

Data Sharing Agreement between King's College London and King's College London Students' Union

1. Overview

This Agreement between King's College London (KCL) and King's College London Students' Union (KCLSU) sets out the basis upon which Personal Data held by KCL will be shared with KCLSU, Personal Data held by KCLSU will be shared with KCL and the obligations of both parties.

Students agree to a declaration on enrolment at KCL that they have read KCL's student data collection notice, which states that KCL will transfer relevant Personal Data to KCLSU. All students at KCL are automatically entitled to membership of KCLSU and to benefit from KCLSU's services. Consequently, KCL believes that the routine transfer of Personal Data to KCLSU is in students' best interests and is unlikely to cause any prejudice to their rights, freedoms or legitimate interests. As well as receiving data on its members, KCL recognises that KCLSU also needs to receive details of students who have opted out of membership of KCLSU so that KCLSU can determine which students are eligible to benefit from the privileges, services and facilities provided to members.

Students agree on joining a KCLSU club or society that limited membership information may be passed to KCL in order to form part of the student's Higher Education Achievement Report (HEAR). Students will be given the opportunity to opt out of this transfer on an individual club or society basis.

KCL & KCLSU may also share data with each other to support Test & Trace activities on campus and to support those self-isolating in response to the COVID-19 pandemic.

KCLSU is a registered charity and a company limited by guarantee. Compliance with appropriate statutes requires KCLSU to maintain a membership list for use in calling members for Annual General Meetings / Extraordinary General Meetings. Data from this list is also required by the elected Officers of KCLSU and Staff in other departments, especially but not restricted to those supporting students, to enable them to operate effectively.

Both KCL and KCLSU are registered as Data Controllers with the Information Commissioner's Office and have Data Protection policies available for reference on their respective websites.

<http://www.kcl.ac.uk/governancezone/GovernanceLegal/Data-Protection-Policy.aspx>
www.kclsu.org/data

For the avoidance of doubt, this Agreement does not constitute a contract between a Data Processor and a Data Controller under Article 28 (3) of the GDPR. Subject to the terms of this Agreement, KCLSU and KCL shall be the Data Controller for all Personal Data transferred to them by the other party under this Agreement. Where used in this Agreement, the terms 'Personal Data', 'Data Processor' and 'Data Controller' shall have the meanings assigned to them in the GDPR and Data protection Act 2018.

Any question of interpretation or dispute relating to this Agreement shall be referred, in the first instance, to the Data Protection Officer at KCL (on behalf of KCL) and the Director of Digital and Communications (on behalf of KCLSU) who shall seek in good faith to resolve the question of interpretation or dispute. Should they fail to do so within a reasonable period, the matter may be referred by either party to the Director of Students and Education (on behalf of KCL) and the Chief Executive of the KCLSU to consider and resolve.

2. How Students' Personal Information will be used by KCLSU

Personal Data transferred from KCL to the KCLSU shall be used by the KCLSU for the following purposes:

- Verification of student's identity
- Administration of elections
- Administration of clubs' and societies' memberships
- Administration of ticket sales
- To allow email, SMS and MMS communication between KCLSU and its members
- To allow email, SMS and MMS communication between its clubs' & societies' members where no email addresses / phone numbers are visible to the sender (sender: President, Student officers or other official of the club/societies)
- To ensure KCLSU is adhering to all its contractual and legal obligations.
- To ensure equal provision of KCLSU services and products to all KCL students.
- To support COVID-19 Test and Trace activities on campus

Additional purposes may be added to this list from time to time by agreement between the Data Protection Officer at KCL and the Director of Digital and Communications.

As indicated in Section 1, a limited set of data on students' club and society membership will be transferred from the KCLSU to KCL for the purpose of updating students' HEAR.

3. Restrictions on the Use of Information

Personal Data provided by KCL to KCLSU 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 KCLSU.

KCLSU may in the course of normal operations provide Personal Data to a third party in order that they may provide services to KCLSU as a Data Processor. KCLSU, as the Data Controller, shall be responsible for ensuring that the requirements of the GDPR are met, including ensuring that a suitable contract is in place with the Data Processor and that the Data Processor provides a level of data security sufficient to ensure compliance with the GDPR and relevant UK data legislation.

Anonymised statistics derived from the transferred data may be compiled by KCLSU staff and may be sent to principal funders and partners inside KCL as well as third parties from whom funding is being sought to support student activities.

KCLSU may release information when required to do so by law or when required for compliance with any legal obligation (other than one imposed by contract) or a court order.

Personal Data may also be used by KCLSU for contacting students or their dependents in an emergency. It may also be used to support Test and Trace activities on campus in response to COVID-19 pandemic and to provide support to those self-isolating.

4. Data to be Transferred to KCLSU

The following Personal Data shall be routinely transferred from KCL to the KCLSU:

- Full name
- Chosen name (if different)
- Date of birth

- Gender
- Nationality
- International student? (YES/NO)
(based on fee status)
- Postal address
- KID (King's ID)
- Opt out of KCLSU membership (YES/NO)
- Student number
- Number present on ID card
(the human readable and barcode encoded number, usually the student number)
- University email address
- Opt out of email contact (YES/NO)
- Course name
- Course code
- Course faculty and/or department as appropriate
- Campus
(on the acceptance that this is course related and not timetable related)
- Course end date
- Course level
(e.g. UG or PG)
- Mode of attendance
(e.g. FT or PT, any other mode such as distance learning which may apply)
- Student in good standing
(enrolled, course fees up to date, no outstanding disciplinary action, any other applied criteria)
- Widening Participation status
- Ethnicity
- Disability

To support Test and Trace on campus in response to the COVID-19 pandemic and provide support for those self-isolating the following may also be transferred. This information may not be used for any other purposes.

- Full name
- K Number
- Phone number
- Programme of study (where available)
- COVID-19 status
- Self-isolation status
- Date at which self-isolation began
- KCLSU Space(s) visited
- Table number (where available)
- Date & time for visit to KCLSU space

Additions & deletions

Additions or deletions from this list may be made from time to time by agreement between the Data Protection Officer at KCL and the Director of Digital and Communications at KCLSU.

5. Data to be Transferred to KCL

The following Personal Data shall be routinely transferred from KCLSU to KCL:

- KID (King's ID)
- Full name
- K Number
- Organisation name (of club or society)
- Grouping name (typically membership type such as Treasurer or President)
- Effective date
- Expiry date

To support Test and Trace on campus in response to the COVID-19 pandemic and provide support for those self-isolating the following may also be transferred. This information may not be used for any other purposes.

- Full name
- K Number
- Phone number
- Programme of study (where available)
- COVID-19 status
- Self-isolation status
- Date at which self-isolation began
- KCLSU Space(s) visited
- Table number (where available)
- Date & time for visit to KCLSU space

Additions & deletions

Additions or deletions from this list may be made from time to time by agreement between the Data Protection Officer at KCL and the KCLSU Director of Digital and Communications.

Where a student has requested to opt out of data being shared with KCL, KCLSU shall ensure that this data is not transferred.

The Personal Data listed in sections 4 and 5 will be updated via secure mechanisms and at frequencies to be agreed between KCLSU IT and KCL IT departments. 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. Where one party is provided with updated data, or is notified that a student's Personal Data has changed, the other party shall implement such updates and changes promptly and without undue delay.

6. Security

KCL and KCLSU shall ensure that its staff, agents and contractors:

- implement appropriate technical and organisational measures to protect the Personal Data transferred under this Agreement against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- take reasonable steps to ensure the reliability of staff, agents and contractors who may have access to the Personal Data transferred under this Agreement;

- not transfer Personal Data outside the European Economic Area (EEA) without adequate safeguards
- comply with the provisions of the GDPR and Data Protection Act 2018 in all other respects with regard to Personal Data transferred under this Agreement.

7. Student Opt Out Rights

KCL shall notify KCLSU of students who have opted out of membership with KCLSU in accordance with the College's Education Act 1994 Code of Practice. Where a student has opted out of membership with KCLSU, KCLSU shall ensure that Personal Data transferred under this Agreement is only processed for the purposes of determining the student's eligibility for the privileges, services and facilities pertaining to membership of KCLSU (including whether the student should pay a fee for using the services of KCLSU), and for no other purposes.

8. Rights of individuals

KCLSU and KCL shall be responsible for responding to subject access and other requests that fall under the GDPR and Data Protection Act 2018 with respect to Personal Data transferred to each party under this Agreement.

9. CCTV Footage

KCL and KCLSU may provide each other with copies of CCTV footage on an occasional and ad hoc basis where this is necessary for maintaining a safe environment in the premises provided by KCL to KCLSU or for ensuring compliance with either party's regulations and policies (including use in disciplinary proceedings).

KCL and KCLSU may also establish arrangements for the joint monitoring of CCTV systems belonging to either party to facilitate a safe environment on the College's campuses and to ensure compliance with each party's regulations and policies. Where one party is granted access to a CCTV system belonging to the other party, the party granted access shall ensure that its monitoring activities comply with its own CCTV Policies and the requirements of the GDPR and Data Protection Act 2018.

10. Retention of Information

KCL and KCLSU shall not retain Personal Data transferred under this Agreement for any longer than is necessary and in keeping with respective privacy policies and retention schedules.

11. Indemnity

Each party shall indemnify the other and keep the other indemnified against all direct, indirect and consequential losses or claims, demands, actions, proceedings, damages, costs or other liabilities without limitation and legal and other fees arising out of the failure by the indemnifying party to perform its obligations under this Agreement.

12. Jurisdiction

This Agreement shall be governed by and construed in accordance with English Law. The English Courts shall have exclusive jurisdiction to settle any dispute arising out of, or in connection with, this Agreement in the event that the parties are unable to settle the dispute amicably according to the process set out in Section 1. If a court holds any provision of this Agreement to be illegal, invalid or

Updated October 2020

unenforceable, the remaining provisions will remain in full force and effect and the parties will amend the Agreement to give effect to the stricken clause to the maximum extent possible.