

University of Northampton Students' Union & University of Northampton - Agreement for Sharing Student Personal Information to Enable Union Membership

1. Introduction

- 1.1. The following agreement governs the provision of personal information and contact details of confirmed students studying at the University of Northampton (hereinafter referred to as "the University") to the University of Northampton Students' Union (hereinafter referred to as "the Union") for the purposes of supplying the Students' Union with a list of members as set out in the Education Act. Ensuring:
 - 1.1.1. Steps are [taken as are] reasonably practicable to secure that a relevant students' union operates in a fair and democratic manner,
 - 1.1.2. Steps are [taken as are] reasonably practicable to secure that the following requirements are observed:
 - 1.1.2.1. Appointment to major union offices should be by election in a secret ballot in which all members are entitled to vote; and
 - 1.1.2.2. The governing body should satisfy themselves that the elections are fairly and properly conducted.

2. Classes of Information

- 2.1. The University will supply the Union with the following data fields on confirmed students enrolled on a University of Northampton programme:
 - 2.1.1. University ID number or "Student number"
 - 2.1.2. Forename
 - 2.1.3. Surname
 - 2.1.4. Date of birth
 - 2.1.5. Gender
 - 2.1.6. Contact email address
 - 2.1.7. Programme
 - 2.1.8. Programme level or "year of study"
 - 2.1.9. Mode of study
 - 2.1.10. Fee status
 - 2.1.11. Date on which they conclude their studies or "end date"

3. Information Provision

- 3.1. Student information and data will be provided to the Union from the University by means of a daily data transfer developed, facilitated and maintained by the University of Northampton IT Department.
- 3.2. Students will be notified of the sharing of their data with the Union in pre-enrolment.
- 3.3. In accordance with the Education Act students will have the option to opt-out of membership of the Students' Union by notifying the University.
 - 3.3.1. The Students' Union will facilitate this mechanism through provision of a form to remove themselves from membership that is available from the Students' Union website and Students' Union Reception desk.
 - 3.3.2. The University of Northampton IT Department will remove students providing the appropriate form from the data transfer, thereby removing them from the Students' Union's list of students and respective membership list.

4. Purposes for Which the Information May be Used

4.1. The Union will use this information for the following purposes only, subject to the restrictions outlined in this document:

4.1.1. The provision of an accurate Students' Union membership list that enables the following activities:

4.1.1.1. Appointment to any elected position within the Students' Union including Executive Officers, Student Reps and Student Group Leaders and Committee Members.

4.1.1.2. Fair access to all student-led activity including Sports Clubs, Societies and Volunteer Projects

4.1.1.3. Fair access to the Students' Union website, its resources, support and functionality facilitating elections and democratic processes by means of a secret ballot.

4.1.1.4. Fair access to all support services including Northampton Student Lets and our academic advice service.

5. Overriding Conditions for the Use of Personal Data

5.1. With regard to the use of students' personal data, both parties shall:

5.1.1. Ensure compliance with each other's Data Protection Policy and Procedures (where there is any difference in Policy that of the University will take precedent)

5.1.2. Ensure adequate security and prevent unauthorised access to students' personal data in compliance with the requirements of the Data Protection legislation.

5.1.3. Comply with the principles as defined in the Data Protection Act 1998 and the General Data Protection Regulations.

6. Restrictions on the Use of Information

6.1. The information provided by the University to the Union or vice versa shall not be passed to any third party, without the express consent of any individuals concerned, except under the following conditions:

6.1.1. In terms of University sharing with the Union: Where the Union has obtained the written and specific permission from the Academic Registrar on behalf of the University.

6.1.2. Where the information is released to any data processor who may operate and host the website on behalf of either party to this agreement. The Union shall ensure that such a company is contractually:

6.1.2.1. Prohibited from using the data for any other purpose.

6.1.2.2. Obligated to comply with all conditions already imposed on the Students' Union or University by this agreement.

7. Retention of Information

7.1. Except where explicit consent has been provided by individual students, the Union will securely delete personal data held no later than 6 months upon an individual's Graduation

7.1.1. This is facilitated by a delete record command through the data transfer provided by the University of Northampton IT Department

8. Review and Publication

8.1. This agreement will be reviewed by representatives of the University and the Union on an annual basis.

Signed on behalf

Of the University of Northampton

Jane M Bruce

Director of Student & Academic Services.

Signed on behalf

Of the University of Northampton Students' Union

(Chief Executive Officer)

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