

## Middlesex University and Middlesex University Students' Union

### Data Sharing Agreement

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

- 1.1 This Data Sharing Agreement forms part of the Memorandum of Understanding between Middlesex University ('the University') and Middlesex University Students' Union ('MDXSU'). The Agreement governs the provision of students' personal information by the University to MDXSU and explains the purposes for which that information may be used.
- 1.2 The University and the MDXSU are responsible for the provision of services and support to the University's students. In order to ensure the efficient delivery and evaluation of these services it is necessary to share limited personal information about students. The University's Privacy Notice, which is made available at enrolment, informs students of the information that will be shared. Students may refuse consent for their personal information to be shared by opting out of becoming a member of the MDXSU when they enrol.
- 1.3 This Agreement relates to all routine sharing of personal data. Ad hoc requests and responses for personal information or similar statistical data which are not detailed in this Agreement must be made under the authority of the University's Deputy Vice-Chancellor, Chief Marketing Officer and the Director of MDXSU as appropriate.
- 1.4 The University and MDXSU are both registered 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.

#### **2. Personal information to be shared**

- 2.1 The University will share the following information for enrolled students:

- Student ID
- Title
- Last Name
- First Names
- Date of Birth
- Gender
- Student's University Email Address
- Home/EU/International Status
- Programme name
- Student Campus Location
- Leaver Date
- Academic Year
- FE/HE
- Current Year/Level of Study
- Student Type (year started university, e.g. 1011, 1112, 1213)

- Mode of attendance (Full time, part time, sandwich etc.)
- Course Representative
- Modules

2.2 No sensitive personal data will be transferred between the University and the Students' Union

2.3 the University will provide data for current students only.

### **3. The purposes for which the personal information will be processed**

3.1 The MDXSU will process the personal information for the following purposes only:

- The administration of MDXSU and its clubs and societies.
- The marketing of services provided directly by MDXSU.
- The administration of elections.
- The administration of student representation on University committees, panels, boards and other representative bodies.
- Verification of student identity.
- Communication between Sports Clubs and Societies.
- Communication between MDXSU and its members
- Generation of demographic reports.

### **4. Provision of information**

4.1 Student information will be provided by the University via a secure electronic transfer. The transfer will ensure that MDXSU holds the most up-to-date information and ensure that the details of any student who opts out of the data sharing agreement are removed without delay.

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

5.1 The information provided by the University to MDXSU shall 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 MDXSU has obtained the specific permission from the Academic Registrar on behalf of the University.

5.1.2 Where the information is shared with NUS who provide the software and host the MDXSU database. MDXSU shall ensure that NUS is contractually prohibited from using the data for any other purpose and has security policies and procedures that ensure compliance with Principle 7 of the Data Protection Act 1998.

5.2 The information provided by the University to MDXSU shall not, without the express consent of the individual concerned, be passed to any third party (data processors excluded) without the express consent of the individual(s) concerned except where MDXSU has obtained written permission from the Academic Registrar.

- 5.3 Information sent to students shall relate directly to the operational activities of MDXSU or to products and services provided by the Union which are of genuine benefit to students.
- 5.4 Students shall be given the option in each mailing to opt out of future mailings.
- 5.5 MDXSU shall maintain a mechanism for students to opt out of having their personal information being processed by MDXSU at any time.
- 5.6 Student emails will be sent out sparingly, the frequency of which will not exceed once a fortnight or 20 mailings per academic year. The exception to this will be during the main Union election when two emails will be permitted.
- 5.7 MDXSU shall ensure compliance with the University's Data Protection Policy and ensure compliance with the eight data protection principles in the DPA generally.

## **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 3.1 of this Agreement. 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 Individuals' rights and subject access requests**

- 7.1 The Data Protection Act 1998 provides specific rights to individuals, including the right of subject access to personal data held about them.
- 7.2 Subject Access Requests should be made in writing and submitted to [dpaofficer@mdx.ac.uk](mailto:dpaofficer@mdx.ac.uk) (for the University) or [mdxsu@mdx.ac.uk](mailto:mdxsu@mdx.ac.uk) (for the MDXSU).
- 7.3 Where a Subject Access Request involves information 'owned' by both organisations whoever receives the Subject Access Request will discuss the request with the other organisation before releasing any data.

## **8 Complaints and data security breaches**

- 8.1 The MDXSU should notify the University within one working day of receiving a complaint or query regarding the processing of shared personal data or becoming aware of a data security breach.

## **9 Freedom of information and public access requests**

- 9.1 The Freedom of Information Act 2000 provides a right of public access to information held by the University.

## **10 Review and publication**

- 10.1 This Agreement will be reviewed as part of the Memorandum of Understanding every three years

10.2 This Agreement will be published on the University and MDXSU websites and linked from the University's student fair processing notice.

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**Signed on behalf of Middlesex University**



----- Katie Bell, Deputy Vice-Chancellor, Chief Marketing Officer

**Signed on behalf of Middlesex University Students' Union**



----- Mr Ed Marsh-Rowbotham, Director, MDXSU

Date:

12/11/15