

DATA SHARING AGREEMENT

Between University of Bolton and Bolton Students' Union

1. Overview

- 1.1 The following agreement governs the provision of enrolled students' personal data by the University of Bolton ("UOB") to Bolton Students' Union ("BOLTON SU") and explains the purposes for which that data may be used.
- 1.2 In this agreement "data controller", "data processor", "personal data", "sensitive personal data" and "special category personal data" shall have the meaning as defined by the Data Protection Act 2018, and all applicable laws and regulations relating to processing personal data and privacy, including any data protection law amending, replacing, superseding or supplementing the Data Protection Act 2018, including but not limited to the UK General Data Protection Regulation (the "Data Protection Laws").
- 1.3 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 this agreement.
- 1.4 Each organisation shall be responsible for informing students about this processing via a Student Privacy Notice.

2. How students' personal data will be used by BOLTON SU

BOLTON SU will use the personal data for the following purposes only:

- 2.1 Administration of student elections

3. Personal information to be shared

- 3.1 UOB will provide BOLTON SU with the following enrolled student data. Such sharing excludes any students who have opted out in accordance with **clause 8** of this agreement:
 - Student ID numbers
 - First names
 - Last name
- 3.2 Personal data additional to that detailed in **clause 3.1** may be non-routinely and separately shared between UOB and BOLTON SU as follows:
 - 3.2.1 To allow BOLTON SU and UOB to collaborate on academic and welfare casework issues relating to UOB students, where students are receiving casework support from BOLTON SU. In these circumstances specific consent will be obtained from the student prior to sharing.
 - 3.2.2 To allow BOLTON SU to manage, appoint and coordinate the student elections.
- 3.3 Sensitive personal data and special category personal data may be transferred between BOLTON SU and UOB but only as specifically referenced in **clause 3.2** above.
- 3.4 UOB will provide data for current students only and will exclude the following students:
 - Partnership students studying wholly or mainly at a partner institution where they are not our contracted student numbers.
 - Research students at the writing up stage.

- Students studying outside the UK.
- “opt-outs” (see **clause 8** below)

3.5 UOB and BOLTON SU have jointly agreed that sharing personal data in accordance with this agreement for the purposes outlined above is fair and lawful on the basis that the following conditions are met:

- The student has consented to the processing; and/or
- The processing is necessary for the performance of a contract between the student and UOB; and/or
- The processing is necessary for the purpose of the legitimate interests pursued by both UOB and BOLTON SU ie. the promotion of student welfare and active engagement in the services offered by BOLTON SU to facilitate education and development; and/or
- The processing is necessary for educational activity conducted in the public interest (including the student’s interest and the interest of others).

4. Information Provision

4.1 Student information from the Student Information Database (SITS) will be provided to BOLTON SU securely by Student Data Management. UOB will transfer up-to-date information and the details of any student who has opted out of membership of BOLTON SU will not be included.

4.2 Where a student informs BOLTON SU of a change to any of their personal data held on SITS, BOLTON SU shall inform the student of how to update this change within UOB procedures.

5. Data Transfer and Security

5.1 Both UOB and BOLTON SU will ensure 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 data protection trained BOLTON SU staff members who necessarily need access to that information for the purposes specified in this agreement.

5.2 If BOLTON SU becomes aware of any potential data breach of security which involves data supplied by UOB, it must be raised with UOB immediately.

5.3 BOLTON SU shall notify the UOB immediately of receiving a complaint or query regarding the processing of shared personal data.

6. Conditions for processing student personal information

6.1 With regard to the use of students’ personal information, BOLTON SU will ensure:

- 6.1.1 Compliance with UOB’s Data Protection Policy and guidelines where appropriate.
- 6.1.2 Compliance with the Data Protection Laws.
- 6.1.3 Only BOLTON SU data protection trained staff will have direct access to personal data.
- 6.1.4 Members of BOLTON SU staff handling student personal data have undertaken UOB’s on-line data protection awareness course.
- 6.1.5 It has security policies and procedures that ensure compliance with the Data Protection Laws.

7. Restrictions on the use of information

7.1 The information provided by UOB to BOLTON SU shall not be passed to any third party without the express written consent of the student(s) concerned, except where BOLTON SU has obtained the prior written permission from the Data Protection Officer or Registrar.

7.2 The information provided by UOB to BOLTON SU shall not, without the express consent of the student concerned, be used for the purpose of marketing products or services.

8. Student opt out rights

8.1 The following opt out procedures shall be in place: In relation to **clause 4.1**:

8.1.1 If a student notifies UOB via the enrolment or re-enrolment processes that they do not wish to be a member of BOLTON SU then their personal information will not be included in the transfer of information process.

8.2 BOLTON SU are required to maintain a readily accessible and easy to use mechanism for students to opt out of having their personal data processed by BOLTON SU at any time.

8.3 If a student notifies UOB that they wish to opt out of their personal data being shared with BOLTON SU, UOB will notify BOLTON SU and their personal data will no longer be included in the transfer.

8.4 Where a student exercises their right to opt out after their personal data has been shared with BOLTON SU, BOLTON SU will ensure that it or any data processors working on its behalf, destroy and cease processing any personal data already received without delay.

9. Retention of information

9.1 Personal data must only be kept for the length of time necessary to perform the processing for which it was collected. This applies to both electronic and non-electronic personal data.

9.2 BOLTON SU will ensure that it complies with UOB's Record Retention and Disposal Policy and to ensure that the student personal data specified in this agreement is destroyed once no longer needed. In most circumstances personal data will only be retained for the duration of membership of BOLTON SU, i.e. once a student is no longer enrolled, completes a course of study or after graduation, as appropriate, BOLTON SU will destroy all data held.

9.3 Non-current student data will be deleted on an annual house-keeping basis however,

9.4 Exceptions to this are:

9.4.1 Where during their membership students have participated in extra-curricular activities administered and verified by BOLTON SU which may be included in schemes such as the Higher Education Achievement Report.

10. Review and publication

10.1 The operation of this agreement will be reviewed annually by the UOB Data Protection Officer and the BOLTON SU General Manager in June/July of each year to ensure that it continues to reflect the requirements of the Data Protection Laws, the purposes remain valid and to ensure fairness to students. If no changes are required, re-confirmation may be by email from the BOLTON SU General Manager and the UOB Data Protection Officer.

10.2 This agreement may also be reviewed at other times if it is necessary to add a new type of data processing to the agreement or to make other changes and on these occasions approval by UOB and the BOLTON SU General Manager will be required.

10.3 BOLTON SU acknowledges that UOB may suspend and/or terminate the provision of data at any time, with or without notice, where UOB reasonably considers that the safeguards for data protection are not adequate or adequately implemented to protect the individual rights of students.

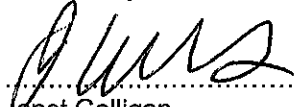
10.4 Nothing in this agreement will limit or restrict either UOB or BOLTON SU's obligation to ensure compliance with Data Protection Laws in relation to data where they are the data controller.

10.5 This agreement will be published on the UOB and BOLTON SU websites.

SIGNED by

SIGNED by

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Julian Coleman
Assistant Vice Chancellor (Academic Operations)
for and on behalf of
THE UNIVERSITY OF BOLTON

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Janet Galligan
General Manager
for and on behalf of
BOLTON STUDENTS' UNION

Date:.....

Date: 07/10/2021