

Birmingham Newman University and Newman University

Students' Union

Data Processing Agreement

1. Parties

- 1.1. Birmingham Newman University (registered business number 05493384, registered charity number 1110346), Genners Lane, Bartley Green, Birmingham, B32 3NT; 'the University' and
- 1.2. Newman Students Union (NSU), (registered charity number 1143073), Genners Lane, Bartley Green, Birmingham, B32 3NT; 'NSU'
- 1.3. Each referred to as a "Party" and together the "Parties".

2. Background

- 2.1. This Data Processing Agreement between the Birmingham Newman University (the University) and NSU reflects the arrangements that they have agreed to put in place to facilitate the sharing of Personal Data relating to students between the Parties acting as Controllers for the purposes of compliance with the Data Protection and Privacy Laws and explains the Permitted Purposes for which that Personal Data may be used.
- 2.2. The Parties agrees to share Personal Data between themselves for Permitted Purposes on the terms set out in this Agreement.

3. Definitions

Data Protection and Privacy Laws: the Data Protection Act 2018, the General Data Protection Regulation GDPR), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR) and all applicable laws and regulations relating to the processing of the Personal Data and privacy, including where applicable the guidance and codes of practice issued by the UK Information Commissioner or any other national data protection authority, and the equivalent of any of the foregoing in any relevant jurisdiction.

Permitted Purposes: The purposes for which the shared Personal Data can be used.

Shared Personal Data: The Personal Data and Special Category Data to be shared between the Parties under Agreement.

Supervisory Authority: the relevant data protection authority in the territories where the Parties to this Agreement are established, here the Information Commissioner's Office (ICO).

All other definitions shall have the meanings given to them in the Data Protection and Privacy Laws.

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4. Overview and purpose

- 4.1. This Data Processing Agreement will form part of the Memorandum of Understanding between Birmingham Newman University ('the University') and Newman University Students' Union ('NSU').
- 4.2. The Agreement governs the sharing of personal data between the Parties, defines the principles and procedures both Parties shall follow and explains the purposes for which that information may be used.
- 4.3. The Parties are responsible for the provision of services and support to the University's students. To ensure the efficient delivery and evaluation of these services it is necessary to share limited Personal Data about students. The University's Privacy Notice for Students which is made available at enrolment, informs students of the information that will be shared. Students may choose to opt out of NSU membership and request the NSU delete all their personal data. They do this by contacting the NSU after they have enrolled at Birmingham Newman University.
- 4.4. This Agreement relates to all routine sharing of personal data. Ad hoc requests not covered in the list of Permitted Purposes, and which are not detailed in this Agreement must be made under the authority of the University's Secretary and NSU Director as appropriate.
- 4.5. The University and the NSU are each independent Data Controllers. Both Parties will retain full responsibility for compliance with the Data Protection and Privacy Laws outside the scope of this Agreement.
- 4.6. Any Shared Personal Data is subject to full compliance with the Data Protection and Privacy Laws.

5. The Permitted Purposes

- 5.1. The Parties will share personal information with each other for the following Permitted Purposes:

Purpose Number	Description
1	The administration of NSU and its clubs and societies
2	The administration of recognized NSU elections
3	The administration of student representation on university committees, panels, boards and other representative bodies; The use of the NSU advice tracker
4	The verification of student identity
5	Communication between Sports Clubs and Societies
6	Generation of demographic reports for the purposes of equality and impact and engagement monitoring
7	Promotion of surveys on behalf of the University;
8	he marketing and promotion of services provided directly by NSU (subject to compliance with PECR
9	To support any investigations, or matters pertaining to student conduct, safety, mental and physical health, wellbeing, safeguarding or the prevention or detection of crime to ensure a secure and safe environment for students, staff and visitors;
10	To protect the health of students, staff, and the public
11	To comply with any legal obligation to which either Party is subject.

- 5.2 The Parties shall not process Shared Personal Data in a way that is incompatible with the above Permitted Purposes.

- 5.3 Where additional Permitted Purposes are identified as being required but fall outside _____ of the scope of 5.1, the Permitted Purposes can be amended in writing with the

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Agreement of both Parties subject to approval by the Data Protection Officer(s) for each Party.

6. Shared Personal Data

6.1. Subject to clause 6.2 to facilitate the Permitted Purposes, the Parties shall share the following Personal Data for enrolled students:

- Student ID
- Title or Salutation
- Last Name
- First Names
- Date of Birth
- Gender
- Mobile Phone Number
- Personal Email Address
- University Email Address
- Term Time Address
- Home Address
- Home Telephone Number
- Home/EU/International Status
- Course Code
- Faculty Code
- Leaver Date
- Academic Year
- Current Year/Level of study
- Mode
- Course Representative
- Modules
- Where relevant, hall of residence
- Special Category Personal Data – for example, health (physical and mental health including disability information), ethnicity, religion.

6.2. The sharing of Personal Data for the Permitted Purposes between the Parties must always:

6.2.1. Be necessary and proportionate to achieve the Permitted Purpose.

6.2.2. Be shared via an approved and secure university sharing mechanism.

6.2.3. Be kept securely and treated in Confidence

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7. Fair and lawful processing

7.1. Each Party shall ensure that it processes the Personal Data fairly and lawfully in particular in compliance with the first Data Protection Principle.

7.2. The Parties agree that the lawful basis for processing Personal Data is as specified below:

Purpose	Article 6 Lawful Basis	Article 9/Schedule 1 Lawful Basis (where relevant)
1	Legitimate Interest (Article 6(1)(f))	
2	Public Task (Article 6(1)(e))	
3	Public Task (Article 6(1)(e))	
4	Public Task (Article 6(1)(e))	
5	Legitimate Interest (Article 6(1)(f))	
6	Public Task (Article 6(1)(e))	Social Protection Law Obligation (Equality Act 2010) Article 9(2)(b)
7	Legitimate Interest (Article 6(1)(f))	
8	Consent (Article 6(1)(a))	
9	Public Task (Article 6(1)(e))	processing is necessary for reasons of substantial public interest and is authorized by domestic law (Article 9(2)(g))
10	Public Task (Article 6(1)(e))	
11	Legal Obligation (Article 6(1)(b))	

7.3. In respect to Clause 7.1, the following conditions shall apply:

7.3.1. Where the lawful basis for processing is listed as Consent under Article 6(1)(a), the Parties agree that will establish a consent management protocol that complies with the relevant provisions of the Data Protection and Privacy Laws

7.3.2. Where the lawful basis for processing is listed as Public Task under Article 6(1)(e), the Parties agree to ensure that the Public Tasks relied upon are documented and agreed as part of a Memorandum of Understanding.

7.3.3. Where the lawful basis for processing is listed as Legitimate Interest under Article 6(1)(f), the Parties agree that that an agreed Legitimate Interest Assessment will be completed for these purposes.

7.4. Both Parties shall inform Data Subjects of the purposes for which it will process their Personal Data and provide all of the information that it must provide, to ensure that the Data Subjects understand how their Personal Data will be processed by the Data Controller.

7.5. Both Parties shall, in respect of Shared Personal Data, ensure that their privacy notices are clear and provide sufficient information to Data Subjects in order for them to understand what of their Personal Data the Parties are sharing, the circumstances in which it will be shared, the purposes for the data sharing and either the identity with whom the data is shared or a description of the type of organisation that will receive the Personal Data.

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8. Provision of Information

- 8.1. Student information will be provided by the University via a secure electronic transfer. The transfer will ensure that NSU holds the most up-to-date information and ensure that the details of any student who opts out of the data sharing agreement (i.e. opts out of NSU membership) are removed without delay.

9. Restrictions on the use of information

- 9.1. Personal Data shared between the Parties for the Permitted Purposes shall not be passed to any third party, without the express consent of the individual(s) concerned, except under the following conditions:

9.1.1. the data subject has already been informed of the data sharing through an appropriately issued privacy notice,

9.1.2 the information provided by the University to NSU shall not, without the express consent of the individual concerned, be used for the purpose of direct marketing provided by organisations or individuals other than the NSU.

9.1.3 information sent to students by NSU shall relate directly to the operational activities of NSU or to products and services provided by the Union which are of genuine benefit to students.

- 9.2. Students shall be given the option in each mailing by NSU to opt out of future mailings where such mailings constitute Direct Marketing.
- 9.3. NSU shall maintain a mechanism for students to opt out of having their personal information being processed by NSU at any time.

10. Retention of personal data

- 10.1. Personal data which is shared will only be retained for as long as is necessary for the Permitted Purposes Data which is no longer required will be disposed of securely in line with published retention schedules. Data which does not identify individual students can be retained for as long as may be required.

11. Information Rights

- 11.1. All Information Rights Requests will be managed in line with established processes and procedures.
- 11.2. The Parties agree to ensure that all Information Rights Requests received in relation to Personal Data processed for the Permitted Purposes shall be managed collaboratively without undue delay.

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12. Complaints and Personal Data Breaches

12.1. Either party should notify the other party within one working day of becoming aware of a Personal Data Breach or suspected Personal Data Breach or receiving a complaint or query regarding the processing of shared personal data.

12.2. The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach relating to Personal Data shared for the Permitted Purposes.

13. Freedom of Information Requests

13.1. The Freedom of Information Act 2000 provides a right of general access to recorded information held by the University. Any requests sent to NSU regarding shared data should be referred to the University within two working days.

13.2. For the avoidance of doubt, NSU is not subject to the same provisions of the Freedom of Information Act as the University and requests for recorded information held purely by the NSU for its own independent use is out of scope of the legislation.

14. Security and Training

14.1. The Parties allow for inspections and assessments to be undertaken by the other in respect of the security measures taken or producing evidence of those measures if requested.

14.2 The Parties agree to ensure that all staff who process Personal Data for the Permitted Purposes are made aware of their Data Protection obligations when processing personal data.

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15. Resolution of Disputes with Data Subjects or the Supervisory Authority

15.1. In the event of a dispute or claim brought by a Data Subject or the Supervisory Authority concerning the processing of Shared Personal Data against either or both Parties, the Parties will inform each other about any such disputes or claims and will cooperate with a view to settling them amicably in a timely fashion.

16. Review and publication

16.1. This Agreement will be reviewed as part of the Memorandum of Understanding every two years.

16.2. This Agreement will be published on the University and NSU websites.

Signed on behalf of Birmingham Newman University



Name: Professor Jayne Mitchell

Position: interim University Secretary

Date: 01 November 2023

Signed on behalf of Newman University Students' Union



Name: Robin Pitt

Position: Union Director

Date: 11 December 2023

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