



**Imperial College London and Imperial
College Union
Data Sharing Agreement
(Annex Five of Imperial – ICU
Partnership Agreement)**

Last Review Date	<u>30/03/2020</u> / <u>28/05/2025</u>
Next Review Date	<u>30/03/2021</u> / <u>28/05/2028</u>

Version Control			
Version	Owner	Date	Changes
V2	Ashley Cory	05/2025	Legislation references updated, grammar/term corrections
V1	Ashley Cory	30/03/2020	N/A

AGREEMENT DATED: 2020~~9~~5

BETWEEN:

1. **IMPERIAL COLLEGE UNION** having its main address at Beit Quadrangle, Prince Consort Road, London SW7 2BB ("ICU"); and
2. **IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY AND MEDICINE** having its main address at Exhibition Road, Faculty Building, London SW7 2AZ (the "**University**").

BACKGROUND:

1. This Agreement is to ensure there is in place proper arrangements relating to personal data passed between the University and ICU.
2. It has been agreed that each of the parties is a data controller in relation to the data being transferred under this Agreement.
3. The parties wish to record their commitment to the sharing arrangement under the terms of this Agreement.

IT IS AGREED AS FOLLOWS:

1. **Definitions and Interpretations**

In this Agreement:

- "Data Protection Laws" means the [UK General Data Protection Regulation \(UK GDPR\), the Data Protection Act 2018](#)~~Data Protection Act 1998~~ and, the [Privacy and Electronic](#)

Communications Regulations 2003 together with any successor legislation, ~~incorporating~~
~~GDPR~~

- "Data" means personal data passed under this Agreement, being the type of data to be shared as detailed under the Table.
- "Data Subjects" means the individuals identified by the Data.
- "Data Discloser" means the Party transferring the Personal Data to the Data Receiver.
- "Data Receiver" means The Party receiving the Personal Data from the Data Discloser.
- ~~"GDPR" means the General Data Protection Regulation~~
- "Purpose" means the activity to be completed by the ICU as described in "2.2" under "Purpose of Sharing".

2. Purpose of Sharing

2.1. The parties agree to share the Data transferring from the University to the ICU to achieve the Purpose, and only for the Purpose.

2.2. The parties agree to share the Data transferring between the University and ICU for the following purposes:

- Administration of ICU membership and membership rights while a Data Subject is a student at the University-College
 - Giving Data Subjects who are students access to ICU services and facilities
 - Creating electoral rolls and managing ICU elections.
 - Sending Data Subjects who are students updates and information about ICU services and activities.
 - Provision of event ticketing for ICU events/activities and sports and societies events/activities and to ensure smooth and effective administration of such events/activities.
 - Administration of ICU Clubs and Societies.
 - To allow email communication between clubs and societies members.
 - Administration of student representation on University committees, panels, boards and other representative bodies.
 - Creating reports and producing statistics to help improve the provision of services.
 - Administration and verification of students seeking employment or currently employed by ICU.
 - Administration of education, training and development.
 - Administration of Imperial College Union Advice Centre in managing and resolving cases relating to Academic, Housing or Financial Issues.

- Administration of ICU membership and membership rights after a Data Subject finishes his/her studies with the University.
 - Giving him/her access to alumni services.
 - Administration of life membership and membership rights.
- Ensuring ICU meets any and all legal obligations with regards to services provided.
- Administration of possible grievance or disciplinary hearings and dealing with legal disputes involving students, or other employees, workers and contractors, including accidents at work.
- Complying with licencing, health and safety obligations and for the prevention of fraud
- Administration of network and information security, including preventing unauthorised access to computer and electronic communications systems and preventing malicious software distribution and compliance with IT policies.
- Data Subjects' information may be shared with the ICU for use on graduation merchandise (unless Data Subjects contact the Graduation Team to notify them that they do not want their name to appear on graduation merchandise).
- Administration of ICU Staff including recruitment, payroll, managing access to systems and other administrative functions.
- Resolution of General ICT queries.
- Administration of Imperial Award activities.
- Managing of team memberships via Sport Imperial including entry to BUCS Leagues etc
- To promote the events and services of ICU through social media, publications, online content, and other relevant digital media mediums.
- Undertaking equal opportunities and diversity monitoring and engagement to ensure ICU can engage and fully represent the diverse membership of ICU.

The above list is not exhaustive, personal data can and will be shared where appropriate to appease any additional statutory or local requirements and where either side are able to determine a need to share on a case by case basis.

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3. Organisations involved in the Sharing of Data

- 3.1. "3.3." contains details of any third parties who may be given access to the Data and on what basis. No additional parties may process the Data without the written consent of the University.
- 3.2. ICU may share your personal information with third parties where required by law, where it is necessary to administer the relationship with you or where we have another legitimate interest in doing so.

3.3. The following activities are carried out by third-party service providers on behalf of ICU:

- Processing of Payments on imperialcollegeunion.org by designated payment providers
- The Rocket Science Group (MailChimp) for sending and managing mass emails
- Administration of some activity membership by other membership organizations or industry bodies
- SUMS (Students' Union Management System Ltd) for management of membership records
- MCR Ltd for processing of loyalty scheme records via our EPOS system

3.4. All third-party service providers used by ICU and other entities in the College group are required to take appropriate security measures to protect your personal information in line with our policies. We do not allow our third-party service providers to use your personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

3.5. Where ICU shares the personal data of students, staff or other individuals with service providers (fulfilment houses, software providers, payroll providers, IT contractors or

internet serviced companies) who carry out services for the union, the Union will be the data controller and the provider will be the data processor.

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4.3. Data Items to be Shared

4.1.3.1. The University will provide the following registered student and applicant data to ICU via the mechanism described below:

- CID (University College ID)
- Title
- First Name
- Preferred Given Name
- Surname
- Date of Birth
- Gender
- Person Type Student Type / Research
- Attendance Mode
- Attendance Type
- Campus Code
- Program Code
- Program Description
- Record Status (Enrolment Status)
- Start Date
- End Date
- Termination Date
- Unit Set
- Primary Contact Number
- Student Email Address
- Student Residency Status
- Address Type
- Address (Lines 1-4, City, State, Province, County, Country, Post Code)
- Citizenship
- Country Code
- Faculty Code
- Faculty Description
- Department Code
- Department Description

4.2.3.2. This data will be shared and updated via secure mechanisms and via an automated process daily. It is understood that as technology and best practice guidelines evolve, the

methods of data transfer may change without any variation to the underlying data or intended usage.

4.3-3.3. The University and ICU may also share registered student club and society memberships for administration of activities and sports memberships.

4.4-3.4. The University and ICU may also share limited Personal Data such as CID, Title, First Name, Preferred Given Name, Surname, Date of Birth, Gender for administration of recruitment, payroll, managing access to systems and other administrative functions.

4.5-3.5. Any additional data requests must be made in writing between the representatives of the University and ICU as described in Annex BA.

5.4 **Basis for Sharing of the Data** Controller obligations

4.1. The University and ICU have informed the Data Subjects about the sharing of the Data in the University's Privacy Notice for Students and Prospective Students; such sharing is on the basis that it is necessary for the University or ICU College's legitimate interests and it is always weighed against the Data Subjects' rights, interests and expectations.

5.1-4.2. Each party will ensure that the Shared Data disclosed or transferred to, or accessed by, the other Party is accurate and up-to-date, as well as adequate, relevant and not excessive to enable the other Party to Process such Shared Data as envisaged under this Agreement.

6.5 **Access and Individual Rights**

6.1-5.1. It is recognised that Data Subjects have rights under Data Protection Laws. If at any time a Data Subject shall seek to engage any of these rights that also requires action by the other party, then the party receiving notice from the Data Subject shall also inform the other party. The other party shall respect the rights of the Data Subject and act as required.

7.6 **Information Governance**

7.1-6.1. Parties have carefully considered the minimum amount of data that may be shared in order to fill the Purpose. The Data reflects this minimum amount.

7.2-6.2. In order to ensure that the Data being shared is accurate, up-to-date data is supplied daily and ingested into ICU database.

7.3-6.3. Agreed periods of retention for the Data are specified under clause "9" under "Data Retention and Deletion".

7.4-6.4. The agreed technical and organisational security arrangements relating to the transmission and storage of the Data are described under clause "10" under "Data Security".

~~7.5-6.5.~~ Any requests from Data Subjects for exercising their rights under Data Protection Laws (including complaints or queries) will be dealt with through the representatives described under Part A of the Annex.

~~7.6. The parties shall every 12 months review this Agreement to ensure that it remains fit for purpose in achieving a safe sharing of Data between the parties respecting the rights of the Data Subjects.~~

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8.7. Electronic Marketing

~~8.1.7.1.~~ Where ICU uses the shared data for the purposes of sending marketing communications by electronic means, ICU will ensure that such marketing complies with the Privacy and Electronic Communications Regulations 2003 by ensuring:

- ICU have gained relevant consent or separate legal basis for the purposes of sending such communications when making any kind of marketing approach by email.
- Such consent, where relied upon, must have been given freely and directly by the recipient (i.e. the student) to the ICU or its agents unless it is given to someone else in the first person, such as in the following form: "I would like to be kept updated about the union's activities..."

~~8.2.7.2.~~ Electronic communications surrounding a student's right to participate in elections and of purely a representational nature will not be subject to such conditions as this is defined as being in the student's legitimate interest and a fundamental legislative requirement of ICU in the 1994 Education Act.

9.8. Data Retention and Deletion

~~9.1.8.1.~~ The Data Receiver shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes.

~~9.2.8.2.~~ Notwithstanding clause ~~8.1.2~~ the Parties shall continue to retain Shared Personal Data in accordance with any applicable statutory or professional retention ~~periods applicable in their respective countries and/or industry.~~

~~9.3.~~ The Data Receiver shall ensure that any Shared Personal Data are returned to the Data Discloser once processing of the Shared Personal Data is no longer necessary for the purposes it was originally shared for, as set out in clause 2.

10.9. Data Security

~~10.1.9.1.~~ The data shared by the University will be ingested into the ICU database and stored on a University College-run secure server.

~~10.2.9.2.~~ Access within ICU will be limited to certain staff members and student volunteers for management of memberships and other Union services such as the Advice service.

~~9.3.~~ ICU agrees to ensure that anyone acting on their behalf does not process any of the Data unless following instructions from the ICU (unless they are required to do so under English law).

~~10.3.9.4.~~ ICU will undertake adequate training of any of its Personnel who have access to the Shared Data;

~~10.4.~~ 9.5 ICU undertakes to take appropriate technical and organisational measures against unauthorised or unlawful accessing and/or processing of personal data and against accidental loss or destruction of, or damage to, personal data. This will include:

- Appropriate technological security measures, having regard to the state of technology available and the cost of implementing such technology and the nature of the data being protected.
- Secure physical storage and management of non-electronic data.
- Password protected computer systems.
- Restricted access to data and taking reasonable steps to ensure the reliability of employees/student leaders who have access to sensitive data.
- Ensuring data is only held if it is necessary, in line with Data Protection principles.
- Appropriate security on external routes into the organisation, for example, internet firewalls and secure dial-in facilities.

~~11.10.~~ **Co-operation**

~~11.1.10.1.~~ Each party agrees to provide the other with all information necessary to demonstrate compliance with the obligations laid down under this Agreement and for the completion of any reasonable audit, inspection or verification to ensure that the rights of Data Subjects are being respected.

~~12.11.~~ **Data Breach**

~~12.1.11.1.~~ Each party shall immediately contact the other through the representatives described under Part A of the Annex if there is any breach of security or incident relating to the Data where the Data may have been compromised.

~~13.12.~~ **Termination**

~~13.1.12.1.~~ A party may immediately terminate this Agreement if the other shall be in material breach of its terms and not remedied the breach within a period of 30 days.

~~14.13.~~ **General**

~~14.1.13.1.~~ For the purposes of this Agreement the representatives of each party are detailed under Part A of the Annex.

~~14.2.~~ Each party agrees to comply in general with the Data Protection Laws and GDPR when sharing any data explicitly mentioned above or otherwise.

For and on behalf of Imperial College of Science, Technology and Medicine

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For and on behalf of Imperial College Union

13.2.

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ANNEX

Part A

The University Representative shall be:

Name: Mr Robert Scott

Role: The University's Data Protection Officer

Email: robert.scott@imperial.ac.uk

~~Telephone: 020 7594 3502~~

The ICU Representative shall be:

Name: ~~Graham Atkinson~~ Ashley Cory

Role: ICU's ~~Managing Director~~ Director of Support Services

Email: ~~g.atkinson@imperial.ac.uk~~ a.cory@imperial.ac.uk

~~Telephone: 07971 173175~~