

London Business School and London Business School Student Association

Data Sharing Agreement – April 2018

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1 Overview

- 1.1 The following agreement governs the sharing of personal information between London Business School ('the School') and London Business School Student Association ('the SA') and explains the purposes for which that information may be used.
- 1.2 The SA is a separate legal entity from the School and governs clubs and societies as well as their own activities.
- 1.3 This agreement governs the sharing of personal information provided to the School with the SA (points 2-9 and 11-13); and the sharing of personal information provided to the SA with the School (10-13).

2 Information to be shared by the School with the SA

- 2.1 The School will regularly provide the SA with personal information of current registered students as specified in Appendix 1.
- 2.2 The School may provide limited information on non-student members of its community to facilitate accurate and secure identification of them as members of the School community as specified in Appendix 2.

- 2.3 Other data may be provided on an ad-hoc basis. In cases where this information is already shared on community platforms permissions will be granted. When private or sensitive data is requested the provision of this information will be at the sole discretion of the School.
- 2.4 The SA must not aggregate personal data for purposes other than operating the SA itself.
- 2.5 Requests by individual clubs for any data specified in clause 2.1 should be made by the club officer to the SA executive committee.

3 Information provision to the SA

- 3.1 Student information will be provided securely by IT, Operations Department. The School will transfer up-to-date information at the time of transfer and ensure the details of any students who opt out of the data sharing agreement are not included.
- 3.2 IT, Operations Department will provide the student information regularly and upon reasonable request but at a frequency not exceeding one request per week.

4 How students' personal information will be used by the SA

- 4.1 The SA will use the personal information for the following purposes only:
 - 4.1.1 Administration of elections
 - 4.1.2 Administration of the SA clubs and societies
 - 4.1.3 Administration of student representation on School committees, panels, boards and other representative bodies
 - 4.1.4 Generation of demographic reports
 - 4.1.5 Verification of students' identity
 - 4.1.6 Ticket Sales / Club and Societies Memberships
 - 4.1.7 To facilitate communication between the SA and its members
 - 4.1.8 To facilitate communication between its Clubs' and Societies' members
 - 4.1.9 To administer surveys of its members

5 Conditions for processing personal information by the SA

- 5.1 With regard to the use of personal information, the SA is to ensure:
 - 5.1.1 That it has documented processes and procedures for the handling of personal data shared under this agreement, including but not limited to:
 - 5.1.1.1 Mechanisms for the authorisation and revocation of access rights
 - 5.1.1.2 Specification of systems on which the personal data may be stored
 - 5.1.1.3 Encryption of personal data
 - 5.1.1.4 Mechanisms for transferring personal data
 - 5.1.1.5 Mechanism for managing opt-out requests
 - 5.1.1.6 Training on data compliance for SA Officers that manage this data

The SA shall provide copies of these processes and procedures to the School on request; shall provide evidence of the effectiveness of these, typically annually, for audit purposes; and shall fully cooperate with the School in investigating any incident where there are reasonable grounds to believe that a breach of personal data may have occurred.

- 5.1.2 Compliance with the SA's Data Protection Policy
- 5.1.3 Compliance with the eight data protection principles in the Data Protection Act 1998 generally
- 5.1.4 Only the SA executive committee and club officers (restricted to club members) will have access to personal information
- 5.1.5 Members of the SA executive committee handling student personal information will be familiar with the Data Protection Act
- 5.1.6 Any data processor the SA uses has security policies and procedures that ensure compliance with Principle 7 of the Data Protection Act 1998

6 The use of School email addresses by the SA

- 6.1 School email addresses may only be used as part of an identification process. Unless covered in '4 How students' personal information will be used', other uses of these email addresses, may only be carried out with the consent of the user.

7 Restrictions on the SA's use of information

- 7.1 The information provided by the School to the SA shall not be passed to any third party without the express consent of the individual(s) concerned, except where this facilitates the secure transfer of approved data (3.1).
- 7.2 Where the SA wishes to use a third-party for data processing only, there must be in place a written data sharing agreement with that third-party that imposes no less obligations on that data processor than this agreement does. The SA shall keep a register of any such data processing arrangements that it makes, and the associated data sharing agreement, available for inspection by the School on request.
- 7.3 The information provided by the School to the SA 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 the SA.
- 7.4 Students and other contacts on the SA database are given an option by the SA in each mailing to opt out of future mailings.
- 7.5 Information sent to students and other contacts on the SA database relates directly to the operational activities of the SA or to products and services provided by the SA which are of genuine benefit to students.
- 7.6 All SA emails outside of membership groups or clubs will be sent out sparingly and on average not more than three a week.
- 7.7 Clubs emails are not included in 7.6. It is the responsibility of the SA to ensure that clubs are using their members' personal information – including email – in an appropriate way.

8 Student and other contacts on the SA database opt out rights

- 8.1 The following opt out procedures shall be in place:
- 8.1.1 If a student notifies the School that they object to their information being shared with the SA, then their personal information will no longer be included in the transfer of information.
 - 8.1.2 Where a student notifies the School that they wish to opt out of the SA, the school will direct the student to the SA.
 - 8.1.3 Where a student opts out, by informing the SA, the SA (or any data processors working on behalf of the SA) shall ensure that their personal information is removed and no longer processed and that the SA requests for them to be removed from any subsequent data transfer from the School.
 - 8.1.4 The SA shall maintain a mechanism for students to opt out of receiving marketing information but remain on their database for the purposes of elections.
 - 8.1.5 Where other contacts on the SA database select opt-out the SA will ensure that their personal data is removed and no longer processed.
 - 8.1.6 Where the School gives the SA permission to email to students using School systems, in these instances opt outs would be managed by the School.

9 Retention of information

- 9.1 The SA will ensure that it adheres to the School's records retention schedule. Advice relating to this can be obtained from the Deputy School Secretary.
- 9.2 The SA will implement processes to ensure that access to student data is strictly controlled and only used for the purposes set out in clause 4 by the officers referred to in clause 5.

10 Sharing of data by the SA with the School

- 10.1 School staff can request the following data from the SA:
- 10.1.1 Anonymised and aggregated data that will assist in the provision and enhancement of School services and operations. The SA can choose to grant regular access to this data to individual staff members where they deem this is appropriate.
 - 10.1.2 Individual student's activity on Campus Groups or other SA content management platforms where directly relevant for that student's learning or professional development. When such data are requested the provision of this information will be at the sole discretion of the SA.

11 Review and publication

- 11.1 This agreement is to be reviewed annually by the SA and the School.

11.2 This agreement will be published on the School and the SA websites.

12 Breach of the agreement

12.1 Any transfers of data outlined above may be stopped if there is any material breach of this agreement and either party may require that any personal data that has been transferred to be deleted.

12.2 Any suspected breach of this agreement must be reported to the signatories of this agreement immediately.

13 Contact

13.1 Any questions about this agreement should go in the first instance to the Student Association Operations Officer.

Signed on behalf of the School

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Print name:

Senior Student-led Initiatives Manager

Signed on behalf of the Student Association

.....

Print name:

Student Association Senior Operations Executive

14 Appendix

Background

This appendix governs the transfer of data from SchoolDB (the system used by the School to manage user data) into Campus Groups (the system used by the Student Association to manage user data).

The following outlines the current approach and potential changes.

1. Current approach

1.1. The fields identified as necessary for the operation of Campus Groups are:

- 1.1.1. First name
- 1.1.2. Last name
- 1.1.3. Email address
- 1.1.4. Month of graduation
- 1.1.5. Year of graduation
- 1.1.6. Account type
- 1.1.7. Gender

1.2. Annotated with how currently treated:

- 1.2.1. First name [matching field in SchoolDB]
- 1.2.2. Last name [matching field in SchoolDB]
- 1.2.3. Email address [matching field in SchoolDB]
- 1.2.4. Month of graduation [preset to July]
- 1.2.5. Year of graduation [matching field in SchoolDB]
- 1.2.6. Account type [matched to programme field in SchoolDB]
- 1.2.7. Gender [automatically entered as 'N/A']

1.3. Current process

- 1.3.1. Request is made to IT, typically twice a year
- 1.3.2. IT generates excel document
- 1.3.3. IT emails excel document to SA representative or Student-led Initiatives Manager on behalf of SA
- 1.3.4. Excel document is uploaded into Campus Groups by Student Association or Student-led Initiatives Manager on behalf of SA

2. There are two proposed approaches being worked on depending on which is more technically feasible, Proposal A and Proposal B with Proposal B being the preferred approach

2.1. Proposal A is to automate the transfer of the data outlined in 1 so that it happens:

- 2.1.1. Regularly, e.g. twice a week
- 2.1.2. Directly from IT into Campus Groups

2.2. Proposal B is to use an API to create a closer link between SchoolDB and Campus Groups:

- 2.2.1. Relevant fields (1.1.1. – 1.1.6.) can be updated 'live'
- 2.2.2. Link will only be established once a user gives explicit permission via Campus Groups Terms and Conditions

- 2.2.3. Connected to single sign-on
- 2.2.4. Will add 'SchoolDB' number as a unique identifier field rather than School email
- 2.2.5. Will allow the accurate updating of transition from 'student' to 'alumni' or other changes in student status

3. Non-student data

- 3.1. Currently, students, staff and faculty are transferred over to Campus Groups. This is intended to continue
- 3.2. Under Proposal A, alumni status would be determined based on 'month of graduation' and 'year of graduation' fields

Under Proposal B, fields for all users that give consent (via Terms and Conditions) will be updated via live link to School DB. This would include alumni, staff, and faculty.