

Data Sharing and Data Processing Agreement between Wrexham Glyndŵr University and Wrexham Glyndŵr Students' Union.

1. Overview

- 1.1. The following agreement governs the provision of registered students' personal data by Wrexham Glyndŵr University (from here on "the University") to Wrexham Glyndŵr Students' Union (from here on "the Union") and identifies the purposes for which that data may be used.
- 1.2. In this agreement "data controller", "data processor", "personal data" and "sensitive personal data" shall have meanings as defined by the Data Protection Act 2018 (DPA).
- 1.3. Both the University and Union are, individually, registered as data controllers with the Information Commissioner's Office. Both organisations shall be data controllers in common of any student personal data shared. This means that each will be separately responsible for its own processing, and for ensuring that students' personal data is processed only for the purposes described in the University's Student Privacy Statement, or by subsequent agreement directly with the student.

2. How students' personal data will be used by the Union

- 2.1. To ensure that a students' membership is recognised and they can vote in SU elections as per the 1994 Education Act, every students data will be shared with the Students' Union for this purpose.
- 2.2. For the purpose of marketing contact from the students' union, students will opt in to this at the point of enrolment.
- 2.3. The Union will only use the personal data for the following purposes:
 - 2.3.1. Administration of elections
 - 2.3.2. Administration of the Union's clubs and societies
 - 2.3.3. Generation of demographic reports
 - 2.3.4. Verification of student identity
 - 2.3.5. General membership administration
 - 2.3.6. To allow email communication between the Union and its members
 - 2.3.7. To allow email communication between its clubs and society members

3. Information to be shared

3.1. The University will provide the Union with the following registered student data from its student information database:

- 3.1.1. Student ID number
- 3.1.2. Forename
- 3.1.3. Middle name
- 3.1.4. Surname
- 3.1.5. University email address
- 3.1.6. Programme of study
- 3.1.7. Mode of study
- 3.1.8. Location of study
- 3.1.9. Year of study
- 3.1.10. Faculty

3.2. No sensitive personal data will be transferred between the University and Union.

3.3. The University will provide data for registered current students only.

4. Information provision

4.1. Student information will be provided via a regulated 'read only' view of the student records system to agreed Union staff members.

5. Data transfer and security

5.1. Both the University and Union 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 will only be made accessible to individuals who necessarily need access to that information for the specified purpose. If the Union becomes aware of any potential data breach of security which involves data owned by the University, it must be raised with the University immediately.

5.2. One Voice Limited (Via NUS Digital Union Cloud) will act as a data processor on behalf of the Union to obtain data directly from the University. The personal data will be transferred to One Voice Limited electronically using a secure file sharing system with the latest security measures.

6. Conditions for the processing of student personal data

6.1. With regard to the use of students' personal data, the Union shall;

- 6.1.1. Ensure compliance with the General Data Protection Regulation (GDPR);
- 6.1.2. Ensure compliance with the University data protection policy;
- 6.1.3. Ensure that any employee of the Union or its data processes who process student personal data are fully aware of the GDPR regulations and its principles before processing begins; and
- 6.1.4. Ensure that any data processor in the Union has security policies and procedures ensuring compliance with GDPR
- 6.2. Any data breach that occurs as a direct result of action by the Union or third parties acting on their behalf, shall result in the Union being liable in law for any consequences.

7. Restrictions on the use of information

- 7.1. The information provided by the University to the Union shall not be passed to any third party without the express approval of the University.
- 7.2. Should the information be released to a data processor to host the Union's website, the Union shall ensure that the data processor is contractually:
 - 7.2.1. Restricted from using the data for any other purposes other than those given under paragraph 2.1; and
 - 7.2.2. Obligated to comply with the conditions under paragraphs 6.1 and 6.2
- 7.3. Students shall be given a clear opportunity in each mailing to opt out of future mailings.
- 7.4. Information sent to students shall relate directly to the operational activities of the Union or to products and services provided by the Union which are of genuine benefit to students.

8. Student opt out rights

- 8.1. All students are invited to give positive consent to the receipt of marketing information from the Union and the Union will not engage in sending students marketing information unless this 'opt-in' consent has been given.
- 8.2. The following opt out procedures shall be in place:
 - 8.2.1. A student can opt out of marketing from the Union at enrolment and at any time throughout the year by unsubscribing to Union mailings.
 - 8.2.2. How to opt out of membership of the Union is laid out in the Students' Union bye-laws.

8.2.3. Where a student opts out; the Union or any data processors working on behalf of the Union shall ensure that their personal data is destroyed and no longer processed without delay.

9. Retention of data

9.1. Personal data must only be kept for the length of time necessary to perform the procession for which it was collected. This applies to both electronic and non-electronic personal data. The Union will ensure that it adheres to the University records retention policies for student personal data. The University through its data sharing will stop sending student information to the Union once a student ceases study at Glyndŵr.

10. Review and publication

10.1. This agreement is to be reviewed annually between 1st June and 31st July. If no changes are required, reconfirmation may be by email. It may also be reviewed at other times if necessary to add a new type of data processing or to make other urgent changes.

10.2. This agreement may be published on the University and Union websites.

1st August 2018

Leonna Messiter

Data Protection Officer

Wrexham Glyndŵr University



1st August 2018

Sarah Ellis

Chief Executive

Wrexham Glyndŵr Students'

Union

Limited

