



This Agreement is dated 13.04.2026

### **Parties**

1. The **University of Plymouth**, a Higher Education Institution of Drake Circus Plymouth PL4 8AA (“UOP”); and
2. The **University of Plymouth Students’ Union**, (registered company number 10676070) of Drake Circus Plymouth (“UPSU”)

Each referred to as a “Party” and together the “Parties”.

### **BACKGROUND**

The University of Plymouth (UoP) is a Higher Education Corporation established under the Education Reform Act 1988 and the Further and Higher Education Act 1992 and University of Plymouth Students' Union (UPSU ) is a union of students that is operated as a separate legal entity with its own constitution and Board of Trustees.

Although UoP and UPSU are separate legal entities, UoP has a legal obligation to ensure that UPSU operates in a fair and democratic manner and is accountable for its finances. UoP and UPSU therefore work together in ensuring that the affairs of UPSU are properly conducted and to support the efficient delivery of services to UoP students to meet their educational and welfare needs. The relationship between UoP and UPSU necessarily involves the sharing of Personal Data.

The power that UoP engages to share Personal Data with UPSU is as follows:

Data is shared by virtue of the UoP's duty under section 22(1) of the Education Act 1998 which states:

## Data Sharing Agreement – UoP and UPSU (Final)

The governing body of every establishment to which this Part applies shall take such steps as are reasonably practicable to secure that any students' union for students at the establishment operates in a fair and democratic manner and is accountable for its finances (Article 6 (1) (e) UK GDPR).

Data is shared in line with UoP's legitimate interests to support the efficient delivery of services by UPSU to support the educational and welfare needs of students (Article 6 (1) (f) UK GDPR).

UPSU occupies premises leased to it by UoP ("the Premises") under a lease dated 3<sup>rd</sup> September 2019 or the most recent version of leases which may succeed it ("the Lease"). Both UoP and UPSU will work in partnership to meet their statutory obligations and fulfil all such requirements under all relevant health and safety legislation, which will include the reporting by UPSU to UoP of all accidents, incidents and near misses which occur within or, as a result of, UPSU's occupation of the Properties.

### 1. DEFINITIONS

In this Data Sharing Agreement ("Agreement") the following definitions shall apply:

**"Controller", "Processor"** shall have the meaning given to those terms in the applicable Data Protection Laws;  
**"Data Subject" and "Data Protection Officer"**

**"Data Protection Laws"** means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the Data Protection Act 2018 ("DPA") and the UK GDPR and all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO (or equivalent regulatory body) from time to time;

**"Data Processing Particulars"** means, in relation to any Processing under this Agreement:  
  
(a) the subject matter and duration of the Processing;

Data Sharing Agreement – UoP and UPSU (Final)

(b) the nature and purpose of the Processing;

(c) the type of Personal Data being Processed; and

(d) the categories of Data Subjects;

as set out in Appendices 1 -5

**"Data Subject Request"**

means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his rights under the Data Protection Laws in relation to Personal Data including without limitation: the right of access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object;

**"ICO"**

means the UK Information Commissioner's Office, or any successor or replacement body from time to time;

**"ICO Correspondence"**

means any correspondence or communication (whether written or verbal) from the ICO in relation to the Processing of Personal Data;

**"Losses"**

means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgment, interest and penalties), other professional charges and expenses, disbursements, cost of breach notification including notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;

Data Sharing Agreement – UoP and UPSU (Final)

<b>Permitted Recipients"</b>	means the third parties to whom each Party is permitted to disclose the Personal Data, as set out in Clause 6;
<b>"Personal Data"</b>	means any personal data (as defined in the Data Protection Laws) Processed by either Party in connection with this Agreement, (as such Personal Data is more particularly described in Appendix 1 ( <i>Data Processing Particulars</i> ));
<b>"Personal Data Breach"</b>	has the meaning set out in the Data Protection Laws and for the avoidance of doubt , includes a breach of Paragraph <b>Error! Reference source not found.</b> ;
<b>"Processing"</b>	has the meaning set out in the Data Protection Laws (and " <b>Process</b> " and " <b>Processed</b> " shall be construed accordingly);
<b>"Restricted Country"</b>	means a country, territory or jurisdiction outside of the European Economic Area which the EU Commission has not deemed to provide adequate protection in accordance with Article 25(6) of Article 45(1) of the UK GDPR (as applicable);
<b>"Security Requirements"</b>	means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws (including, in particular, the seventh data protection principle of the DPA and/ or the measures set out in Article 32(1) of the UK GDPR (taking due account of the matters described in Article 32(2) of the UK GDPR)) as applicable;
<b>"Sensitive Personal Data"</b>	means Personal Data that reveals such special categories of data as are listed in Article 9(1) of the UK GDPR;
<b>"Third Party Request"</b>	means a written request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulation.
<b>"UK GDPR"</b>	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

## **2 OWNERSHIP AND RESPONSIBILITIES**

2.1 As UoP and UPSU are separate legal entities, both are individually registered as Controllers with the ICO as follows:

UoP Registration Number Z7546246

UPSU Registration Number Z1253305.

2.2 This Agreement governs the sharing of UoP registered students' Personal Data between UoP and UPSU for the Purposes set out in Clause 4 and Appendices 1 -5.

2.3 UoP and UPSU are Controllers and each is separately responsible for the processing of shared Personal Data and for informing students about this processing via a Student Privacy Notice. This Agreement will be published on the UPSU website.

## **3 DATA PROTECTION**

3.1 Both Parties agree that the nature of the Processing under this Agreement is as set out in Clause 4 and Appendices 1 -5 and that the Parties shall be acting as individual Controllers when processing for this Purpose.

3.2 Notwithstanding Paragraph 3.1, if either Party is deemed to be a joint Controller with the other in relation to the Personal Data, the Parties agree that they shall be jointly responsible for the compliance obligations imposed on a Controller by the Data Protection Laws, and the Parties shall cooperate to do all necessary things to enable performance of such compliance obligations, except that each Party shall be responsible, without limitation, for compliance with its data security obligations set out in Clause 7 where Personal Data has been transmitted by it, or while Personal Data is in its possession or control;

3.3 Both Parties acknowledge and agree that the Appendices ("Data Processing Particulars") to this Agreement are an accurate description of the Data Processing Particulars and that sharing such Personal Data is not irrelevant or excessive with regard to the Purpose

Data Sharing Agreement – UoP and UPSU (Final)

3.4 The Parties have jointly agreed that sharing Personal Data in accordance with this Agreement for the Purposes is fair and lawful and meets the conditions of processing under Article 6 (1) (e), 6 (1) (c), 6 (1) (f) of the UK GDPR.

3.5 The Parties acknowledge that;

(a) the Data Protection Officer for UoP is

Academic Registrar, Fourth Floor, Nancy Astor Building

Email: [dpo@plymouth.ac.uk](mailto:dpo@plymouth.ac.uk)

(b) the Data Protection Officer for UPSU is

Deputy Chief Executive Officer

Email: [dataprotection@su.plymouth.ac.uk](mailto:dataprotection@su.plymouth.ac.uk)

3.6 Each Party shall in relation to the Processing of the Personal Data comply with its respective obligations under the Data Protection Laws.

3.7 Without limiting the generality of the obligation set out in Paragraph 3.6 in particular, each Party shall:

3.7.1 where required to do so make due notification to the ICO;

3.7.2 ensure it is not subject to any prohibition or restriction which would:

(a) prevent or restrict it from disclosing or transferring the Personal Data to the other Party as required under this Agreement;

(b) prevent or restrict it from granting the other Party access to the Personal Data as required under this Agreement; or

(c) prevent or restrict either Party from Processing the Personal Data, as envisaged under this Agreement;

## Data Sharing Agreement – UoP and UPSU (Final)

3.7.3 ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each Party to Process the Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this Agreement in accordance with the Data Protection Laws.

3.7.4 ensure that appropriate technical and organisational security measures are in place sufficient to comply with at least the obligations imposed on the Controller by the Security Requirements; and where requested provide to the other Party evidence of its compliance with such requirements promptly, and in any event within forty-eight (48) hours of the request;

3.7.5 notify the other Party promptly, and in any event within forty-eight (48) hours of receipt of any Data Subject Request or ICO Correspondence which relates directly or indirectly to the Processing of Personal Data under, or in connection with, this Agreement and together with such notice, provide a copy of such Data Subject Request or ICO Correspondence to the other Party and reasonable details of the circumstances giving rise to it. In addition to providing the notice referred to in this Clause 3.7.5, each Party shall provide the other Party with all reasonable cooperation and assistance required by the other Party in relation to any such Data Subject Request or ICO Correspondence;

3.7.6 use reasonable endeavours to notify the other Party if it is obliged to make a disclosure of any of the Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;

3.7.7 notify the other Party in writing without undue delay and, in any event, within twenty-four (24) hours of it becoming aware of any actual or suspected Personal Data Breach in relation to the Personal Data received from the other Party and shall, within such timescale to be agreed by the Parties (acting reasonably and in good faith):

- (a) implement any measures necessary to restore the security of compromised Personal Data; and
- (b) support the other Party to make any required notifications to the ICO and/or other equivalent relevant Regulator and affected Data Subjects;

3.7.8 take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data;

## Data Sharing Agreement – UoP and UPSU (Final)

3.7.9 not do anything which shall damage the reputation of the other Party or that Party's relationship with the Data Subjects;

3.7.10 not transfer any Personal Data it is processing to a Restricted Country;

3.7.11 hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than the Personal Data;

3.7.12 not disclose the Personal Data to a third party (including a sub. contractor) in any circumstances without the other Party's prior written consent, save in relation to: (i) disclosures to Permitted Recipients; and (ii) Third Party Requests. For Third Party Requests, the Party seeking to disclose the Personal Data shall use reasonable endeavours to advise the other Party in advance of such disclosure, unless that Party is prohibited by law or regulation from notifying the other Party of that disclosure, in which case it shall do so as soon as practicable thereafter (where permitted by law or regulation); and

3.7.13 at the other Party's option or direction, arrange for the prompt and safe return and/or secure permanent destruction of all Personal Data, together with all copies in its possession or control within 5 days and, where requested by the other Party certify that such destruction has taken place.

## 4 INFORMATION TO BE SHARED

4.1 UoP will provide UPSU with the Personal Data of enrolled students as contained in Appendix 1. In order for UPSU to fulfil its statutory obligations, Personal Data for students changing enrolment status part way during an academic year will continue to be shared with UPSU until conclusion of the academic year, such sharing excludes any students who have opted out in accordance with Clause 10 of this Agreement.

4.2 The Parties may also share the Personal Data of individuals in the following situations:

4.2.1 where necessary UPSU will provide UoP with the Personal Data of individuals as contained in Appendix 2 as required to report all accidents, incidents and near misses which occur within or as a result of UPSU's occupation of the premises leased to it by UoP ("the Properties"), such incidents to be reported via UoP's OSHENS system.

## Data Sharing Agreement – UoP and UPSU (Final)

4.2.2 the Parties may share Personal Data where necessary in relation to security incidents or other safeguarding concerns which may include CCTV footage as detailed in Appendix 2 for purposes of undertaking an investigation or for the wellbeing and safeguarding of the University community.

4.2.3 UPSU Sabbatical Officers are authorised to sit on a major misconduct panel under the University's Student Disciplinary Procedure where relevant Personal Data referred to in the hearing will be shared with them as detailed in Appendix 3.

4.2.4 the UPSU Advice Centre provide support to students and may share certain Personal Data with the University with the consent of the student or where required to do so by law as detailed in Appendix 4.

4.2.5 UPSU and UoP may work together on projects relating to improving the student experience, employability, student opportunities and graduate outcomes in order to inform the development of wider UPSU and UoP services and support as detailed in Appendix 5.

## 6 DATA PROCESSOR

6.1 The Parties agree and acknowledges that the other Party may use a third party as a Processor to process data on their behalf. Each Party warrants that at all times it will have in force a valid written contract with a Processor containing provisions equivalent to those set out in this Agreement and particularly provisions that comply with the requirements set out in Articles 28 and 32 UK GDPR.

6.2 UoP will electronically transfer Personal Data set out in Appendix 1 using a secure file sharing system. This transfer will ensure that UPSU holds up to date Personal Data at any given time and enable UPSU to immediately cease processing where a student opts out as per Clause 10 of this Agreement.

6.3 Each Party is responsible for Personal Data transferred from the other Party.

6.4 In the event, a Party changes its Processor to a new supplier, the Parties agree that the obligations in Clause 6.1 to 6.5 shall apply to the incoming supplier.

## Data Sharing Agreement – UoP and UPSU (Final)

6.5 In addition, in such an event, each Party agrees to notify the other Party's DPO as specified in clause 3.5 (a), immediately in writing the following:

- (a) Details of the new supplier, and
- (b) Confirmation that clause 6.1 has been met with the new supplier

## 7 DATA SECURITY

7.1 Both UoP and UPSU warrant that all Personal Data shared under this Agreement will be kept secure and protected against unauthorised access, use or disclosure. In particular, information about identifiable students or individuals will only be made accessible to individuals who require access for the purposes as specified in Clause 3.1.

7.2 If either Party becomes aware of any potential data breach which involves data shared by the other, each Party agrees to notify the other immediately to the contact details set out in Clause 3.7.

## 8. CONDITIONS

8.1 With regard to the use of shared Personal Data, UPSU warrants that it will ensure:

8.1.1 Compliance with the Data Protection Laws.

8.1.2 Any employee of UPSU or its Processor is fully aware of the Data Protection Laws and its principles before any processing of UoP student data is undertaken.

8.1.3 Any Processor used by UPSU has security policies and procedures that ensure compliance with Article 32 and Clause 7 of this Agreement.

## 9. RESTRICTIONS

9.1 Any Personal Data provided by UoP to UPSU shall not be disclosed to any third party without the express written approval of UoP except for the Permitted Recipients.

9.2 Should the data need to be released to a Processor, each Party warrant that at all times it will have in force a valid written contract with the Processor that complies with the requirements of Art 32 UK GDPR and expressly prohibits the use of the data for any purpose other than that in Clause 3.1 and obliging the Processor to comply with the conditions of Clause 7 of this Agreement.

9.3 Any data provided by UoP to UPSU shall not be used by organisations and individuals other than UPSU for the purposes of providing marketing services.

9.4 Information sent to students relates directly to the operational activities of UPSU or to products and services provided to UPSU, which are of genuine benefit to students.

9.5 Students are given an option in each mailing to opt out of future mailings.

## 10 OPT OUT RIGHTS

10.1 UoP will ensure that all enrolling/re-enrolling students are given appropriate information about data sharing including a right to opt out of the sharing for the Purposes set out in this Agreement. This will be communicated by way of UoP's Enrolment Process and Student Privacy Notice.

10.2 UPSU are required to maintain a readily accessible and easy to use mechanism for students to opt out of having their Personal Data processed by UPSU at any time.

10.3 If a student notifies UoP that they wish to opt out of their Personal Data being shared with UPSU, UoP will notify UPSU and their Personal Data will no longer be included in the transfer.

10.4 Where a student exercises their right to opt out of UPSU membership, after their personal data has been shared with UPSU, UPSU will ensure that it or any Processors working on its behalf, destroy and cease processing any Personal Data already received without delay.

**11 RETENTION**

11.1 As Controller, UPSU is responsible for ensuring that it operates an appropriate data retention policy and shall ensure that any Personal Data transferred under this Agreement is not kept for longer than is necessary to perform the processing for which it was collected under Clause 3 of this Agreement.

**12. REVIEW**

12.1 This Agreement is to be reviewed annually to ensure that it continues to reflect the requirements of Data Protection Laws the Purposes remain valid and ensure fairness to students. If no changes are required, it may be re-confirmed by e-mail. In exceptional circumstances where urgent and necessary changes are required, an additional review may occur.

12.2 UPSU acknowledge that UoP may suspend and/or terminate the provision of data at any time, with or without notice, where UoP acting reasonably considers that the safeguards for Personal Data are not adequate or adequately implemented to protect the individual rights of its students.

12.3 Nothing in this Agreement will limit or restrict either UoP or UPSU's obligation to ensure compliance with the Data Protection Laws in relation to data where they are the Controller.

**13 VARIATION**

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

**14. INDEMNITY**

14.1 The Parties undertake to indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of this Agreement, except to the extent that any such liability is excluded under Clause 15.

## 15. **LIMITATION OF LIABILITY**

15.1 Neither party excludes or limits liability to the other party for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by negligence;
- (c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any matter for which it would be unlawful for the parties to exclude liability

15.2 Subject to clause 15.1, neither party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- (a) any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
- (b) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- (c) any loss or liability (whether direct or indirect) under or in relation to any other contract

## 16. **THIRD PARTY RIGHTS**

16.1 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.

## 17. **NO PARTNERSHIP OR AGENCY**

17.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

**18. GOVERNING LAW**

18.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.



**Signed**

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**Gavin Douglas**

**University Secretary and Registrar**

**University of Plymouth**



**Signed**

.....

**Sarah Davey**

**Chief Executive**

**University of Plymouth Students' Union**

**Appendix 1**

<p><b>The Subject Matter and Duration of the Processing</b></p>	<p>The parties work closely together to fulfil UOP’s duty under <u>S22 (1) Education Act 1998</u> and to assist the efficient delivery of services in order to support the educational and welfare needs of students. They consider this data sharing initiative necessary in order to fulfil the following:</p> <p>For UPSU to meet its charitable objectives which are as follows:</p> <p>(a) Promoting the interests and welfare of students at the UoP during their course of study and representing, supporting and advising members;</p> <p>(b) Being the recognised representative channel between students and UoP and any other external bodies, and</p> <p>For UoP to meet its duties and obligations towards enrolled students</p>
<p><b>The purpose of the Processing (“Purpose”)</b></p>	<p>The parties work closely together to fulfil UOP’s duty under <u>S22 (1) Education Act 1998</u> and to assist the efficient delivery of services in order to support the educational and welfare needs of students. They consider this data sharing initiative necessary in order to fulfil the following:</p> <p>For UPSU to meet its charitable objectives which are as follows:</p> <p>(a) Promoting the interests and welfare of students at the UoP during their course of study and representing, supporting and advising members;</p> <p>(b) Being the recognised representative channel between students and UoP and any other external bodies, and</p>

Data Sharing Agreement – UoP and UPSU (Final)

	<p>For UoP to meet its duties and obligations towards enrolled students</p> <p>UPSU agrees only to process Shared Personal Data shared by UoP, for the following purposes:</p> <ul style="list-style-type: none"> <li>(a) Administration of democratic processes</li> <li>(b) Administration of clubs, societies, volunteering, representative roles and other student opportunities</li> <li>(c) Generation of demographic reports</li> <li>(d) Verification and administration of tickets and product sales</li> <li>(e) Administration of door entry systems</li> <li>(f) To allow email communication between UPSU and its members</li> <li>(g) To allow email communication between clubs and societies members where no emails are visible to the sender</li> <li>(h) For the purposes of collecting and analysing student feedback through surveys and polls</li> </ul>
<p><b>The Nature of the Processing</b></p>	<p>Under this Agreement UOP will provide UPSU with the following Personal Data:</p> <ul style="list-style-type: none"> <li>a) Student name</li> <li>b) Card / student number</li> <li>c) UOP email address</li> <li>d) Home address</li> <li>e) Nationality</li> </ul>

Data Sharing Agreement – UoP and UPSU (Final)

	<ul style="list-style-type: none"> <li>f) Sex</li> <li>g) Age</li> <li>h) Student type (Full-time, part-time)</li> <li>i) Study Location</li> <li>j) Year of study</li> <li>k) Course name</li> <li>l) Department</li> <li>m) Faculty</li> <li>n) Mode of Study</li> </ul>
<p><b>The categories of Data Subject</b></p>	<p>Students and former students of the University of Plymouth</p>

**Appendix 2**

<b>The Subject Matter and Duration of Processing</b>	Details of individuals involved in all accidents, incidents and near misses and any security or safeguarding incidents or concerns
<b>The Purpose of the Processing</b>	<p>To fulfil the requirement for UPSU to report to UOP details of all accidents, incidents and near misses which occur within or, as a result of, UPSU’s occupation of the Properties.</p> <p>To enable the Parties to ensure the safety of the University premises and the wellbeing and safeguarding of the University community</p>
<b>The Nature of the Processing</b>	<p>Contact details of individuals, description of accident, incident or near miss, injuries,</p> <p>CCTV, security incident or safeguarding reports</p>
<b>The Categories of Data Subject</b>	Any individual involved in an accident, incident (including security incident) , near miss or safeguarding concern which could include, staff, students, volunteers and members of the public

**Appendix 3**

<b>The Subject Matter and Duration of Processing</b>	Details of individuals involved in major misconduct panel hearings
<b>The Purpose of the Processing</b>	To fulfil the requirements for UPSU representation on major misconduct panels
<b>The Nature of the Processing</b>	Individuals' Personal Data contained in the panel pack relating to the investigation which may include incident details, witness statements, correspondence, CCTV, relevant documents and evidence.
<b>The Categories of Data Subject</b>	The relevant individuals involved in a major misconduct panel hearing

**Appendix 4**

<b>The Subject Matter and Duration of Processing</b>	Students seeking support and advice in issues raised with the University
<b>The Purpose of the Processing</b>	To provide support to students
<b>The Nature of the Processing</b>	To enable UPSU Advice Team to support the student in progressing matters with the University
<b>The Categories of Data Subject</b>	Students requiring advice or support

**Appendix 5**

<p><b>The Subject Matter and Duration of Processing</b></p>	<p>Details of individuals involved in SU representative or engagement activities, including paid or voluntary representative role, participation in student group or other UPSU supported, student-led engagement activity, other paid or voluntary leadership role within UPSU.</p> <p>Shared on an annual basis</p>
<p><b>The Purpose of the Processing</b></p>	<p>To analyse data regarding student opportunities and relationship to graduate outcomes. To inform the development of UPSU and UoP services and wider student experience.</p>
<p><b>The Nature of the Processing</b></p>	<p>UPSU will provide UOP with names and student numbers of individuals holding representative or leadership roles and that participate in UPSU supported, student-led activities</p>
<p><b>The Categories of Data Subject</b></p>	<p>Current students of the University of Plymouth involved in the specified activities.</p>