

DATA SHARING AGREEMENT

THIS AGREEMENT dated 21 day of December 2016 is made by and **BETWEEN:**

- 1) **UNIVERSITY OF DURHAM** a body incorporated in England and Wales by Royal Charter with registration number RC000650 whose principal offices are at the Palatine Centre, Stockton Road, Durham, DH1 3LE ("University"); and
- 2) **DURHAM STUDENTS' UNION** a private company limited by guarantee with Company No. 07689815, whose registered office is at Dunelm House, New Elvet, Durham, DH1 3AN ("Students' Union").

1. OVERVIEW

- 1.1 This Agreement applies to the provision of students' personal information, including personal data ("Student Data") as defined in the Data Protection Act 1998 ("DPA"), by the University to the Students' Union and sets out the purposes for which that Student Data may be used.

2. USE OF STUDENT DATA BY STUDENTS' UNION

- 2.1 The University agrees to transfer Student Data to the Students' Union for the following purposes only:

- Administration of elections
- Administration of Students' Union clubs and societies
- To generate demographic reports
- To verify students' identities
- To facilitate the purchase of tickets for events and memberships of clubs and societies
- Administration of activities in support of the objectives of the Students' Union
- To allow reasonable and non-disruptive levels of email communication between the Students' Union and its members
- To allow email communication between members of its clubs and societies, on the basis that recipients' email addresses are not made directly available to club and society officers or their representatives

- 2.2 The Students' 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 by the University. 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 7 of this Agreement.

3. STUDENT DATA TO BE SHARED

- 3.1 The University will provide the Students' Union with the following Student Data:
 - Forename

- Surname
- Date of Birth
- University email address
- Expected leave date
- College
- Year of Study
- Undergraduate/Postgraduate
- Department/Programme

- 3.2 No sensitive personal data as defined by the DPA will be transferred to the Students' Union by the University.
- 3.3 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 Students' Union as set out in Clause 7 of this Agreement.

4. TRANSFER OF STUDENT DATA

- 4.1 The University will only disclose Student Data to the Students' Union in cases where a student has not exercised his or her right to opt out of the transfer.
- 4.2 Student Data will be provided via regular secure electronic transfer to the following nominated individuals: the Chief Executive of the Students' Union; the registered Data Protection Officer at the Students' Union; and the Students' Union Information and Systems Coordinator.
- 4.3 The Students' Union agrees to regularly review the users in Clause 4.2 to take into account any role changes and turnover of staff to ensure that access is tightly controlled and relevant.
- 4.4 The Students' Union shall allow access to the University at any time and upon reasonable notice given to inspect the Union's security systems and process in respect to the handling of the Student Data.
- 4.4 NUS Services Limited will act on behalf of the Students' Union to obtain process and store Student Data in cooperation with the University.

5. CONDITIONS FOR THE PROCESSING OF STUDENT DATA

- 5.1 With regards to the use of Student Data, the Students' Union will ensure that it will 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.
- 5.2 The Students' Union will ensure that any data processor it uses has policies and procedures in place that ensure compliance with the eight data protection principles as set out in the DPA.
- 5.3 The Students' Union will ensure that it will comply with the University's Data Protection Policy and Procedures as provided to the Students' Union.

6. RESTRICTIONS ON THE USE OF STUDENT DATA

- 6.1 Student Data provided by the University to the Students' Union must only be used for the purposes set out in Clause 2.1, unless data subjects provide consent directly to the Students' Union indicating that it can be used in other ways.
- 6.2 Student Data provided by the University to the Students' Union will not be passed to any third party without the express written consent of the data subject(s) concerned, except where the Student Data is released to a data processor (as defined by the DPA) for the purpose of providing a service to the Students' Union or on its behalf, in which case the Students' Union will as required by the DPA, ensure that it has a written contract with the data processor which states:
- 6.2.1 the data processor must only act on the Students' Union instructions when processing the Student Data; and
- 6.2.2 the data processor must ensure it complies with the same conditions as set out in Clause 6 of this Agreement.

7. DATA SUBJECTS' RIGHT TO OPT OUT OF THE TRANSFER

- 7.1 Data subjects have the right to opt out of the transfer of their personal data to the Students' Union. Data subjects will be given information about the transfer at the time of enrolment in the University and informed how to opt out before the transfer takes place. Data subjects may at any time opt out via the same process at any point during the academic year.
- 7.2 Where a data subject notifies the University that they object to their Student Data being shared with the Students' Union then their Student Data will not be included in the current transfer or future transfers.
- 7.3 Where a data subject opts out, the Students' Union and any data processors working on behalf of the Students' Union will ensure that the relevant Student Data provided by the University is, as soon as reasonably practicable, destroyed and no longer processed.
- 7.4 The Students' Union will maintain a readily accessible and easy-to-use mechanism to enable data subjects at any time to opt out of any processing carried out by the Students' Union involving their Student Data.

8. TERMINATION

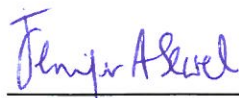
- 8.1 The University reserves the right to terminate this Agreement with immediate effect if it considers that the Student Data is being misused or if it considers that any other aspect of this Agreement is not being complied with to its reasonable satisfaction.

9. GOVERNING LAW

- 9.1 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 and on behalf of:

University of Durham



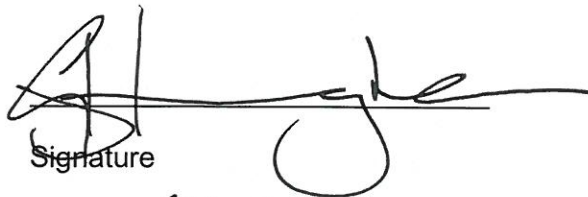
Signature

Name: Jennifer Sewel

Position: University Secretary

Date: 20.12.2016

Durham Students' Union



Signature

Name: GARETH HUGHES

Position: CHIEF EXECUTIVE

Date: 21 December 2016.