



**DATED**

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(1) **LIVERPOOL JOHN MOORES UNIVERSITY**

(2) **LIVERPOOL STUDENTS' UNION**

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**Data Sharing Agreement**

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**THIS AGREEMENT** is dated

**PARTIES**

- (1) **LIVERPOOL JOHN MOORES UNIVERSITY** WHOSE PRINCIPLE OFFICE IS AT [ADDRESS] (“**the University**”); and
- (2) **LIVERPOOL STUDENTS’ UNION LIMITED** (company number 07702161) whose registered office is at [ADDRESS] (“**LiverpoolSU**”).

**1. Overview**

- 1.1 The following agreement governs the transfer of students’ personal information, including personal data (as defined in the Data Protection Act 1998 (“**Act**”) (“**Student Data**”), by the University to LiverpoolSU and explains the purposes for which that Student Data may be used. The agreement sets out obligations to ensure adequate protections and safeguards are in place to protect the processing of personal data by LiverpoolSU in accordance with the Act.
- 1.2 The University will transfer Student Data to LiverpoolSU. LiverpoolSU will use the Student Data as identified in Clause 2 but will also upload the Student Data to NUS Media Limited. NUS Media Limited will use this Student Data to provide an online system for communicating with students and running student Union elections.
- 1.3 LiverpoolSU has agreed to ensure NUS Media Limited act as the data processor and are bound by a data processing agreement.

**2. How Student Data will be used by LiverpoolSU**

- 2.1 LiverpoolSU will use the Student Data for the following purposes only:
  - 2.1.1 administration of elections and polls (as may be authorised by the University)
  - 2.1.2 to generate demographic reports
  - 2.1.3 to verify students’ identities
  - 2.1.4 to allow email communication between LiverpoolSU and its members
  - 2.1.5 to allow postal communication between LiverpoolSU and its members

**3. Student Data to be shared**

3.1 *Currently shared:* The University will continue to provide LiverpoolSU with the following Student Data: Forename, Middle Name, Surname, LJMU student email address, Pre-term time Postal Address.

3.2 *Required:* Additionally, the University will provide LiverpoolSU with the following Student Data, for the uses detailed below:

Data	Use
<ol style="list-style-type: none"> <li>1. LJMU Student ID Number</li> <li>2. Forename</li> <li>3. Middle Name</li> <li>4. Surname</li> <li>5. Flag mature students</li> <li>6. LJMU email address</li> <li>7. Home and term time address</li> <li>8. Nationality</li> <li>9. Programme of study</li> <li>10. Mode of Study</li> <li>11. Location of Study</li> <li>12. Year of Study</li> <li>13. Department and Faculty</li> </ol>	<ul style="list-style-type: none"> <li>• Monitoring which students are/are not taking part in our democratic processes</li> <li>• Monitoring which students are/are not taking part in our Clubs &amp; Societies</li> <li>• Targeted communication to groups who do not rate us highly in the NSS</li> <li>• Targeted recruitment of and communication with students from under-represented groups</li> </ul>

3.3 *Requested:* The University will also provide LiverpoolSU with the following student data, for the uses detailed below:

Data	Use
<ol style="list-style-type: none"> <li>1. Gender</li> </ol>	<ul style="list-style-type: none"> <li>• Monitoring which students groups are/are not taking part in our democratic processes (based on Gender)</li> <li>• Monitoring which students are/are not taking part in our Clubs &amp; Societies (based on Gender)</li> <li>• Targeted communication to groups who do not rate us highly in the NSS (based on Gender)</li> <li>• Targeted recruitment of and communication with students from under-represented groups (based on Gender/)</li> <li>• Offering alternative, convenient methods of communication to students.</li> </ul>

- 3.3 In all instances, the University will provide Student Data for current students only and will exclude any students who have opted out of having their data shared with LiverpoolSU.

**4. Information provision**

Student Data will be provided via daily, secure electronic transfer. The transfer will ensure that LiverpoolSU will hold up-to-date information at that time and ensure that the details of any students who opt out from their data being transferred are not processed further.

**5. Data transfer**

- 5.1 LiverpoolSU will upload the Student Data it receives from the University to the online system for communicating with students and running student union elections provided by NUS Media Limited. NUS Media Limited will act on behalf of LiverpoolSU to process and store Student Data.

**6. Conditions for the processing of Student Data**

- 6.1 With regard to the use of Student Data, LiverpoolSU shall ensure:
- 6.1.1 it complies with the University's Data Protection Policy and procedures in addition to any legal requirements and LiverpoolSU's own Data Protection Policy;
  - 6.1.2 it complies at all times with the requirements of the eight data protection principles and other provisions of the Act (as if it were the data controller) and shall perform its obligations under this agreement in such a way as to ensure that the University does not or is not likely to breach any of its obligations under the Act;
  - 6.1.3 it complies with all reasonable requests by the University (and/or its auditors, internal or external, and/or representatives subject to reasonable and appropriate confidentiality undertakings being given by the University's auditors or representatives and reasonable notice) to inspect and audit the LiverpoolSU data processing activities, facilities, processes and procedures, documents, resources and equipment (and/or those of its auditors, internal or external, and/or representatives access to their premises) to all of the that it occupies (or other locations at which any Student Data is being held and/or processed at that time) to enable such inspection and/or audit to be carried out.
  - 6.1.4 it does not respond to any request for information (including personal data) received by it under the Freedom of Information Act 2000 (or similar or equivalent legislation relating to freedom of information and in force in the

jurisdiction to which it is subject) that it holds on behalf of the University (including personal data) under this Agreement without consultation with the University.

- 6.1.5 That it has policies and procedures in place that ensure compliance with the eight data protection principles set out in the Act.
- 6.1.6 Student data will only be kept for as long as the student remains at the University and data will be securely and confidentially deleted/destroyed on termination of the student relationship.
- 6.1.7 That the Union has processes in place to provide access to the individual student's information on request by the student, and that all such requests are notified to the University's Data Protection Officer.

## **7. Insurance Cover**

LiverpoolSU shall hold and ensure that it continues to hold throughout the term of this Agreement a satisfactory level of and appropriate insurance cover with a reputable insurer to cover the obligations to the University under this Agreement, including without limitation, public liability cover of at least five million pounds sterling. LiverpoolSU will disclose to the University satisfactory evidence of such insurance (including the amount and type of cover effected) and payment of current premiums as soon as reasonably practicable upon request by the University.

## **8. Restriction on transfer outside the European Economic Area (EEA)**

- 8.1 In processing personal data on behalf of the University LiverpoolSU shall not process personal data outside the EEA.

## **9. Restrictions on the use of information**

- 9.1 LiverpoolSU will comply with the individuals' stated preferences when they use the LiverpoolSU Unioncloud website to activate their account.
- 9.2 The Student Data provided by the University to LiverpoolSU shall not be passed to any third party without the express consent of the individual(s) concerned, except where the information is released to a data processor to host LiverpoolSU's website, in which case LiverpoolSU shall ensure that that NUS Services Limited and NUS Media Limited and any other data processor is contractually restricted from using the data for any other purposes other than those given in clause 2.1.1.
- 9.3 The Union will have appropriate processes in place to ensure any breach or potential breach of data or security is investigated and reported to the University **as soon as it occurs.**

## **10. Student Membership opt out rights**

10.1 The following opt out procedures shall be in place:

10.1.1 if a student notifies the LiverpoolSU that they do not wish to be a Member of LiverpoolSU then LiverpoolSU will inform the University without delay of the student's opt out, so that their Student Data will no longer be included in the transfer;

10.1.2 where a student opts out of Membership, LiverpoolSU, shall ensure that the relevant Student Data is without delay confidentially destroyed and no longer processed; and

10.1.3 LiverpoolSU shall maintain a readily accessible and easy-to-use mechanism for students to opt out of being a Member of LiverpoolSU.

## **11. Student Communications opt out rights**

10.1 The following opt out procedures shall be in place:

10.1.1 if a student notifies the University that they object to their Student Data being shared with LiverpoolSU then their Student Data will no longer be included in the transfer;

10.1.2 where a student opts out LiverpoolSU, shall ensure that the relevant Student Data is without delay destroyed and no longer processed; and

10.1.3 LiverpoolSU shall maintain a readily accessible and easy-to-use mechanism for students to opt out of having their Student Data being processed by LiverpoolSU at any time.

## **12. 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.

**13. This Agreement will be reviewed on an annual basis in conjunction with the University's Data Protection Officer or as and when new legislation comes into effect.**

**Executed** in the manner set out below on the date hereof.

**Signed** for and on behalf of

**THE LIVERPOOL JOHN MOORES UNIVERSITY**

by a duly authorised representative

Signature



Name

Position

Date

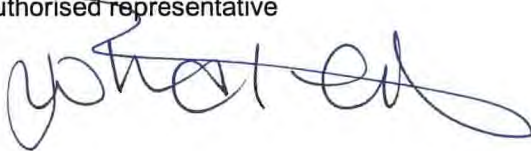
10/10/16

**Signed** for and on behalf of

**LIVERPOOL STUDENTS' UNION**

by a duly authorised representative

Signature



Name

Position

Date

10/10/16

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