



UNIVERSITY OF
LINCOLN



Information Sharing Agreement between:

University of Lincoln and University of Lincoln Students' Union Group

1. Parties of the Agreement;

- 1) University of Lincoln, Brayford Pool, Lincoln, Lincolnshire, LN6 7TS ('the University'), ICO registration Z7846984, and;
- 2) University of Lincoln Students' Union Group, Brayford Pool, Lincoln, LN6 7TS ('the ULSU Group'), comprising:
 - University of Lincoln Students' Union (charity no.1138187; company no. 06294857; ICO registration no. 23259886)
 - University of Lincoln Students' Union Trading Ltd (company no. 08774616; ICO registration no. ZA229462)
 - Students' Union Management System Ltd (company no. 010112096; ICO registration no. ZA 188357)
 - Student Orders Limited, (company no. 12621190, ICO registration ZA761945), and;
 - Lincoln Students' Union Accommodation Services Limited, (company no. 1266009, ICO registration ZA769620).

- 1.1 This Agreement governs the provision of sharing Personal Data between the two Parties and explains the purposes and legal basis of the sharing arrangements. The Information Sharing Agreement and associated Schedules form part of the Memorandum of Understanding between the University and ULSU Group
- 1.2 For the avoidance of doubts, The Parties of the Agreement may also be referred to as 'Each Party' and 'the Parties'

2. Definitions-

Business day means Monday to Friday from 8.00am to 5:00pm GMT/BST and excludes weekends and UK public holidays;

Controller	means the natural or legal person, public authority, agency or other body, which alone or jointly with others, determines the purposes and means of the processing of Personal Data; where the purposes or means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided by Union or Member state law
Data Subject	as defined by the UK General Data Protection Regulation
Effective Date	means the date of signature by both Parties to this Agreement
Personal Data	as defined by the UK General Data Protection Regulation
Privacy Notice	as defined by the UK General Data Protection Regulation
Relevant Data Protection	means any, law, statutes, decree, directive, legislative legislation enactment, order, ordinance, regulation, rule or other binding restriction which relates to the protection of individual with regards to the processing Personal Data to which the Controller or Processor is subject, including the Data Protection Act 2018, the EU General Data Protection Regulation 2018 (GDPR) and the Privacy and Electronic Communication Regulation 2003 (PECR) and the UK General Data Protection Regulation.
UK General Data Protection Legislation	means the EU GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018
Year	means a year of operation of this Agreement beginning on the Effective Date or the anniversary thereof and ending 12 months thereafter.

3. Purpose of the Agreement

- 3.1 The University and ULSU Group are responsible for the provision of services and support to the University's students, members of staff of the University and ULSU Group, and any other data subjects. In order to ensure the efficient delivery and evaluation of these services it is necessary to share limited personal data about these individuals between these Parties as outlined in the Schedules to this Agreement.
- 3.2 Each Party recognises it will be necessary to share information, including Personal Data, for the effective and efficient operation of this Agreement, as determined by the Memorandum of Understanding between the University of Lincoln and the ULSU Group.
- 3.3 The Agreement relates to routine sharing of Personal Data. Ad hoc requests and responses for Personal Data, or requests from Data Subjects to exercise their individual rights under UK General Data Protection Legislation, or similar statistical data which are not detailed in this Agreement must be made under the authority of the relevant Business Manager of the University and the ULSU Group Chief Executive, with prior consultation with the Information Compliance team if necessary.

4. General principles and data ownership

- 4.1 The Parties undertake to comply with Relevant Data Protection legislation, and process Personal Data in compliance with the data protection principles. Both Parties must be able to consistently demonstrate compliance with Relevant Data Protection legislation during the terms of this Agreement.
- 4.2 Each Party acknowledges and agrees that it is the Controller for the purposes of its rights and obligations under this Agreement, as defined by Relevant Data Protection legislation, and shall be responsible for the storage, processing, transmission and protection of any Personal Data that it collects or otherwise acquires in connection with this Agreement.
- 4.3 Each Party must provide and maintain relevant Privacy Notices in relation to the Data Subjects, and must ensure that adequate data processing agreements, information sharing agreements, consent mechanisms and information security agreements are in place to manage any necessary relationships.
- 4.4 Each Party must also ensure that if consent is being relied upon for the basis of processing, that the consent mechanism meets the requirements of Relevant Data Protection legislation, including providing the option to withdraw consent, and is recorded and maintained accordingly.
- 4.5 Each Party will retain Personal Data for the periods specified in its own retention schedule. Each Party will also consult with the other Party when retention periods are set in relation to the shared information, to avoid discrepancies which could be detrimental. The University of Lincoln's Retention Schedule is contained as an annex within its Records Management Policy.
- 4.6 Each Party will be responsible for responding to external requests for Personal Data, or any requests from Data Subjects wishing to exercise their individual rights as defined under Relevant Data Protection legislation. However, when any such requests are received, the receiving party will inform the Relevant Data Protection contact of the other party. (This relates only to Personal Data that falls within the remit of this Agreement.)
- 4.7 This Agreement and the associated Schedule relate to all routine sharing of Personal Data between the Parties. It is agreed the Parties will only share the minimum amount of Personal Data necessary to achieve the aim of the sharing need.
- 4.8 No Personal Data will be shared between the Parties which has not been identified to the Data Subjects by Privacy Notices or similar, unless the sharing is justified by UK General Data Protection Legislation, relevant legislations, or required by law.
- 4.9 Personal Data that is shared must be relevant and adequate, and not excessive for the purposes of the sharing between the Parties.

5. Use, disclosure and publication

- 5.1 Personal Data will only be shared for the purposes outlined in each Schedule, to achieve the provisions of this Agreement.

- 5.2 The Personal Data shall not at any time be copied, broadcast or disseminated to any other third parties, except in accordance with this Agreement and the associated Schedule.
- 5.3 Neither Party will share the Personal Data with a third party without the written authority of the other Party.
- 5.4 The restrictions on the use or disclosure of Personal Data set out in 5.1-5.3 above will not apply to any data which is required by law to be disclosed, or is disclosed pursuant to an Order of a Court or equivalent authority, or is disclosed in accordance with clause 8 below.
- 5.5 Access to the Personal Data will be restricted to only those employees of each Party that require it to meet the purpose of the associated Schedule.
- 5.6 Personal Data shared as part of this Agreement must be stored/ recorded by each Party in a structured, commonly used and widely accessible format, unless otherwise agreed.
- 5.7 Each Party must inform the other of any outcome where the data has been amended, as a result of any Data Subject exercising their rights under Relevant Data Protection legislation.
- 5.8 Each Party agrees to implement appropriate organisational and technical measures to protect the processing of Personal Data, which must be adhered to at all times, to protect against unauthorised access, unlawful processing, accidental loss, destruction, damage, alteration and disclosure.

6. Method of transfers of Personal Data between the Parties, and data storage

- 6.1 Personal Data will be transferred for the purpose of the associated Schedule by appropriate secure methods and will not be exported outside the European Economic Area without adequate protection. Particularly, the Parties will ensure that they have done everything reasonable to put in place measures to:
 - 6.1.1 reduce the likelihood of unauthorised interception of the data,
 - 6.1.2 deter deliberate or opportunist attacks,
 - 6.1.3 promote discretion in order to avoid unauthorised access,
 - 6.1.4 maintain the integrity of the data,
 - 6.1.5 and otherwise guard against any compromising of the confidentiality, integrity and availability of the data.
- 6.2 The method of transfer for any sharing of Personal Data from the University to the ULSU Group will be set in accordance with the University's Data Protection Policy and other associated documents.

7. Data breach Incident notification

- 7.1 Any security incidents, data breaches or newly identified vulnerabilities must be communicated between the Parties at the earliest opportunity,

- 7.2 The Party making the discovery of any event above will, without delay
 - 7.2.1 Inform the other Party of the details
 - 7.2.2 Take steps to investigate the cause
 - 7.2.3 Take disciplinary action against the person(s) responsible, if appropriate
 - 7.2.4 Take appropriate steps to avoid a repetition
 - 7.2.5 Take appropriate steps, where possible, to mitigate any impacts.
- 7.3 The Parties will assess the potential implications of any security incidents and, if necessary, will:
 - 7.3.1 Inform the Data Subject(s) concerned
 - 7.3.2 Advise the Data Subjects(s) of their rights
 - 7.3.3 Provide the Data Subject(s) with appropriate support
- 7.4 Where required by Relevant Data Protection legislation a breach will be reported to the Information Commissioner's Office within 72 hours of discovery by the appropriate Party. The Parties will agree at the time of the incident which of them will make the report to the ICO.

8. Relationships between the University and the ULSU Group

- 8.1 In accordance with the statutory obligations under Relevant Data Protection legislation each Party shall give reasonable assistance as is necessary to the other in order to enable the Party to:
 - 8.1.1 Comply with requests from Data Subject(s) to exercise their rights under Relevant Data Protection legislation including, but not limited to, Data Subject requests;
 - 8.1.2 Comply with requests from individuals made under the Freedom of Information Act 2000 or the Environment Information Regulations 2004;
 - 8.1.3 Respond to actions and penalties served upon them by the Information Commissioner;
 - 8.1.4 Respond to complaints from Data Subjects;
 - 8.1.5 Investigate any breach or alleged breach of the Relevant Data Protection legislation.
- 8.2 Under Relevant Data Protection legislation, Data Subjects have a right of access (as well as other rights) to Personal Data held about them. The receipt by one Party of any Data Subject requests for access to Personal Data covered by this Agreement must be reported at the earliest opportunity to the relevant Information Compliance Officer or other such nominated officer representing the other Party.
- 8.3 The Parties shall agree between themselves which Party shall take responsibility and arrange the relevant response to that request.

- 8.4 This Agreement also acts in fulfilment of part of the responsibilities of a Controller as defined by Relevant Data Protection legislation.

9. Review and Termination

- 9.1 This Agreement shall run conterminously with the Memorandum of Understanding and shall be reviewed in tandem with it, at the request of either Party, or when the processing or purposes of the shared Information change.

Signatories

University of Lincoln	University of Lincoln Students' Union (the ULSU Group)
Name: <u>Julian Free</u>	Name: <u>James Brooks</u>
Signature: <u><i>Julian Free</i></u>	Signature: <u><i>J.</i></u>
Date: <u>16 March 2022</u>	Date: <u>10/3/22</u>

Information Sharing Agreement Schedule

i. Purpose of the processing

The University and the ULSU Group will routinely share the information under this Agreement for the following purposes:

- To facilitate membership with the ULSU Group;
- To allow administration of the ULSU Group and its clubs and societies;
- To allow the administration of elections;
- To allow the administration of student representation on University committees, panels and other representative bodies;
- To verify the identity of students;
- To enable the marketing of charitable services directly provided by the ULSU Group;
- To enable communication between sports clubs and societies;
- To enable the generation of demographic reports;
- To allow the administration of the ULSU Group loyalty schemes and associated discounts;
- To enable marketing of ULSU Group events and commercial information, as well as marketing of external services and promotions;
- To enable equal participation in services provided by the ULSU Group;
- To provide and administer careers events for students and record their attendance;
- To maintain a safe operating and working environment (in regards to Health & Safety information);
- To ensure the safeguarding of students (in regards to information relating to advice and Wellbeing referrals);
- For the prevention and detection of crime and anti-social behaviour.

From time to time, both Parties may be required to share information for a different purpose to those above, such sharing will be carried out in accordance with the responsibilities set out in this Information Sharing Agreement and the Data Protection Legislation.

ii. Legal Basis

The University and the ULSU Group have jointly agreed that sharing personal data in accordance with this Information Sharing Agreement and the Memorandum of Understanding 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 the University;
- The processing is necessary for the purpose of legitimate interests pursued by both the University and the ULSU Group;
- The processing is necessary for compliance with a legal obligation;
- The processing is necessary for educational activity conducted in the public interest (including the Student's interest and the interest of others);
- The processing is necessary in order to protect the vital interests of the Student or another person.

In the event that the University and the ULSU Group shares Special Category personal data, both Parties will jointly agree on the appropriate condition for processing such data under Article 9 of the UK GDPR, taking into account of any additional conditions and safeguards set out in Schedule 1 of the DPA 2018.

iii. Categories of Personal Data to be Routinely Shared

The University and the ULSU Group will routinely share the following information under this Agreement:

- Name
- Student ID number and associated identifiers
- Date of Birth
- Home and term-time addresses
- Personal email address
- Mobile number
- Course details including attendance and performance information
- Gender
- Student photograph
- Disability information
- Ethnic origin & nationality
- Details of injuries/ill health in relation to Health and Safety incidents
- Details of Wellbeing referral

The above list is not exhaustive and both Parties may agree to share additional categories of personal data where required and in accordance with the conditions set out under Section ii.

iv. Designated Points of Contact

For routine sharing the following points of contact are designated for queries relating to the data and its transfer:

For the University:

Information Compliance Team - compliance@lincoln.ac.uk

For the ULSU Group

Data Protection Officer – compliance@lincolnsu.com