Data Sharing Agreement – Bangor University and Bangor University Students’ Union

1. Introduction

The following agreement governs the transfer and provision of students personal information by Bangor University (hereinafter referred to as “the University”) to Bangor University Students’ Union (hereinafter referred to as “the Union”) and the purposes for which that information may be used by the Union.

This agreement has been updated in line with the General Data Protection Regulation (GDPR) that is due to come into force in the UK from May 25th 2018. Data sharing between Bangor University and Bangor University Students’ Union will comply with all individual rights guaranteed within the new regulations.

2. Use of Information

The Union will use this information for the following purposes only (save for any additional emergency reasons agreed with the University’s Head of Compliance):

- The administration of Bangor University Students’ Union and its engagement with the student body (including, but not limited to: Sports Clubs, Societies, Student Volunteering, UMCB, Student Representation and Student Voice)
- Services provided directly by Bangor University Students’ Union and for the direct communication with its members
- To support the University in its collection of data and information for the Higher Education Achievement Report (HEAR) and the Bangor Employability Award (BEA)
- To gather feedback directly from its members and to produce demographic reports on membership engagement
- To direct information back to the University for use within student analytics reporting and management of Course Rep election and engagement
- To direct information back to the University for use by the Bangor University Development and Alumni Relations Office in their work engaging with Bangor Alumni

3. Information Provision

Student information will be provided via a secure electronic transfer. The transfer will ensure that the Union (in concert with the Union’s chosen membership system supplier) will hold the most up-to-date information and ensure that the details of any student who opts out of the data sharing agreement are removed in accordance with the agreed process

New Students - The University will provide the Students’ Union with details of all students, of all programme levels, who are to be commencing studies at the University prior to their arrival
Permanent Leavers - At the start of May and of October the University will provide the Students’ Union with registration numbers of students who are expected to graduate, or, have permanently left the University since the previous update.

Data Accuracy - Any changes to the shared student data will be updated in the daily transfer of information between the University and the Union.

The data provided by the University shall be taken as an up to date and current record of student status and eligibility to take part in Students’ Union activities (e.g. Elections, Clubs and Societies Memberships)

4. Classes of Information

The University will provide the Students’ Union with the following student information:

- Student Number (500 number)
- Username
- Full Name
- Department
- Programme and Part
- Predicted Leave Date
- Programme Level
- Date of Birth
- Gender
- Nationality
- Home Address
- Term Address
- University Email Address
- Home Email Address
- Mobile Telephone Number
- Emergency Contacts Details
- Language Choice

No sensitive personal data will be transferred between Bangor University and the Students’ Union or vice versa.

5. Conditions for the processing of student personal information

With regard to the use of students’ personal information, Bangor University and Bangor University Students’ Union will ensure:

- Compliance with the Bangor University Data Protection Policy and Guidelines;
- Compliance with the Data Protection Act 1998 (and any subsequent legislation passed) generally, and in particular;
6. Restrictions on the use of student information

The information provided by the University to the Union, and vice versa, shall not be passed to any third party, without the express consent of the individual(s) concerned, except under the following conditions:

- Where the Union has obtained the specific permission from the Head of Compliance on behalf of the University.
- Where the information is released to the Union’s chosen membership system supplier who operate and host the Union website. The Union shall ensure that the chosen membership system supplier is contractually:
  - Prohibited from using the data for any other purpose.
  - Obliged to comply with the conditions in this agreement.
  - Obliged to securely destroy the data should the contract be terminated for any reason.
- The information provided by the University to the Union 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 Union or University.

With regard to the use of students’ personal and University email addresses for the purposes of marketing, the Union shall ensure that:

- The University’s IT Services department is given appropriate notification of bulk emails.
- The University’s Director of Communications receives a copy of all emails sent to students [other than those of a personal nature] to enable the University to monitor content.
- Students are given an option in each mailing to opt out of future mailings.

With regard to the use of students’ postal addresses (home, term or other) for the purposes of marketing, the Union shall ensure that:

- The University Director of Communications receives a copy of all mailings sent to students [other than those of a personal nature] to enable the University to monitor content.
- Information sent to students relates directly to the operational activities of the Union or to products and services provided by the Union which are of genuine benefit to students.
• Information shall not be sent to students to market the products or services provided by organisations or individuals other than the Union. This shall not preclude the Union from including advertising or sponsorship material from third parties with mailings principally sent for the purpose of promoting Union services.
• Students are given an option in each mailing to opt out of future mailings.

The Union shall ensure that emergency contacts are only used in case of an emergency.

Bangor University Students' Union shall, for the purposes of use within the Higher Education Achievement Report (HEAR), the Bangor Employability Award (BEA), and University wide analytics projects, provide relevant data to the University for the following areas:

• Club / Society or Volunteering Group active memberships
• Club or Society Committee Members
• Volunteering Project Leaders and Committee Members
• Course Representatives and Elected Student Leaders
•Democratic engagement (including Elections and Referenda and General Meeting attendance)
• Training and extracurricular learning undertaken, related to the above activity

Bangor University Students' Union shall, for the purposes of use by the Bangor University Development and Alumni Relations Office provide details of all students involved with Student Opportunities Groups (save for those who have requested to have their information kept confidential).

Provision of relevant data for the above activities will be with exception of any sensitive data, however, students in these cases may request such data be included

Student opt out rights

In addition to the opportunity for students to exercise opt out rights as detailed above the following opt out procedures shall be in place:

• Any students who object to their data being shared in accordance with this Data Sharing Agreement can inform the University of this through the My Bangor portal. Upon notice of this the student’s data shall be removed from the live data feed (Students should be aware that this may restrict their access to the Union services and activities).
• Where a student has opted out after an initial transfer of data in which they were included the Students' Union (and the Union's chosen membership system supplier) shall ensure that any data provided by the University and relating to those students are securely destroyed without delay.
Review and publication

This agreement is to be reviewed annually at the end of each academic year in the final meeting of the Students' Union Task Group. Changes shall be agreed with the Head of Compliance ahead of this meeting.

This agreement shall be published on the Bangor University Students' Union and Bangor University websites

This agreement is signed, on behalf of Bangor University Students' Union, by: Ruth Plant
On this date: 20/02/18

This agreement is signed, on behalf of Bangor University, by: Professor Carol Tully
On this date: 20/02/18