

Data Sharing Agreement between King's College London and King's College London Students' Union

1. Overview

- 1.1 This Agreement between King's College London (King's) and King's College London Students' Union (KCLSU) sets out the basis upon which Personal Data held by King's will be shared with KCLSU and the Personal Data held by KCLSU will be shared with King's and the obligations of both parties.
- 1.2 Students agree to a declaration on enrolment at King's that they have read King's Student Data Collection Privacy Notice, which states that King's will transfer relevant Personal Data to KCLSU. All students at King's are automatically entitled to membership of KCLSU and to benefit from KCLSU's services. Consequently, King's believes that the routine transfer of Personal Data to KCLSU is in the students' best interests and is unlikely to cause any prejudice to their rights, freedoms or legitimate interests. In addition to receiving personal data about its members, King's recognises that KCLSU also needs to receive details of students who have opted out of membership of KCLSU so that KCLSU can determine which students are eligible to benefit from the privileges, services and facilities provided for them.
- 1.3 Both King's and KCLSU are registered as Data Controllers with the Information Commissioner's Office and have Data Protection policies available for reference on their respective websites.
[Data Protection Policy | King's College London](https://www.KCLSU.org/about/KCLSU/data/)
<https://www.KCLSU.org/about/KCLSU/data/>
- 1.4 For the avoidance of doubt, this Agreement does not constitute a contract between a Data Processor and a Data Controller under Article 28 (3) of the UK GDPR. Subject to the terms of this Agreement, KCLSU and King's will be the Data Controller for all Personal Data transferred to them by the other party under this Agreement.
- 1.5 Where used in this Agreement, the terms 'Personal Data', 'Data Processor' and 'Data Controller' shall have the meanings assigned to them in the UK GDPR and the Data Use and Access Act 2025.
- 1.6 Any question of interpretation or dispute relating to this Agreement shall be referred, in the first instance, to the Data Protection Officer at King's (on behalf of King's) and the KCLSU Data Protection Officer or other delegated by the KCLSU Chief Executive, (on behalf of KCLSU) who shall seek to resolve the question of interpretation or dispute.
- 1.7 If resolution is not reached within a reasonable period, the matter can be referred by either party to the Director of Students and Education (on behalf of King's) and the Chief Executive of the KCLSU to consider and resolve.
- 1.8 KCLSU is a registered charity (1136729) and a company limited by guarantee. Compliance with appropriate statutes requires KCLSU to maintain a membership list for use in calling members for Annual General Meetings / Extraordinary General Meetings.

2. How Students' Personal Information will be used by KCLSU

- 2.1 Personal Data transferred from King's to KCLSU shall be used by KCLSU for the following purposes:
 - Verification of a student's identity
 - Administration of elections
 - Administration of Student Group memberships
 - Administration of ticket sales for KCLSU events, including Student Group events which are King's Student only
 - To allow email, SMS and MMS communication between KCLSU and its members
 - To allow email, SMS and MMS communication between its Student Group members
 - To ensure KCLSU is adhering to all its statutory and legal obligations.
 - To enable KCLSU Member Regulatory processes

- To enable KCLSU to provide advice and guidance to King's students. This will be provided on an "ad hoc" basis dependent on individual cases
 - To enable the outcome of King's Student Conduct and Appeals cases that have been supported by KCLSU to be known
 - To ensure equal provision of the KCLSU experience to all King's students
- 2.2 Any new purposes that may also require additional personal data be added to this list from time to time by agreement between the Data Protection Officer at King's and the Chief Executive Officer at KSLCU.

3. Restrictions on the Use of Information

- 3.1 Personal Data provided by King's to KCLSU will not, without the express consent of the student concerned, be used for the purpose of marketing services provided by organisations or individuals other than KCLSU.
- 3.2 KCLSU may in the course of normal operations provide Personal Data to a third party in order that they may provide services to KCLSU as a Data Processor. KCLSU, as the Data Controller, will be responsible for ensuring that an appropriate Contract is in place with a Data Processor. They will be able to evidence compliance with the UK GDPR, other relevant UK data protection legislation and provide an appropriate level of security sufficient to meet certification such as Cyber Essentials or ISO:27001:2022.
- 3.3 Anonymised statistics derived from the transferred data may be compiled by KCLSU and may be sent to funders and stakeholders inside King's as well as third parties from whom funding is being sought to support student activities.
- 3.4 KCLSU may release information when required to do so by law or when required for compliance with any legal obligation (other than one imposed by contract) or a court order. Personal Data may also be used by KCLSU for contacting students or their dependents in an emergency.

4. Data to be Transferred to KCLSU

The following Personal Data shall be routinely transferred from King's to the KCLSU:

- Full name
- Chosen name (if different)
- Date of birth
- Gender
- Nationality
- International student? (YES/NO) (based on fee status)
- Term-time address and home address
- Mobile number
- KID (King's ID)
- Opt out of KCLSU membership (YES/NO)
- Student number
- University email address
- Opt out of email contact (YES/NO)
- Programme name
- Course code
- Course faculty and/or department as appropriate
- Campus (on the acceptance that this is course related and not timetable related)
- Course end date
- Course level (e.g. UG or PG)
- Mode of attendance (e.g. FT or PT, any other mode such as distance learning which may apply)
- Widening Participation status
- Disability Status
- Ethnicity
- Personal email addresses for the purpose of supporting the "Settling into King's" processes
- Alumni applying for KCLSU Associate Membership (for due diligence)

Additions and deletions to Section 4

- Additions or deletions from this list may be made from time to time by agreement between the Data Protection Officer at King's and the Data Protection Officer or other delegated KCLSU staff member by the Chief Executive.

5. Data to be Transferred to King's

The following Personal Data shall be routinely transferred from KCLSU to King's:

- KID (King's ID)
- K Number
- Full name
- Organisation/name of Student Group (for HEAR data)
- Grouping name (typically membership type such as Treasurer or President)
- Effective date of KCLSU membership
- Expiry date of KCLSU membership

Additions and deletions to Section 5

- Additions or deletions from this list may be made from time to time by agreement between the Data Protection Officer at King's and the Data Protection Officer or other delegated KCLSU staff member by the Chief Executive.

Aggregated Data

- For quality assurance, monitoring, reporting purposes additional aggregated data may be transferred between the parties by agreement between the Data Protection Officer at King's and the Data Protection Officer or other delegated KCLSU staff member by the Chief Executive.

Transfer to Personal Data between the Parties

- The Personal Data listed in Sections 4 and 5 will be updated via secure mechanisms and at frequencies to be agreed between KCLSU IT and King's Student Records departments.
- It is understood that as technology and best practice guidelines evolve, the methods of data transfer may change without any variation to the underlying data or intended usage. Where one party is provided with updated personal data or is notified that the Personal Data of a student has changed, the other party shall implement such updates and changes promptly and without undue delay.

6. Security

King's and KCLSU shall:

- ensure the reliability of staff, agents, contractors and data processors who may have access to the Personal Data transferred under this Agreement and that they all regularly complete training in Data Compliance and information security
- ensure that personal data about identifiable students is only given to those who need access for a specified purpose
- implement appropriate technical and organisational measures to protect the Personal Data transferred under this Agreement against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures must be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected
- comply with the provisions of the UK GDPR and the Data Use and Access Act 2025 in all other respects regarding Personal Data transferred under this Agreement

7. Student Opt-Out Rights

- 7.1 King's will notify KCLSU of students who have opted out of membership with KCLSU in accordance with the University's Education Act 1994 Code of Practice
- 7.2 KCLSU will notify King's of students who have exercised their right to opt out of membership of KCLSU via request to the President of KCLSU
- 7.3 Where a student has opted out of membership with KCLSU, KCLSU shall ensure that Personal Data transferred under this Agreement is only processed for the purposes of determining the student's eligibility for the privileges and for no other purposes.

8. Rights of individuals

- 8.1 KCLSU and King's shall each be responsible for responding to Data Subject Access requests and other requests that fall under the UK GDPR and Data Use and Access Act 2025 with respect to Personal Data transferred to each party under this Agreement.

9. CCTV Footage

- 9.1 King's and KCLSU may provide each other with copies of CCTV footage on an ad hoc basis and may also establish arrangements for the joint monitoring of CCTV systems belonging to either party where this is necessary for maintaining a safe environment on the premises provided by King's to KCLSU or for ensuring compliance with either party's regulations and policies (including use in disciplinary proceedings).
- 9.2 Where one party is granted access to a CCTV system belonging to the other party, the party granted access will ensure that its monitoring activities comply with its own CCTV Policies and the requirements of the UK GDPR and Data Use and Access Act 2025.

10. Retention of Information

- 10.1 King's and KCLSU shall not retain Personal Data transferred under this Agreement for any longer than is necessary to perform the processing for which it was collected and in keeping with respective privacy notices and retention schedules.

11. Indemnity

- 11.1 Each party shall indemnify the other and keep the other indemnified against all direct, indirect and consequential losses or claims, demands, actions, proceedings, damages, costs or other liabilities without limitation and legal and other fees arising out of the failure by the indemnifying party to perform its obligations under this Agreement.

12. Jurisdiction

- 12.1 This Agreement shall be governed by and construed in accordance with English Law. The English Courts shall have exclusive jurisdiction to settle any dispute arising out of, or in connection with this Agreement if the parties are unable to settle the dispute amicably according to the process set out in Section 1.
- 12.2 If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend the agreement to give effect to the stricken clause to the maximum extent possible.