

## **Data Sharing Agreement between London Metropolitan University And London Metropolitan University Students' Union**

### **1. Overview**

- 1.1. The following Agreement governs the provision of registered students' personal data by London Metropolitan University (London Met) to London Metropolitan University Students' Union (LMSU) and identifies the purposes for which that data may be used.
- 1.2. In this Agreement "data controller", "data processor", "personal data" and "special categories of personal data" shall have meaning as defined by data protection legislation (UK General Data Protection Regulation and Data Protection Act 2018).
- 1.3. London Met and LMSU are separate legal entities, and as such, both are individually registered as Data Controllers with the Information Commissioner's Office (ICO). Both organisations shall be data controllers in common of any student personal data shared. Each organisation is separately responsible for processing shared personal data and informing students about this processing via a Student Data Protection Statement. This Agreement will be published on both London Met and LMSU websites.
- 1.4. Students have the right not to be a member of LMSU, but LMSU must not unfairly disadvantage students who opt out of membership, with regard to the provision of services

### **2. Information to be shared**

- 2.1. London Met will provide LMSU with the following personal data for enrolled students. To enable London Met to meet its statutory obligations, personal data for students changing enrolment status part way through the academic year will be shared with LMSU;
  - Full name
  - Date of birth
  - Student ID number
  - Enrolment status
  - Course name
  - Course Code
  - Mode of study
  - Subject area
  - Gender
  - London Met email address
  - Library barcode number
  - Any opt out of membership of LMSU received by London Met from the student (if held).

2.2. The following special category personal data will be transferred between London Met to LMSU subject to consent being received from each student which will be collected and stored within the student record during the annual enrolment task while maintaining the ability for students to withdraw consent at any time:

- Ethnicity
- Religion
- Disability

### **3. How students' personal data will be used by LMSU**

3.1. LMSU will only use the personal data for the following purposes;

- Administration of elections
- Administration of LMSU clubs and societies
- Verification of student identity
- General membership administration
- To allow email communication between LMSU and its members
- Administration of the Student Representative System
- Monitor and increase student participation in union services and representation structures through targeted email communication.
- Fulfil LMSU charitable objectives as outlined in our Memorandum and Articles of Association and the following explicitly in relation to special categories of data:
  - o Ensure restricted access to student voice networks to ensure safe environments for students to express their lived experiences.
  - o To monitor representative engagement and take required action where needed through targeted interventions.
  - o To provide the elected officers with segmented student insight to represent different student demographic needs and priorities.
- Fulfil LMSU legal responsibilities including but not limited to the 1994 Education Act, and 2011 charities act and the following explicitly in relation to special categories of data:
  - o Ensure restricted access to certain demographic events based upon members demographics.
  - o Comply with the reporting of participation of different demographics of members in the annual charity commission return.
  - o To ensure active reporting of participation in the annual trustees' report filed with the charity commission and companies house.

### **4. Data transfer and security**

4.1. Both London Met and LMSU warrant that all personal data shared under this agreement shall be kept secure and protected against unauthorised access, use or disclosure. Information about identifiable students will only be made accessible to those individuals who need access for a specified purpose.

4.2. Membership Solutions Ltd will act as data processor on behalf of LMSU to obtain student personal data directly from London Met. The personal data will be transmitted electronically through utilisation of the MSL automated data import mechanism. All personal data will be encrypted during transmission.

4.3. London Met will provide LMSU with the student data as set out at 2.1, once per day, overnight between 03:00 and 07:00 GMT by MSL on an ongoing automated basis.

- 4.4. If LMSU become aware of any potential data breach which involves data shared by London Met, it must be raised with London Met's Information Compliance Manager immediately.

## **5. Conditions for processing**

- 5.1. LMSU warrants that it will maintain its registration as a data controller with the ICO and ensure compliance with all applicable legal and regulatory requirements relating to the obtaining, retention, processing and use of personal data, including the requirements of the UK GDPR and the Privacy and Electronic Communications Regulations 2003.
- 5.2. LMSU will ensure that all persons employed or engaged by LMSU, together with LMSU's employees, agents, suppliers, consultants and sub-contractors or its Data Processor are fully aware of the UK GDPR and its principles before any processing of student personal data is undertaken.
- 5.3. LMSU will ensure that any Data Processor they use has appropriate security policies and procedures in place, to comply with Article 5.1(f) of UK GDPR.

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

- 6.1. Any student personal data provided to LMSU by London Met shall not be disclosed to any third party without the express written approval of London Met.
- 6.2. Students shall be given the option in each mailing to opt-out of any future mailings.
- 6.3. Information sent to students shall relate directly to the operational activities, and/or products and services provided by LMSU which are of genuine benefit to students.
- 6.4. LMSU may not, in any circumstances, transfer any student personal data that it processes pursuant to this agreement to any country or territory outside the UK or European Economic Area without London Met's prior written consent, which consent London Met may withhold in its absolute discretion.

## **7. Student opt out**

- 7.1. London Met will ensure that all enrolling/re-enrolling students are given appropriate information about data sharing including the right to opt-out of the sharing for the purposes set out in this Agreement.
- 7.2. If a student notifies London Met that they wish to opt-out of their personal data being shared with LMSU, London Met will notify LMSU and their data will no longer be included in any transfer.
- 7.3. Where a student exercises their right to opt-out of their personal data being shared, LMSU will ensure that it and any data processor acting on its behalf, destroy and cease processing any personal data already received.

## **8. Data retention**

- 8.1. As Data Controller, LMSU must ensure that personal data transferred under this

Agreement is not be kept for longer than is necessary to perform the processing for which it was collected. This applies to both electronic and non-electronic data.

8.2. LMSU will ensure that it complies with the retention periods as set out in London Met's retention schedule.

## 9. Review

9.1. This Agreement is to be reviewed 12 months from its effective date and every 12 months thereafter. London Met's Information Compliance Manager will be responsible for initiating this process.

## 10. Termination

- 10.1. Either party may terminate this agreement by written notice:
- 10.1.1. Immediately if the terminating party reasonably believes that the transfer of data would contravene the DPA or any other legal requirements;
  - 10.1.2. Immediately if the other party has materially breached this Agreement and either the breach has not been remedied within a reasonable period or is irreparable; or
  - 10.1.3. on 3 months' notice.

## 11. Indemnity

11.1. LMSU as receivers of information covered under this Agreement will indemnify London Met against any costs, claims and proceedings, damages, penalties, and other liabilities incurred by London Met through LMSU's processing of the personal data or breach of this Agreement by LMSU or its agents.

## 12. Law and Jurisdiction

12.1. Any disputes between the parties arising out of the conditions or breach of this Agreement will be decided in accordance with the laws of England and Wales and will be subject to the exclusive jurisdiction of the courts of England and Wales.



08/09/2022

Julie Hall  
Deputy Vice-Chancellor (Academic)

Date



20/09/2022

Andy Morwood  
Students Union Chief Executive Officer

Date