



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 (ULSU Group), comprising:
 - University of Lincoln Students' Union (charity no.1138187; company no. 06294857; ICO registration no. Z3259886)
 - Lincoln Students' Union Trading Ltd (company no. 08774616; ICO registration no. ZA229462)
 - Students' Union Management System Ltd (company no. 010112096; ICO registration no. ZA188357)

- 1.1 The Information Sharing Agreement and associated Schedules form part of the Memorandum of Understanding between the University and ULSU Group. The Agreement governs the provision of sharing personal data between the two Parties and explains the purposes and legal basis of the sharing arrangements.

2. Definitions-

Business day	means a day other than Saturday, Sunday and public holidays when clearing banks generally are open for non-automated business in the City of London;
Data Subject	as defined by the EU General Data Protection Regulation
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

Personal Data	as defined by the EU General Data Protection Regulation
Relevant Data Protection legislation	means any, law, statutes, decree, directive, legislative 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 (subject to Royal Assent), the EU General Data Protection Regulation (GDPR) and the Privacy and Electronic Communication Regulation 2003 (PECR)
Privacy Notice	as defined by the EU General Data Protection Regulation
Effective Date	means the date of signature by both Parties to this Agreement
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 data protection legislation, or similar statistical data which are not detailed in this Agreement must be made under the authority of the relevant the 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 demonstrate compliance with relevant data protection legislation at all times 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, but will 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 to only to personal data that falls within the remit of this Agreement.)
- 4.7 This Agreement and the associated Schedules 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 data protection legislation, 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 Schedules.
- 5.3 Neither Party will share 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 Schedules.

- 5.6 Personal data shared as part of this Agreement must be stored/ recorded by each Party in a structured, commonly used and machine readable 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 Schedules by appropriate secure methods and will not be exported outside the European Economic Area without adequate protection. In particular 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 ULSU 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.
- 7.2 The Parties will assess the potential implications of any security incidents and, if necessary, will:

- 7.2.1 Inform the data subject(s) concerned
- 7.2.2 Advise the data subjects(s) of their rights
- 7.2.3 Provide the data subject(s) with appropriate support
- 7.3 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 University of Lincoln Students' Union 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, Subject Access 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 Subject Access Request 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 coterminously 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

Name Christopher Spendlove

Signature 

Date 25 May 2018

C Spendlove
Registrar

University of Lincoln Students' Union

Name James Brooks

Signature 

Date 25 May 2018

Chief Executive.

Information Sharing Agreement between University of Lincoln and University of Lincoln Students' Union Group

The Schedules:

Membership

Employability

Health and Safety

Academic Opportunities

Advice Service

Representation