

## **Data Sharing Agreement - York St John University and York St John Students' Union**

### **1. Overview and purpose**

- 1.1 This Data Sharing Agreement governs the provision of students' personal information by York St John University (YSJU) to York St John Students' Union (YSJSU) and explains the purposes for which that information may be used.
- 1.2 This agreement relates to the routine sharing of student data with YSJSU to enable it to communicate with and provide services to York St John students.
- 1.3 The University and Students' Union are both registers 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/or any successor legislation. York St John University is responsible for ensuring that students are informed of and give their consent to the sharing of their personal data with York St John Students' Union. YSJU will ensure that students are given clear information about what their data will be used for if consent is given.

### **2. How students' personal information will be used by York St John Students' Union**

- 2.1 The University will provide student personal data to YSJSU to enable it to communicate with and provide services to its members. YSJSU will use the student personal data for the following purposes only:
  - 2.1.1 Administration of elections
  - 2.1.2 Administration of YSJU clubs and societies, volunteers and representation
  - 2.1.3 Generation of demographic reports
  - 2.1.4 Verification of student's identity and membership
  - 2.1.5 General membership administration
  - 2.1.6 The marketing of services and offers from the YSJSU or internal and external partners (of both YSJSU and NUS) through YSJSU
  - 2.1.7 To allow communication between YSJSU and its members
  - 2.1.8 To administer surveys of its members and to recruit members for research related activity (e.g. focus groups)
  - 2.1.9 To support with communications around Alumni service

### 3. Personal Information to be shared

3.1 The University will share the following information for enrolled students:

- **Student number:** to identify membership
- **Student title, forename and surname:** to identify member
- **DOB:** to identify whether member is a mature student and identify potential need of membership as well as target communication
- **Gender:** to identify potential needs of membership
- **Nationality:** to identify students and analyse service provision and membership needs, target communications
- **Term-time contact details** (YSJ email account, mobile/telephone and address): to contact member in case of emergency, for engaging in activities and campaigning
- **Home-address details** (personal email account, telephone, address):
- **Course code/name:** to identify students and analyse service provision and membership needs, target communications
- **Year of course:** to identify students and analyse service provision and membership needs, target communications
- **Mode of Study (FT/PT):** to identify students and analyse service provision and membership needs, target communications
- **Start Date:** to identify new students and start of programme
- **Actual End Date:** to update data for students no longer in active study
- **Enrolment Status:** to help identify support for students
- **School and department code:** to identify students and analyse service provision and membership needs, target communications
- **Fee Status:** to identify Home/EU and International students to analyse service provision and membership needs, target communications
- **Photographs linked to student ID cards:** to support identification linked to membership

3.2 No sensitive personal data (as defined by the Data Protection Act) will be transferred between YSJU and YSJSU.

3.3 The University will provide the data above for registered current students only. Initial contact details will be shared for students who have been made an offer in order to provide communications pre-arrival. Students will be able to update their details on enrolment and be removed from further sharing of data and communications.

3.4 Photographs provided will be uploaded to individual accounts only and not accessible by other students, unless used for the purpose of elections, in which students will be asked to give consent.

### 4. Provision of information

4.1 Student information will be provided from the Student Records System (SITS) via a secure electronic

4.2 Transfer on a daily basis. The transfer will ensure that YSJSU have the most up to date information.

- 4.3 Data will only be transferred for those students who have consented as part of their enrolment to have their data shared.
- 4.4 Any students who opt-out of having their contact details shared with YSJSU will not be included in the data transfer.

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

- 5.1 The information provided by the University to YSJSU will 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 YSJSU has obtained the specific permission from the Academic Registrar on behalf of the University
- 5.2 The information provided by the University to YSJSU shall not, without the express consent of the individual concerned, be used for the purpose of marketing services provided by organisations or individuals other than the YSJSU.
- 5.3 Information sent to students shall relate directly to the operations activities of YSJSU or to products and services provided which are of genuine benefit to the students.  
Students shall be given the option in each mailing to opt out of future mailings.
- 5.4 YSJSU shall maintain a mechanism for students to opt out of having their personal information being used by YSJSU at any time.

## **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 in 2.1 of this Agreement (and no longer than the student's duration of study). Data which is no longer required will be disposed of securely. Data which does not identify individual students can be retained for as long as may be required.

## **7. Security of Information**

- 7.1 Both YSJSU and YSJSU will ensure that all personal data shared under this agreement is kept secure and protected against unauthorised access, use or disclosure.
- 7.2 YSJSU will notify the Academic Registrar immediately following any complaint or query regarding the processing of shared personal data. In the event of a data breach, the University Secretary will be notified.
- 7.3 Information regarding data security of, and access to, information held by the Students' Union can be found in Annex 01.

**8. Student opt out rights**

8.1 The following opt out procedures shall be in place:

8.1.1 If a student notifies Registry as part of their online enrolment that they object to their information being shared with YSJSU then their personal data will be excluded from the next data transfer and YSJSU will remove all personal data from their system.

8.1.2 At any point if a student notifies Registry they no longer wish their information to be shared their personal details will not be included in any further transfers of information and the YSJSU will be notified to that effect.

8.1.3 Where a student opts out of YSJSU, or any data processors working on behalf of YSJSU, they will ensure that their personal data is destroyed and no longer processed.

8.1.4 Students have the right to opt out of membership of YSJSU through writing to the Chief

8.2 Executive of YSJSU. Students who opt out of membership of YSJSU will have their personal data removed according to the process detailed above. YSJSU will notify the Student Records Team in Registry who will update the Student Records System to that effect; data will no longer be included in any further data transfers.

**9. Review and publication**

9.1 Responsibilities for compliance with this agreement are with the Chief Executive of YSJSU and the Head of Student Systems and Records. This agreement will be reviewed formally every 3 years.

9.2 This Agreement will be published on both the YSJ and YSJSU website.

Signed:		Signed:	
Name:	Chris Bateman	Name:	Jim Irving
Position:	Chief Executive Officer	Position:	Academic Registrar
On behalf of	YSJ Students' Union	On behalf of	York St John University
Date:	Tuesday 22 <sup>nd</sup> August 2017	Date:	Tuesday 22 <sup>nd</sup> August 2017

## **ANNEX 01 – Security of, and access to, information held by York St John Students' Union**

1. Data passed to and held by York St John Students' Union is stored on a cloud server in an IBM data centre located in Amsterdam.
2. The data is encrypted during transfer to and from the system. SFTP whilst importing the data, HTTPS/SSL whilst transmission to / from the Students' Union browser.
3. Sensitive data, such as passwords, are encrypted with SHA-256 - although in regards to passwords, the only passwords stored are staff SUMS logins.
4. All other authentication is completed via LDAP with York St John University - all sign in requests must be submitted via a HTTPS link and LDAPS is utilised. This single sign on process is controlled and monitored by the York St John ILS team.
5. Only developers within Lincoln Students' Union have access to York St John Students' Union data controlled via permissions within SUMS and logged.
6. Internally within York St John Students' Union, access to data is controlled via permissions within SUMS and permission levels are logged.
7. Lincoln Students' Union, SUMS Ltd and York St John Students' Union are all ICO DPA registered and therefore comply with the act in terms of registration.