

## **Data Sharing Agreement:**

### **University of Winchester and Winchester Students' Union**

#### **1. University of Winchester (UoW) undertakes to:**

- a) inform applicants and pending enrolment students of the existence of the Winchester Students' Union.
- b) clearly outline the implications (from a personal data perspective) of joining the Students' Union and the individual's right not to be a member of the Students' Union.
- c) assist with any training and advice required for Students' Union staff on data protection requirements.
- d) liaise with the Students' Union in relation to conducting a bi-annual review of this agreement and adherence to the terms, at the start of each term/semester if it was deemed appropriate.
- e) include this agreement on its website as part of the privacy pages on the University's website and make students aware of it during enrolment.
- f) refer any formal complaints it receives about matters covered by this agreement to the Data Protection Officer and to inform the complainant of the referral.

#### **2. Winchester Students' Union (WinchSU) undertakes to:**

- a) use the personal data only for the purposes specified, and to observe the Code of Conduct for Communication of Marketing or Promotional Material as per Section 3 below
- b) demonstrate that its staff who are accessing personal data have undergone the appropriate training on data protection requirements.
- c) ensure appropriate technical and organisational measures are in place to safeguard against data breaches, unauthorised use or disclosure of the data. Personal data will only be accessible to the individuals who need it for the agreed specified uses.
- d) keep any personal data securely and in accordance with Data Protection legislation
- e) maintain separate databases for the purposes of unsolicited direct marketing, as covered by the Code of Conduct for Communication of Marketing or Promotional Material described in Section 3, and to keep adequate records of students opting out of such communications from the Students Union. These measures to be reviewed at least once a year to assure the University of data handling processes.
- f) conduct regular audits of adherence to this agreement and/or co-operate with any such audit of adherence to this agreement conducted by the University or its agents.
- g) refer any formal complaints it receives about matters covered by this agreement to the Data Protection Officer and inform the complainant of the referral.

h) include reference to this agreement as part of the [Students' Union Privacy Notice](#).

### 3. Code of Conduct for Communication of Marketing or Promotional Material

a) Notices communicated by the Students' Union to its members for the purposes of:

- i. public/University health and safety campaigns
- ii. emergency notices in respect of civil contingencies
- iii. supporting the democratic structures and activities of the Union

are **not** deemed to be marketing/promotional material. Ongoing unsolicited communications to students for these purposes are acceptable without consent. The basis for such communication is because of a legal requirement to protect and promote the health and safety of the student body and for the purpose of its public task to promote democratic engagement derived from Section 22 of the Education Act, and its own [Articles of Association](#)

b) Unsolicited communications may be sent initially by the Students' Union to its members, to promote the Students' Union operations and activities and/or commercial benefits secured by the Students' Union for its members. Such communications will always be accompanied by the opportunity for members to opt out of future marketing, and where members exercise that right, this will be upheld.

c) All such communications using the UoW computing network shall comply with the [IT Acceptable Use Policy](#).

d) No personal data will be disclosed to external agencies for marketing purposes without the explicit consent of the data subjects.

### 4. Information to Be Routinely Shared

#### University with Students' Union

a) The University will provide the Students' Union with the following information of enrolled students to facilitate membership of the SU. Students described in 4(b) will be excluded from the routine sharing.

Student forename	UoW Email Address
Student Surname	Student ID Number
Date of Birth	Gender
Programme Code	Mode of Attendance
Enrolment Status	Programme Level
Student Type Code (UG/PG/FE)	Department
Fee Status (UK/EU/International)	Start Date/Planned End Date

b) The following students will be excluded from the routine sharing

- partnership students studying wholly or mainly (that is for more than half their time) at a partner institution;
  - research students that are at write-up stage;
  - students studying outside the UK;
  - non-UK based distance learning students;
  - students who have exercised their right not to be a member of the Student's Union<sup>1</sup>.
- c) No sensitive personal data will be routinely transferred between the University and the Students' Union.

#### Students' Union with University

- d) The Students' Union will provide the University with information for populating individual student Higher Education Achievement Reports (HEAR). The University will provide the facility to allow individuals to edit their HEAR record and decide who has access to it. A full list of the information currently included within the HEAR is available [here](#)
- e) The Students' Union will provide the University with information about student activity group memberships to facilitate and monitor engagement for management reporting, and to administer the operational delivery of events and provision of facilities in partnership with the Union. All direct promotion and marketing communications with activity group members regarding University of Winchester facilities and services will be agreed in advance with the Union.

### **5. Lawful Basis for Sharing**

- a) Routine sharing is undertaken on the basis that it falls within the legal obligations of both parties. Under the Education Act 1994, the University of Winchester has a statutory duty to ensure that the Students' Union operates in a fair and democratic manner<sup>2</sup>. The Students' Union works alongside the University of Winchester in ensuring that the affairs of the Union are properly conducted and that the education and welfare needs of the members of the Students' Union are being met<sup>3</sup>.
- b) The sharing is considered necessary and proportionate and does not prejudice the rights,

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<sup>1</sup> The Students' Union offers a variety of services to its students. Every Student has the right not to be a member of the Union and to signify that they do not wish to be represented by a representative body, as outlined under Section 22(2)(c) of the Education Act 1994. Any student wishing to exercise that right should notify the Students' Union in writing, and their membership will be terminated accordingly. Every student who has opted out of being a member of the Union, or not to be represented by a representative body which is not an association, will not be unfairly disadvantaged with regards to the provision of commercial services or otherwise. Students who have opted out of membership will not be permitted to engage with the democratic functions of the Students' Union.

<sup>2</sup> Section 22(1) Education Act 1994

<sup>3</sup> Articles of Association of Winchester Students' Union, 'Background' – point D., pg.1

freedoms or legitimate interests of the data subjects. Individuals may opt out of membership of the Union at any time and in the case of the HEAR, control over who this information is shared with outside the University rests with the individual.

#### **6. Frequency and Mode of Sharing**

- a) The information will be provided from the University to the designated point of contact in the Students' Union in the form of a secure data transfer at a schedule that ensures data is current and correct. If the Students' Union develops a system that can take an automatic transfer the University will work with them on integrations.
- b) Information will be provided from the Students' Union to the relevant designated point of contact in University of Winchester in the form of a secure data file transfer. The information will be provided from the University to the designated point of contact in the Students' Union in the form of a secure data transfer at a schedule that ensures data is current and correct.

#### **7. Other information to be shared**

- a) Personal data may also be shared between the parties where required and necessary to ensure that the policies, procedures and legal responsibilities of both parties are upheld, to investigate fully any alleged breach and where necessary take any further action. Due regard will be given to the relevant Student Conduct and Disciplinary Policy and the rules of behaviour outlined therein.
- b) Where [sensitive personal data](#) is involved, in particular the commission or alleged commission of a criminal offence, consideration will be given to whether the sharing is necessary in order for the University to promptly assess whether the student meets any fitness to practise standards required by the programme on which they are enrolled or to assess the risk posed by the individual to the wider student/staff body.
- c) The personal information of students will be disclosed between WinchSU and UoW if either party believes in good faith that such a disclosure is necessary to comply with the legal obligations or protect the rights and property of WinchSU and UoW.
- d) The personal data of students, including where appropriate some sensitive personal data, may be disclosed between WinchSU and UoW if either party believes there is a risk to the student and/or to others. Examples of this might be when using University student support services or the Students' Union Advice Centre where a student may disclose details that indicate they could be a danger to themselves or to others. Only the necessary information will be shared to ensure that the Students' Union and the University are ensuring the health and safety of its staff and visitors and providing a duty of care to the person whose data is being shared. Where possible this information will be anonymised

before sharing.

- e) Where a student is employed by WinchSU, information will be shared between the parties to ensure legal compliance with any Right to Work restrictions that may be in effect.

**8. Designated Points of Contact**

For routine sharing, the following points of contact are designated for queries relating to the data and its transfer:

For the University: [DPO@winchester.ac.uk](mailto:DPO@winchester.ac.uk)

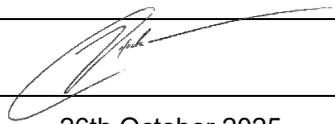
For the Students' Union: [student.union@winchester.ac.uk](mailto:student.union@winchester.ac.uk)

**9. Complaints and Remedies**

All formal complaints made by students in respect of matters covered by this agreement shall be directed to the University Data Protection Officer in the first instance and will be shared with the Students' Union Data Protection Officer.

**10. Review and Publication**

This agreement is to be reviewed bi-annually by the University of Winchester and Winchester Students' Union and will be published on the University and Union websites.

<b>Stephen Dowell</b>	<b>Andrew Hodgson</b>
<b>Data Protection Officer</b>	<b>Chief Executive Officer</b>
<b>University of Winchester</b>	<b>Winchester Students' Union</b>
<b>Signature</b>	<b>Signature</b>
<i>Stephen Dowell</i>	
<b>Date</b> 17 October 2025	<b>Date</b> 26th October 2025