

**Data Sharing Agreement  
between  
SOAS, University of London  
and  
SOAS Students' Union**

**1. Overview**

- 1.1 The following agreement governs the provision of registered students' personal data by SOAS, University of London (hereafter "SOAS") to SOAS Students' Union and identifies the purposes for which that data may be used.
- 1.2 This agreement is made in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act (2018), together the "Data Protection Legislation".
- 1.3 In this agreement "data controller", "data processor", "personal data" and "special category personal data" shall have meanings as defined by the GDPR.
- 1.4 Both SOAS and SOAS Students' Union are, individually, registered as data controllers with the Information Commissioner's Office. Both organisations shall be data controllers in common of any student personal data shared. This means that each will be separately responsible for its own processing, and for ensuring that students' personal data is processed only for the purposes described in the Student Data Protection Statement <http://www.soas.ac.uk/infocomp/dpa/student/1>, or by subsequent agreement directly with the student.

**2. How students' personal data will be used by SOAS Students' Union**

- 2.1 SOAS Students' Union will only use the personal data for the following purposes:
- 2.11 Administration of elections
  - 2.12 Administration of SOAS Students' Union clubs and societies
  - 2.13 Generation of demographic reports
  - 2.14 Verification of student identity
  - 2.15 General membership administration
  - 2.16 To allow email communication between SOAS Students' Union and its members
  - 2.17 To allow email communication between its clubs and societies members

**3. Information to be shared**

- 3.1 SOAS will provide SOAS Students' Union with the following registered student data from its student information database:
- 3.1.1 Student ID number

- 3.1.2 Forename
- 3.1.3 Middle name
- 3.1.4 Surname
- 3.1.5 Date of birth
- 3.1.6 Gender
- 3.1.7 SOAS ID Number
- 3.1.8 Nationality
- 3.1.9 Programme of study
- 3.1.10 Mode of study
- 3.1.11 Location of study
- 3.1.12 Year of study
- 3.1.13 Fee status
- 3.1.14 Department

3.2 No special category personal data will be transferred between SOAS and SOAS Students' Union.

3.3 SOAS will provide data for registered current students only.

#### **4. Data transfer and security**

4.1 Both SOAS and SOAS Students' Union warrant that they will ensure appropriate technical and organizational measures are in place to safeguard against unauthorised access, loss, use or disclosure of personal data. Such measures will take into account the current state of technological development, the cost of implementation, and assessment of the level of risk to individuals in the event of unauthorized disclosure, loss or destruction. Personal data will only be made accessible to individuals who need access to that information for the specified purpose.

4.2 Membership Solutions Limited (MSL) will act as a data processor on behalf of SOAS Students' Union to obtain student data directly from SOAS. The personal data will be transmitted to MSL electronically using a secure file sharing system.

4.3 SOAS and SOAS Students' Union will only disclose personal data to third parties other than MSL if there is a lawful basis for the disclosure under Article 6 of the GDPR.

#### **5. Conditions for the processing of student personal data**

5.1 With regard to the use of students' personal data, SOAS Students' Union shall:

5.1.1 ensure its staff are subject to a duty of confidence in respect of any personal data processing;

5.1.2 ensure compliance with SOAS's Data Protection Policy and the Data Protection Legislation;

5.2 SOAS and the SOAS Students' Union agree to notify one another without undue delay on becoming aware of a personal data breach relating to data that is notifiable to the Information Commissioners Office and the individual under this Agreement

#### **6. Restrictions on the use of information**

6.1 Neither SOAS nor the SOAS Students' Union will engage any third party to carry out its processing obligations under this Agreement without procuring through a written contract that the contractor will, at all times during the engagement, be subject to data processing

obligations no less stringent than those set out in this Agreement

- 6.2 Information sent to students shall relate directly to the operational activities of SOAS Students' Union or to products and services provided by SOAS Students' Union which are of genuine benefit to students.

## 7. Student rights

- 7.1 Students have certain rights over their personal data under the Data Protection Legislation. The rights available to students in relation to processing under this Agreement are:

- 7.1.1 The right to access a copy of their information.
- 7.1.2 The right to rectify any incorrect information held about them
- 7.1.3 The right to request that the processing of their data is restricted
- 7.1.4 The right to request erasure of their personal data
- 7.1.5 The right to object to processing of their data

Students should contact the SOAS Students' Union General Manager at [pb14@soas.ac.uk](mailto:pb14@soas.ac.uk) to make such a request.

- 7.2 Students who object to the processing of their data under this agreement can take the following measures:

- 7.2.1 If a student notifies SOAS/ SOAS Students' Union that they object to their information being shared with SOAS Students' Union then their personal data will no longer be included in the transfer of information .
- 7.2.2 Where a student opts out; SOAS Students' Union, or any data processors working on behalf of SOAS Students' Union, shall ensure that their personal data is destroyed and no longer processed without delay.
- 7.2.3 SOAS Students' Union shall maintain a readily accessible and easy-to-use mechanism for students to opt out of having their personal data being processed by SOAS Students' Union at any time.

## 8. Retention of data

- 8.1 Personal data must only be kept for the length of time necessary to perform the processing for which it was collected. This applies to both electronic and non-electronic personal data. SOAS Students' Union will ensure that it adheres to SOAS's records retention policies for student personal data, which are available on the SOAS website here:  
<https://www.soas.ac.uk/infocomp/recordsmanagement/retention/file74425.pdf>

## 9. Review and publication

- 9.1 This agreement is to be reviewed annually between 1 June and 31 July. If no changes are required, reconfirmation may be by email. It may also be reviewed at other times if it is necessary to add a new type of data processing to the agreement or make other urgent changes.

- 9.2 This agreement may be published on the SOAS and SOAS Students' Union websites.

Signed:  Date: 23 / 10 / 18

On behalf of SOAS University of London

Signed:  Date: 23 / 10 / 18

On behalf of SOAS Students' Union