Data Sharing Agreement

1. Overview

1.1. This Agreement governs the provision of students' personal information by the Royal Agricultural University (the University) to the Royal Agricultural University Students Union (RAUSU) and explains the purposes for which that information may be used.

2. How students' personal information will be used by RAUSU

- 2.1. The legal basis for the use of students' personal information by the RAU is legitimate interest.
- 2.2. RAUSU will use the personal information for the following purposes only:
 - 2.2.1. Administration of elections
 - 2.2.2. Administration of RAUSU clubs and societies
 - 2.2.3. Generation of demographic reports
 - 2.2.4. Verification of a student's identity
 - 2.2.5. Administration of ticket sales
 - 2.2.6. Administration of Clubs' and Societies' Memberships
 - 2.2.7. To inform students about RAUSU activities

3. Information to be shared

- 3.1. The RAU will provide RAUSU with the following student information from the University's IT systems:
 - Student ID Number
 - Forename
 - Surname
 - Date of birth
 - University email address
 - Study type (e.g. UG, PG)
 - Course start date
 - Course end date
- 3.2. No sensitive personal data will be transferred from RAUSU to the University's IT systems.
- 3.3. The University will provide data only for students currently studying at the University and will not provide data for:
 - 3.3.1. students studying at any of its partner and franchise institution.
 - 3.3.2. students who have opted out of sharing their personal information with the RAUSU
- 3.4. A student's personal information will be held by the RAUSU only until the student has graduated from the University.

4. Data transfer

- 4.1. Union Cloud is the RAUSU's nominated data processor and will act on behalf of RAUSU to retain student-related data in co-operation with the University.
- 4.2. The personal data will be regularly transmitted to Union Cloud electronically using the latest security measures to ensure all relevant data protection principles are met.
- 4.3. The transfer will ensure that Union cloud and RAUSU will hold up-to-date information at that time and ensure that the details of any students who opt out of the data sharing agreement are not processed further.

5. Conditions for the processing of student personal information

- 5.1. With regard to the use of students' personal information, RAUSU shall:
 - 5.1.1. ensure compliance with the University's Data Protection Policy
 - 5.1.2. ensure compliance with the eight data protection principles in the Data Protection Act 1998 generally and with the relevant provisions of the General Data Protection Regulation (GDPR) and of the Privacy and Electronic Communications Regulations (PECR);
 - 5.1.3. ensure that all RAUSU staff handling student personal information take and pass the University's Data Protection online training module before processing begins
 - 5.1.4. ensure that any data processor it uses has security policies and procedures that ensure compliance with Principle 7 of the Data Protection Act 1998 and with the relevant provisions of the General Data Protection Regulation (GDPR) and of the Privacy and Electronic Communications Regulations (PECR);

6. Restrictions on the use of information

- 6.1. The information provided by the University to RAUSU shall not be passed to any third party without the express consent of the individual(s) concerned, except under the following conditions:
 - 6.1.1.where the information is released to a data processor to host RAUSU's website, RAUSU shall ensure that the data processor is contractually:
 - 6.1.1.1. restricted from using the data for any other purposes other than those given in Section 2 of this Agreement.
 - 6.1.1.2. obliged to comply with the conditions in Section 6 of this Agreement.
- 6.2. The information provided by the University to RAUSU 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 RAUSU.
- 6.3. The RAUSU shall ensure that:
 - 6.3.1. students are given an option in each mailing to opt out of future mailings.
 - 6.3.2. information sent to students relates directly to the operational activities of or to products and services provided by RAUSU which are of genuine benefit to students.
 - 6.3.3. the University's IT Services is given appropriate notification of bulk emails

7. Student opt out rights

- 7.1. The following opt out procedures shall be in place:
 - 7.1.1. If a student notifies the University that they object to their information being shared with RAUSU then their personal information will no longer be included in the transfer of information.
 - 7.1.2. Students may also contact RAUSU's data controller to inform RAUSU that they are opting out of having their personal information being processed by RAUSU
 - 7.1.3. Where a student opts out, RAUSU and any data processors working on behalf of RAUSU, shall ensure that their personal information is destroyed and no longer processed without delay.

8. RAUSU Data Controller

- 8.1. RAUSU's data controller is Sarah Tennant-Bell, who can be contacted:
 - 8.1.1.In person at the RAUSU office on the University campus during standard office hours
 - 8.1.2.By email at sarah.tennantbell@rausu.co.uk

9. Retention of information

9.1. RAUSU will ensure that it adheres to the University's records retention policies for student personal information.

10. Review and publication

- 1.1. This Agreement is to be reviewed annually.
- 1.2. This Agreement will be published on the University and RAUSU websites and a link to it will be included in the University's fair processing notice, to which students consent on enrolment.

Julie Walkling

Director of Operations

Royal Agricultural University

Date

Sarah Tennant-Bell

General Manager

Royal Agricultural University Student Union

Date