

Middlesex University and Middlesex University Students' Union

Data Sharing Agreement

1. Overview and purpose

- 1.1 This Data Sharing Agreement forms part of the Memorandum of Understanding between Middlesex University ('the University') and Middlesex University Students' Union ('MDXSU'). The Agreement governs the provision of students' personal information by the University to MDXSU and explains the purposes for which that information may be used.
- 1.2 The University and MDXSU are responsible for the provision of services and support to the University's students. In order to ensure the efficient delivery and evaluation of these services it is necessary to share limited personal information about students. The type of personal information to be shared, and the specific purposes which will apply to MDXSU processing of student personal information it receives from the University, is set out in further detail sections 2 and 3 below.
- 1.3 The University's Privacy Notice, which is made available at enrolment, informs students of the information that will be shared, and states the following in relation to the sharing of student's personal data with MDXSU:

'For the administration of the Union and its clubs/societies, administration of elections and student representation and communication to students to promote Union services and events. For further information please see the MDXSU privacy notice.'

- 1.4 MDXSU shall maintain a mechanism for students to opt out of having their personal information being processed by MDXSU at any time. In order to opt out of membership of their Students' Union, students should email mdxsu@mdx.ac.uk.
- 1.5 This Agreement relates to all routine sharing of student personal data. Ad hoc requests and responses for personal information or similar statistical data are not detailed in this Agreement. The sharing of student personal information which is outside of the scope of this Agreement, must be authorized by the Academic Registrar in consultation with the Information Governance Officer, and the MDXSU Deputy Chief Executive and Communications & Manager as appropriate.
- 1.6 The University and MDXSU are both registered as Data Controllers with the Information Commissioner's Office (ICO) and each organisation will retain full 'ownership' of their own data. However, any shared data is subject to the requirements of this Agreement as well as the Data Protection Act 1998 and the new Data Protection Act, when it becomes the law in 2018, incorporating into UK law, the General Data Protection Regulations (EU) 2016/679. Any references to **Data Protection Legislation** below will as applicable mean the Data Protection Act 1998 and the new Data Protection Act when it is enacted.

- 1.7 MDXSU and the University, acknowledge that in relation to the sharing and processing of student's personal information in accordance with this Data Sharing Agreement, both organisations must comply with the data protection principles, including the principle of lawful, fair and transparent processing. Consistent with this principle, the University will only share student personal information with MDXSU if it is satisfied that relevant ground(s) for processing, specified in the Data Protection Legislation, applies.
- 1.8 The University and MDXSU expect that if the student personal information is not sensitive personal data/sensitive processing, within the meaning of the Data Protection Legislation, the most likely basis for sharing student personal information with MDXSU will be:
Either
- (i) The student has given consent to the processing; or
 - (ii) The processing is necessary for compliance with a legal obligation to which the University is subject, or to which MDXSU is subject ;
 - (iii) The processing is necessary for the purposes of legitimate interest pursued by the University or MDXSU. The University and MDXSU acknowledge that processing on the basis of legitimate interest is subject to not undertaking processing which will prejudice the rights, and freedoms or legitimate interests of the student.
- 1.9 In the case of student personal information, which is specified in the Data Protection Legislation as sensitive personal data/sensitive processing, the University expects that the applicable ground for processing such personal information will be student consent.
- 1.10 In the event that the University transfers any specific student personal information to MDXSU on the basis of any other relevant grounds, under the Data Protection Legislation, which are not specified in sections 1.8 and 1.9 above, the University will notify MDXSU of such other ground.
- 1.11 MDXSU and the University agree to the specific restrictions on use of student personal information set out under section 5 below.

2. Personal information to be shared

- 2.1 The University will share the following information for enrolled students:

- Student ID, IT User ID
- Title
- Last Name
- First Names
- Date of Birth
- Gender
- Student's University Email Address
- Residential Category
- Post Code
- Programme name and faculty/school

- Student Campus Location
- Academic Year
- Current Year/Level of Study
- Admit Term, start and end dates
- Mode of attendance (Full time, part time, sandwich etc.)
- Enrolment status

2.2 In the transfer of student personal information between the University and MDXSU, no sensitive processing of student personal information will occur, unless it is necessary for the Students' Union to operate its Advice Service. Sensitive processing means:

- (i) Processing revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership;
- (ii) Processing of genetic data for the purpose of identifying an individual
- (iii) Processing of biometric data for the purpose of identifying an individual
- (iv) Processing of data concerning health
- (v) Processing of data concerning an individual's sex life or sexual orientation; Processing of personal data relating to the commission or alleged commission of an offence by an individual, or processing for an offence committed or alleged to have been committed by an individual.

2.3 The University will provide data for current students and students who are still eligible to use the MDXSU Advice Service. This may also include *Academic progress including module outcomes, progression and qualifications awarded* if necessary for the purpose that the Advice Service is being accessed by the student.

3. The purposes for which the personal information will be processed

3.1 The MDXSU will process the personal information for the following purposes only:

- The administration of MDXSU elections
- The administration of student representation on University committees, panels, boards and other representative bodies
- The administration of MDXSU services and opportunities
- Verification of student identity
- Generation of impact reports and evaluations
- Communication between MDXSU and its members regarding events, opportunities and services (both by MDXSU and its partners)
- Communication between the National Union of Students (NUS) and members of MDXSU
- Communication between student groups and their members
- Communication relating to advice services for students

4. Provision of information

4.1 Shared data will be manually accessed and downloaded via MISIS by specified staff within the Students' Union, with the view of automated data feed being introduced with UnionCloud in the near future to replace this process. This live link would ensure

data is as accurate and up to date as possible, and that details are removed without delay if the student opts out of any consent they have given to their personal data being shared by the University with MDXSU. MDXSU must ensure that all requests for data are made through the MISIS Central Unit (MCU) and that MCU continue to provide authorisation for the data transfer.

4.2. The University and MDXSU acknowledge and agree the following conditions in relation to the processing of student personal information:

- (i) it must not be processed for any purpose other than as explicitly set out in this Agreement, or otherwise in accordance with other lawful purposes agreed by the authorized representatives' of the University and MDXSU in writing;
- (ii) it must be accurate, adequate, relevant, not excessive;
- (iii) it must be kept no longer than is necessary for the purpose for which it is processed and the conditions on retention in section 6 will apply;
- (iv) appropriate security measures (both technical and organizational) must be in place to address risks that arise from processing personal data. Such risks include but are not limited to accidental, or unauthorized access to, or destruction, loss use, modification or disclosure of personal information;
- (v) that the respective staff of each organization involved in handling the student personal data are aware of the confidential nature of the personal information, have undertaken appropriate training relating to data protection law and are aware of the terms of this Agreement.

5. Restrictions on the use of information

5.1 The information provided by the University to MDXSU shall not be passed to any third party, without the express consent of the individual(s) concerned, except under the following conditions:

- 5.1.1 Where MDXSU has obtained the specific permission from the Academic Registrar on behalf of the University.
- 5.1.2 Where the information is shared with NUS who provide the software and host the MDXSU database. MDXSU shall ensure that NUS is contractually prohibited from using the data for any other purpose and has security policies and procedures that ensure compliance with the data protection principles under the Data Protection Legislation. MDXSU shall at the request of the University provide the University with a copy of the data protection provisions included in its contract with NUS. MDXSU shall implement any reasonable instructions that the University may give in relation to amending such contractual provisions for the purpose of ensuring that such terms are consistent with MDXSU complying with this Agreement;
- 5.1.3 Where student personal information, falling within the scope of this Agreement, is processed by any subcontractor's employed by MDXSU, MDXSU shall comply with following conditions:

- (i) it shall obtain the University's prior written consent, through the appropriate Executive link, to the use of the named subcontractors, such consent not to be unreasonably withheld by the University;
- (ii) it shall carry out appropriate due diligence on the subcontractor's capacity to comply with MDXSU's obligations under this Agreement, prior to entering into the subcontract.

- 5.2 Information sent to students by MDXSU shall relate directly to the operational activities of MDXSU, or to products and services provided by the Union or external partners which are of genuine benefit to students.
- 5.3 Students shall be given the option in each mailing to opt out of future mailings.
- 5.4 MDXSU shall ensure compliance with the University's Data Protection Policy and the Data Protection Legislation generally.
- 5.5 MDXSU will not disclose or transfer student personal data shared by the University in accordance with this Agreement, outside the European Economic Area without the University's consent in writing, and such consent may be subject to additional conditions.

6. Retention of personal data

- 6.1 Personal data which is shared will only be retained for as long as is necessary for the purposes specified above in sections 2 and 3 of this Agreement.
- 6.2 Student personal information which is no longer required will be disposed of securely in accordance with the University's instructions in respect of the student information it has transferred to MDXSU. Such student personal information which does not identify individual students can be retained for as long as may be required.

7. Individuals' rights and subject access requests

- 7.1 The Data Protection Legislation provides specific rights to individuals, including the right of subject access to personal data held about them.
- 7.2 Subject Access Requests should be made in writing and submitted to dpaofficer@mdx.ac.uk (for the University) or mdxsu@mdx.ac.uk (for the MDXSU).
- 7.3 Where a Subject Access Request involves information 'owned' by both organisations whoever receives the Subject Access Request will discuss the request with the other organisation before releasing any data.

8. Complaints and data security breaches

8.1 The MDXSU should notify the University within one working day of receiving a complaint or query regarding the processing of shared personal data or becoming aware of a data security breach, using the [data breach process](#).

8.2 MDXSU and the University agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any data security breach in an expeditious manner.

9. Freedom of information and public access requests

9.1 The Freedom of Information Act 2000 provides a right of public access to information held by the University.

10. Indemnity

10.1 MDXSU and the University undertake to indemnify each other for any fine or other liability incurred, as a result of a failure to comply with the Data Protection Legislation and/or the terms of this Agreement, to the extent that the indemnifying party, its employees, agents, or contractors, have caused or contributed to such liability.

11. Representatives

11.1 MDXSU and the University shall inform each other of their respective representative, nominated to be the first point of contact for any issues arising between the two parties relating to the data sharing arrangements that fall within the scope of this Agreement.

12. Dispute Resolution

12.1 In the event of a dispute between MDXSU and the University the parties will cooperate with a view to settling the dispute amicably in a timely fashion.

13. Review and publication

13.1 This Agreement will be reviewed as part of the Memorandum of Understanding every three years.

13.2 This Agreement will be published on the University and MDXSU websites and linked from the University's student fair processing notice.

14. Third Party Rights

14.1 No one other than a Party to this Agreement shall have any right to enforce any of the terms in accordance with the Contracts (Rights of Third Parties) Act 1999,

15. Jurisdiction

15.1 Each party agrees that the courts of England and Wales shall have exclusive jurisdiction to settle disputes or claims (including non-contractual disputes or claims) arising out of or in connection with this Agreement, or its subject matter or formation.

Appendix 1: Overview of MDXSU email communications

MDXSU will issue the following email communications to students as per clause 3.1

- Emails regarding our opportunities and services. For example, events, award nominations, election nominations and voting, Community Placements and job opportunities, the Advice service, merchandise and offers, surveys (related to the SU), current or upcoming MDXSU campaigns, etc.
 - o These emails can be segmented according to year or faculty to make more relevant. We also send other targeted emails (e.g. to a mailing list of students who have expressed an interest in working for us), though this data is generally acquired separately, with consent given for this purpose.
- E-tickets and receipts (sent automatically after students book an event ticket or buy an item of merchandise online)
- Emails can also include advertising from our partners (e.g. Endsleigh Insurance) regarding offers for our members.

All students (and otherwise) have the opportunity to opt in to our email communications, which are divided into several themes:

- MDXSU Communication emails, regarding our work
- Commercial emails, from third party partners of NUS (e.g. exclusive student discounts). We can also use this for any emails we would send solely from a partner (though we do not do this usually).
- NUS Communication emails, regarding NUS campaigns, research and news

