

- 10.1 The following opt out procedures shall be in place:
 - 10.1.1 If a student notifies UoP that they object to their information being shared with UPSU then their personal information will no longer be included in the transfer of information.
 - 10.1.2 Where a student opts out UPSU, or any data processors working on behalf of UPSU, shall ensure that their personal information is destroyed and no longer processed without delay.
 - 10.1.3 UPSU and UoP shall maintain a readily accessible and easy-to-use mechanism for students to opt out of having their personal information being processed by UPSU at any time.

11. Retention of information

- 11.1 UPSU will ensure that it adheres to the UoP's records retention policies for student personal information.

12. Individual's rights and subject access requests

- 12.1 The Data Protection Act 1998 provides specific rights to individuals, including the right of subject access to personal data held about them.
- 12.2 Subject access requests should be made in writing and will be dealt with by the party to which they are submitted.

13. Review and publication

- 13.1 This agreement is to be reviewed annually.
- 13.2 This agreement will be published on the UoP and UPSU websites and linked from PU's fair processing notice, which new students consent to on enrolment

14. Termination

- 14.1 This agreement can be terminated by either party providing thirty days' notice in writing to the other. It shall be automatically terminated in the event of UPSU failing to fulfil its obligations under this Agreement, or if a notice is sent by the ICO to UoP and/or UPSU requiring revision or supervision of this Agreement.
- 14.2 UoP and UPSU agree to inform the other party in writing, as soon as is practicable, about any communication from the ICO concerning revision or cancellation of this Agreement.
- 15.3 UoP may terminate this Agreement with immediate effect should UPSU breach any of the conditions set out in this Agreement. In this event, all personal data supplied to UPSU by UoP must be returned to UoP or securely destroyed.

Signed:



Gina Connelly
Chief Executive
University of Plymouth Students' Union

17/12/15
Date



John Wright
Chief Information Officer
Plymouth University

17/12/15
Date