



**Data Transfer Agreement between
Canterbury Christ Church University
and
Christ Church Students' Union**

2017/18



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1. Overview

- a. The following agreement governs the provision of students' personal information by Canterbury Christ Church University ('the University') to Christ Church Students' Union ('CCSU' or 'the Union') and explains the purposes for which that information may be used.
- b. Each party has a notification as a data controller with the ICO, detailing the purposes of personal data processing by each, as follows:
 - i. Canterbury Christchurch University - Z7043317.
 - ii. Christ Church Students' Union - Z1111670.

2. Definitions

- a. "Data Controller" - an organisation that determines the purposes and the means by which personal data is used. In this instance the Data Controllers are both the University and the Union.
- b. "Data Processor" - an organisation that collects; records; stores; organises; and amends personal data. In this instance the Data Processor is the Union and MSL.
- c. "GDPR" - General Data Protection Regulation 2018.
- d. MSL - Membership Solutions Limited, the company contracted by the Union to provide CRM services.
- e. "DPA" - Data Protection Act (1998).
- f. "PECR" - Privacy and Electronic Communications Regulations (2003).



3. Information provision

- a. This Agreement is in force from 1st August 2017 until 31st July 2018.
- b. Planning & Academic Administration will transfer up-to-date information at the time of transfer.
- c. Data will be collected via the enrolment and re-enrolment process, and as part of this students will be provided with a summary of what data will be transferred to the Union, the purposes for this and how to withdraw consent for this. See Appendix 1.
- d. Data will be stored securely by both the Union, and all data processors acting on behalf of the Union, as set out in the Union's Data Protection Policy.

4. Data Transfer

- a. The University will provide CCSU with the following information for enrolled students:
 - i. Student ID number;
 - ii. First names;
 - iii. Last name;
 - iv. Mode of attendance;
 - v. Programme name;
 - vi. Year of study;
 - vii. Date of birth;
 - viii. Level of study;
 - ix. Faculty;
 - x. Department;
 - xi. Campus;
 - xii. University email address;
 - xiii. Gender; and
 - xiv. Student status (UK, EU or international).
- b. No sensitive personal data will be transferred between the University and the Union. 'Sensitive personal data' shall have the same meanings set out in the DPA and the GDPR.
- c. The University will exclude data from students studying on programmes delivered outside the UK.

5. How students' personal information will be used by CCSU

- a. CCSU will use the personal information for the following purposes only:
 - i. Administration of elections, as required under the Education Act (1994);
 - ii. Administration of CCSU clubs and societies, as part of our stated Charitable Objects of recreational activities;
 - iii. Administration of student representation on University committees, panels, boards and other representative bodies, as part of our Charitable Objects of representation;
 - iv. Electronic communication between CCSU and members, as well as between members, as part of our stated Charitable Objects of recreational activities and representation;



- v. Generation of demographic engagement reports to fulfil our Charitable Objects for all members;
- vi. Verification of student's identity to comply with the Education Act (1994); and
- vii. Ticket sales as part of our stated Charitable Objects of recreational activities.

6. Conditions for the processing student personal information

- a. With regard to the use of students' personal information, CCSU is to ensure:
 - i. Compliance with the University's Data Protection Policy and Guidelines where appropriate;
 - ii. Compliance with the eight data protection principles in the DPA and the GDPR 2018 generally;
 - iii. Compliance with the PECR (2003); and
 - iv. Members of CCSU staff and full-time elected officers handling student personal information have undertaken the Britsafe Data Protection E-Learning course before being permitted access to data.

7. Data Processors

- a. If any processing on the data transferred by the University to the Union is required to be performed by any third parties, the Union should ensure that this is consistent with the purposes of this Agreement and should also ensure that the formal contract is compliant with current and future data protection legislation is in place before any processing takes place. The Union will also provide all possible information related to this Agreement to the other party. The Data Processors should be named on any data privacy notices.

8. Restrictions on the use of information

- a. The information provided by the University to CCSU shall not be passed to any third party (data processors excluded) without the express consent of the individual(s) concerned, except where CCSU has obtained the written permission from the Academic Registrar.
- b. The information provided by the University to CCSU shall not, without the express consent of the individual concerned, be used for the purpose of marketing or promotional services provided by organisations or individuals other than CCSU.
- c. Students are given an option by CCSU in each mailing to opt out of future mailings, in compliance with PECR regulations.
- d. Information sent to students relates directly to the operational activities of CCSU or to products and services provided by CCSU which are of genuine benefit to students.
- e. All student emails will be sent out sparingly, the frequency of which will not exceed once a fortnight or 30 mailings per academic year. The exception to this will be during the main Union elections (October and March) when two emails per week will be permitted.
- f. With respect to surveys:



- i. The purpose of any survey, market or social research using CCCU student contact data will be restricted to informing improvements to the student experience and/or student outcomes.
- ii. CCSU will ensure that any research or surveys are conducted with the principle of voluntary informed consent of the student.
- iii. CCSU will also ensure that any research or surveys adhere to high ethical standards, including:
 1. Being transparent as to the subject and purpose of data collection;
 2. Respecting the confidentiality of information collected;
 3. Ensuring that participants are not harmed or adversely affected; and
 4. Respecting the rights and well-being of all individuals involved.
- iv. Any planned surveys or research work with groups of more than 100 students should be coordinated with the CCCU Student Survey Unit to help reduce survey fatigue and ensure response rates to our statutory surveys (e.g. NSS and DLHE) are maintained.
- v. Surveys or research with groups of more than 100 students using CCCU student contact data should not be undertaken in the period January-April without the express permission of the Student Survey Unit.

9. Student opt out rights

- a. Upon enrolment and re-enrolment to the University students are presented with information regarding their membership of CCSU and the mechanism for opting out of this membership. At this stage the uses of personal data by CCSU are highlighted.
- b. CCSU shall maintain a mechanism for students to opt out of receiving marketing information but remain on the Membership Solutions Database, as detailed in 8c.

10. Review and publication

- a. This Agreement is to be reviewed annually by the Students' Union and University Partnership Forum at the end of each academic year.

Ben MacPhee

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Krum Tashev

2017/18 Union President, Christ Church Students' Union

Professor Helen James

Pro-Vice Chancellor - Education & Student Experience, Canterbury Christ Church University

DATE:



Appendix 1 Student Enrolment Text

Students' Union Membership

Upon registering at the University, you agree to become a member of Christ Church Students' Union ("CCSU") at no cost to you. To view your membership benefits visit www.ccsu.co.uk/about.

Any student wishing to exercise their right not to be a member of CCSU can opt out of membership. Please refer to the Code of Practice found at www.ccsu.co.uk/about/policy/.

If you would like to opt out, please email president@ccsu.co.uk from your University email account with your name and Student ID number stating that you wish to opt out from Students' Union membership.

How CCSU will use your data

The University will share your name, University email address and other non-sensitive personal data with CCSU and CCSU will use that information for the purpose of compliance with the Education Act (1994) and for the running CCSU.

Separately from your membership, CCSU would also like to keep you informed of activities that may be of interest to you. By completing the registration process you agree you would like to be kept updated about CCSU's activities and CCSU can contact you about student affairs. You can opt out of receiving these emails by clicking the link contained within them at any time, or by emailing hello@ccsu.co.uk.

I confirm I have read the information in regard to membership of Christ Church Students' Union and how my data will be used. [*compulsory tick box to progress*]