

DATA SHARING AGREEMENT

between

Bournemouth University (1);

and

[REDACTED] (2);

and

[REDACTED] (3)

USE OF THIS DOCUMENT

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DATA SHARING AGREEMENT is made this day of
BETWEEN:

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- (1) **Bournemouth University Higher Education Corporation** of Poole House, Talbot Campus, Fern Barrow, Poole, Dorset, BH12 5BB, UK (the “**University**”) and for notices copy to Legal Services, Bournemouth University, Studland House, 12 Christchurch Road, Bournemouth BH1 3NA (ref: LXF);
- (2) [REDACTED] (registered number [REDACTED] whose registered office is at [REDACTED] (the “**Provider**”); and
- (3) [REDACTED] incorporated and registered in England and Wales with company number [REDACTED] whose registered office is at [REDACTED] (“**the Operator**”).

BACKGROUND

- (A) The Provider, through its managing agent the Operator, provides accommodation and associated services for Students at [REDACTED].
- (B) The Provider has entered into agreements dated [REDACTED] with the University (the “**Accommodation Services Agreements**”) with regard to the provision of accommodation to the University’s Students in the properties referred to in paragraph (A) above, on the basis that bookings of such accommodation shall be secured through the University’s Accommodation Portal but the accommodation shall be provided and managed by the Provider under agreements for occupation made with individual Students either by the Provider or by the University under arrangements made between the University and the Provider (as the case may be).
- (C) The processes by which such accommodation will be booked and managed and the Students living in that accommodation are appropriately safeguarded requires the Parties to process and share Personal Data with each other and potentially with third parties.
- (D) The Parties agree to enter into this Agreement to supplement the Accommodation Services Agreement, to set out the basis on which they will share and otherwise process that Personal Data for the Purposes (as defined below) in the ordinary course of their respective activities.
- (E) This is a free-standing Agreement that does not incorporate or impact upon the terms of the Accommodation Services Agreement or any commercial business terms established by the Parties under any other separate commercial arrangements.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Accommodation Portal: the University's web-based interface through which individuals who have accepted a place to study at the University can secure (subject in some cases to confirmation of booking direct with External Accommodation Providers) student accommodation provided by the University or under contract between the University and the Provider or other External Accommodation Providers, and which can be accessed through the following link <https://accommodationportal.bournemouth.ac.uk/StarRezPortalX/0484197C/1/1/Home-Home>:

Accommodation Providers: organisations (including the Provider, the Operator and the University) which operate and manage Portal Accommodation

Agreement: this Agreement, which is a free-standing document that does not incorporate commercial business terms established by the Parties under separate commercial arrangements.

Agreement Data: the Personal Data (including Special Category Data) processed by the Parties for the Purposes as further illustrated in clause 4.1, which comprises Shared Data, Third Party Disclosures and other Personal Data collected and further processed by the Parties in the course of pursuing the Purposes.

Basic Information: Agreement Data which comprises an individual's name, date of birth, address and other contact details.

BU Accommodation Services: the University's Accommodation Services Team

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for general business.

Commencement Date: as defined in clause 2.1.

Criminal Convictions Data: Personal Data relating to certain criminal convictions of, or offences committed by, a Student. This includes information about proceedings for such an offence committed or alleged to have been committed by the Student or the disposal of such proceedings, including sentencing.

Criminal Convictions Data Policy: The University's policy number 3E (Admissions Policy for students with a Criminal Record) as set out in Schedule 4 and as amended from time to time.

Data Breach: where Agreement Data has been disclosed to, accessed by or otherwise made available to unauthorised third parties, lost or altered, or has otherwise been processed in breach of this Agreement or the Data Protection Legislation, or where there are reasonable grounds for considering that this has occurred.

Data Breach Near Miss: a situation in which a Data Breach almost occurred and was prevented from occurring by ad hoc intervention rather than standard application of policy or process

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority and applicable to a party.

Data Subject Request: a request made by a Data Subject to exercise any of their rights under Articles 15 to 18 and 20 to 21 of the UK GDPR.

External Accommodation Providers: organisations (including the Provider but not including the University) which operate and manage Portal Accommodation.

Parent/Guardian: a person with parental or other legal guardianship responsibility for an U-18 Student, or a person based in the UK who is authorised by a person who has parental or other legal guardianship responsibility for an U-18 Student and is based outside the UK to act on their behalf with regard to the U-18 Student.

Portal Accommodation: accommodation for students of the University which is secured through the University's Accommodation Portal.

Preference Information: information relating to personal characteristics and preferences of Students which may be relevant to their compatibility with other Students for the purposes of sharing accommodation, but which does not contain any Special Category Data.

Privacy Notice: information which sets out to Data Subjects such information about the processing of Personal Data as is required under Articles 13 and 14 of the UK GDPR (as applicable).

Provider Accommodation: Portal Accommodation owned/leased and/or managed by the Provider, being the premises referred to in Recital (A) to this Agreement.

Purposes: The purposes for which the University and the Provider carry out the processing of Personal Data to which this Agreement applies, as defined in clause 3.2.

Regulatory Authority: any competent data protection or privacy authority by which the Provider or the University is regulated.

Sensitive Data: Criminal Convictions Data and the Special Category Data which is described in clause 4.1(a)(iii).

Shared Data: any Agreement Data which is shared between the Parties to this Agreement as further defined in *clause 4.2* and *Schedule 1* of this Agreement.

Special Category Data: is data within the description of special categories of personal data as described in Article 9(1) of the UK GDPR.

Students: individuals who have accepted places at the University who apply for Portal Accommodation, and the same individuals when they accept and take up an offer of Portal Accommodation from an Accommodation Provider.

Subject Access Request: a request made under section 15 of the UK GDPR or any other equivalent provision in the Data Protection Legislation.

Third Party Disclosures: Agreement Data which is or may be shared with third parties by either the University or the Provider, as further defined in clause 4.2 and Schedule 1.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

U-18 Student: a Student who will be under the age of 18 at the date of the commencement of their accommodation agreement in respect of Portal Accommodation.

Welfare Co-ordinators: individuals employed by the University to assist with safeguarding the welfare of Students living in Portal Accommodation, who are for these purposes themselves resident in Portal Accommodation operated or managed by the University and External Accommodation Providers.

1.2 **Controller, Processor, Data Subject, Personal Data,** and “processing” (and cognate expressions) shall have the meanings given to them in the Data Protection Legislation, and the phrases “data minimisation” and “appropriate technical and organisational measures” shall be interpreted in accordance with the Data Protection Legislation.

- 1.3 The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.
- 1.4 In the case of any ambiguity between any provision contained in the body of this Agreement and any provision contained in the Schedules or appendices, the provision in the body of this Agreement shall take precedence.
- 1.5 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2. COMMENCEMENT AND TERM

- 2.1 This Agreement shall commence on the date of the last signature to this Agreement ("**Commencement Date**") and shall continue in force until terminated as provided for in clause 13.

3. PURPOSE AND MANAGEMENT OF DATA PROCESSING

- 3.1 This Agreement sets out the framework for the sharing of **Personal Data** between the Parties as **Data Controllers** undertaking separate data processing activities. It defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other with regard to the processing of Agreement Data.
- 3.2 The Parties consider the processing of Agreement Data as described in Schedule 1 (including the sharing of Agreement Data between them and potentially disclosure of Agreement Data to third parties) to be necessary for the following reasons ("**the Purposes**"):
- (a) the appropriate selection and/or allocation of suitable accommodation to Students;
 - (b) the performance of the Accommodation Services Agreement;
 - (c) the effective and appropriate management of Portal Accommodation; and
 - (d) supporting and preserving the welfare of Students living in Portal Accommodation.
- 3.3 The Parties agree to only process Agreement Data for the Purposes and in accordance with the further provisions of this Agreement. The Parties shall not process Agreement Data in a way that is incompatible with the Purposes. The Parties acknowledge that the Purposes do not include direct marketing or any similar form of communication and that it is the separate responsibility of each Party to ensure that any use by them of Agreement Data for such communications complies with the Data

Protection Legislation, including where relevant obtaining such consents as are required under the Data Protection Legislation.

3.4 The Parties confirm that they are not aware of:

- (a) any Personal Data which is or is likely to be routinely shared between the Parties other than the Personal Data identified in this Agreement as Shared Data; or
- (b) any Agreement Data which is or is likely to be routinely shared by the Parties with third parties other than the Personal Data identified in this Agreement as Third Party Disclosures.

3.5 The Parties acknowledge that the sharing of Agreement Data provided for in this Agreement is largely between the University and the Operator on the basis that the Provider is not involved in day to day management of Provider Accommodation however it is recognised that where Students enter or propose to enter into an accommodation agreements with the Provider it is necessary for the Provider to receive and further process Basic Information and accordingly the Provider is also a data controller of that category of Agreement Data. Accordingly:

- (a) The Operator agrees not to share Agreement Data with the Provider except for the sharing of Basic Information where:
 - (i) this is necessary for the purposes of entering into or the performance of an accommodation agreement between the Provider and a Student or in order to take steps as a result of such event; and
 - (ii) such sharing complies with the Data Protection Legislation and is consistent with the Purposes set out in this Agreement; and
- (b) The Provider agrees not to make any request or place any requirement on the Operator with regard to Agreement Data which is inconsistent with its obligations under this Agreement.

3.6 The University and the Operator shall each appoint a single point of contact (SPoC) who will:

- (a) work together as provided for in clauses 4.5 and 11 to review this Agreement and resolve any requests to vary it;
- (b) liaise as provided for in clause 8 with regard to Data Subject Requests;
- (c) be the first points of contact for notifications required under clauses 6.5 and 6.6; and
- (d) generally work together to reach agreement with regards to any other issues relating to or arising from the data sharing (prior to formal dispute resolution under clause 20).

3.7 The SPoCs for each of the Parties are:

- (a) University's SPoC: [Name, address and email address]
- (b) CLV's SPoC: [Name, address and email address]

or such other persons as notified to the other party from time to time.

3.8 The Parties agree that the terms of this Agreement are not confidential and that either Party may publish this Agreement or disclose it on request. This provision is without prejudice to any confidentiality obligations which apply to the Accommodation Services Agreement or any information contained within it.

4. PROCESSING OF DATA BY THE PARTIES FOR THE PURPOSES

4.1 The Parties acknowledge that each of the University and the Operator may, for the Purposes, process:

- (a) Personal Data relating to Students, which includes:
 - (i) Basic Information;
 - (ii) Preference Information;
 - (iii) Special Category Data relating to Students' health, medical conditions or disabilities which are or may be relevant to the allocation of accommodation within Portal Accommodation or the Student's needs for support in relation to Portal Accommodation; and
 - (iv) Criminal Convictions Data;and
- (b) Personal Data relating to Parents/Guardians, which will not include Special Category Data or Criminal Convictions Data

which shall together be referred to in this Agreement as "**Agreement Data**".

4.2 The University and the Operator:

- (a) acknowledge that each of them will collect and process Agreement Data;
- (b) agree to share Agreement Data between them as described in Schedule 1 ("the Shared Data");
- (c) acknowledge that each of them may use sub-processors in accordance with clause 10 or exceptionally share Agreement Data with third parties as described in Schedule 1 ("Third Party Disclosures")

only for the Purposes and as provided for in Schedule 1, and subject always to clause 4.3.

- 4.3 The Parties acknowledge that the Operator will share with the Provider, and the Provider will process, Basic Information as contemplated in clause 3.5.
- 4.4 In carrying out processing activities provided for in clauses 4.1 to 4.3, each Party shall respect the principle of data minimisation, and shall:
- (a) only process Shared Data and carry out Third Party Disclosures to the extent that is necessary, relevant and proportionate to the relevant element of the Purposes; and
 - (b) avoid processing of Shared Data and Third Party Disclosures that are irrelevant or excessive with regard to the Purposes.
- 4.5 The Parties agree that Schedule 2 sets out an agreed legal basis for processing of Agreement Data in compliance with the Data Protection Legislation. This statement of the usual or expected legal basis is without prejudice to the possibility that, in respect of any aspect of processing, another legal basis for processing Agreement Data which is Shared Data or Third Party Disclosures may also or alternatively apply in certain circumstances.
- 4.6 Where Schedule 2 identifies consent as the basis of processing for particular Agreement Data, the Party which is identified as collecting the relevant Agreement Data shall be responsible for ensuring that valid consent is obtained and recorded in accordance with Article 7 of the UK GDPR (including that explicit consent is obtained where required by the Data Protection Legislation) and consistent with the analysis in Schedule 1.
- 4.7 Each Party shall take appropriate steps to ensure that Agreement Data is accurate and, where necessary, kept up-to-date, and shall notify the other Party of any inaccuracies identified within Shared Data.
- 4.8 In the event that either Party considers that it is necessary to process Agreement Data for the Purposes in a manner or to an extent not already provided for in Schedules 1 and 2, or to process additional Personal Data for the Purposes beyond that identified in this Agreement, it shall:
- (a) Contact the other Party to request a review under clause 11.1(b) with a view to reaching agreement under clause 11.2(b) on amendments to Schedules 1 and 2 to provide for such processing; and
 - (b) Provided that the other Party responds promptly to the request to agree a change under sub-clause 4.7(a), not carry out such processing unless and until such agreement is reached save to the extent that the Party considers processing to be essential to safeguard the vital interests of any individual and on the basis that the Party has identified a legal basis for the processing

and complied with their obligations under Articles 13 and 14 of the UK GDPR.

5. COMPLIANCE WITH DATA PROTECTION LEGISLATION

5.1 The provisions of this clause 5 and clauses 6 to 9 apply in respect of the processing of Agreement Data unless otherwise stated.

5.2 At all times while this Agreement remains in force, each Party shall:

- (a) comply with the Data Protection Legislation;
- (b) not do, cause or permit anything to be done which may result in a breach of the Data Protection Legislation by the other Party; and
- (c) provide reasonable co-operation and assistance to the other Party on request with regard to their compliance with the Data Protection Legislation.

5.3 In particular, but without prejudice to the generality of the obligations under clause 5.2, the Parties shall comply with clauses 4.3, 4.5, 4.6 and 6 to 9 of this Agreement.

6. SECURITY AND MANAGEMENT OF PERSONAL DATA

6.1 In respect of Agreement Data each Party shall implement and maintain sufficient and appropriate technical and organisational security measures to ensure that Agreement Data is held and otherwise processed securely in accordance with the Data Protection Legislation (including Article 32 of the UK GDPR) with a view to:

- (a) Preventing
 - (i) unauthorised or unlawful processing of the Agreement Data (including unauthorised or unlawful disclosure of or access to Agreement Data); and
 - (ii) the accidental or unlawful loss or destruction of, or alteration or damage to, the Agreement Data;
- (b) Ensuring a level of security appropriate to:
 - (i) the harm that might result from such unauthorised or unlawful processing or accidental or unlawful loss, destruction, alteration or damage; and
 - (ii) the nature of the Agreement Data to be protected; and
- (c) Enabling each Party to demonstrate their compliance with the Data Protection Legislation with regard to technical and organisational security measures.

6.2 The Parties shall:

- (a) Transmit Shared Data to each other in accordance with the arrangements set out in Schedule 3 or as otherwise agreed in writing between the Parties; and
- (b) Ensure that staff who will be processing or who have access to Agreement Data receive appropriate training with regard to data protection and confidentiality, and that are subject in their contracts of employment to appropriate obligations regarding data protection compliance and confidentiality.

6.3 In relation to clause 6.2(b):

- (a) For the avoidance of doubt, in relation to the University references to “staff” shall include Welfare Co-ordinators and the contractual obligations of data protection compliance and confidentiality referred to shall extend to Agreement Data shared with the Welfare Co-ordinators by the Provider as described in Schedule 1; and
- (b) In determining what constitutes appropriate training the Parties agree that the appropriate level, content and regularity of training is that which is proportionate to the sensitivity or confidentiality of the Personal Data which the staff members process and to the nature, extent and frequency of processing undertaken within their role.

6.4 The Parties shall:

- (a) Take immediate appropriate remedial action to respond to any Data Breach or any Data Breach Near Miss, with a view to safeguarding Agreement Data and removing or reducing as far as reasonably possible the Data Breach or the risks of a future or on-going data breach;
- (b) Have in place and apply appropriate policies and processes to achieve compliance with the Data Protection Legislation and ensure that Personal Data is processed in accordance with this Agreement (including, for the avoidance of doubt, appropriate policies and processes with respect to retention and destruction or deletion of Agreement Data). This shall include policies which make appropriate specific provision for:
 - (i) processing of Personal Data relating to Students under the age of 18 and their parents/guardians; and
 - (ii) processing of Personal Data (including Special Category Data and Criminal Convictions Data) relating to Students with particular needs for supervision or support within the Accommodation Portal, including ensuring that the Provider takes appropriate decisions on the extent to which Special Category Data and Criminal Convictions Data are shared with Welfare Co-ordinators and other third parties, having

regard to any risk assessments as referred to in Schedule 1 which are carried out by the University and shared with the Provider;

6.5 In the event that any Party becomes aware of any Data Breach:

- (a) That Party shall notify the other Parties as soon as possible and in any event without undue delay;
- (b) Each Party shall respond to the Data Breach by taking such immediate appropriate and proportionate remedial action as it is reasonably possible for that Party to take itself, or otherwise by providing the other Parties with all reasonable co-operation and assistance with regard to its remedial actions, with a view to safeguarding Agreement Data and removing or reducing as far as reasonably possible the Data Breach and any risks or adverse effects of the Data Breach or any further Data Breach;
- (c) The Party which appears on the initial information available to be responsible for or the cause of the Data Breach (on the basis that the Data Breach arises from an operation or failure of their systems or the actions or omissions of their staff) shall be responsible for undertaking any notifications to a Regulatory Authority or affected Data Subjects in respect of the Data Breach which are required by the Data Protection Legislation; and
- (d) Each Party shall provide the other Parties with all reasonable co-operation with regard to investigation of the Data Breach, notification of the Data Breach to a Regulatory Authority or affected Data Subjects and any regulatory investigation or other enquiry or action by a Regulatory Authority or any legal claim in respect of the Data Breach, including the conduct, mediation or resolution of such matters.

6.6 Each Party shall promptly notify the others of any of the following in respect of processing of Agreement Data which does not fall within clause 6.5:

- (a) The outcome of any Data Breach or complaint investigation which confirms that there has been a non-trivial actual loss of Agreement Data or unauthorised disclosure of or access to such Agreement Data, or unauthorised use of such Agreement Data outside the processing covered by this Agreement or in breach of the Data Protection Legislation;
- (b) Any complaint from a Data Subject which cannot promptly be fully resolved internally within the relevant Party;
- (c) Notification of any Data Breach to a Regulatory Authority;
- (d) Any regulatory investigation or formal enforcement action in respect of the Party by a Regulatory Authority; and

- (e) Any pre-action correspondence stated to be made pursuant to a pre-action protocol within the civil procedure rules currently applicable in England and Wales or issued claim form.

6.7 In respect of any matter notified under clause 6.6, each Party shall on request provide the other Parties with all reasonable co-operation with regard to the investigation, management, conduct, mediation or resolution of such matters.

6.8 Each Party shall abide by any decision of a Regulatory Authority or a competent court in respect of Agreement Data which is final and against which no further appeal is possible.

7. **PRIVACY NOTICES**

7.1 In this Agreement, reference to an “appropriate Privacy Notice” is reference to a notice which:

- (a) complies with all relevant requirements of Articles 12 to 14 of the UK GDPR and with any other relevant provisions of the Data Protection Legislation, including but not limited to the requirements as to:
 - (i) content of the Privacy Notice;
 - (ii) clarity and accessibility of the Privacy Notice; and
 - (iii) the time at which the Privacy Notice is made available to the Data Subject;

and

- (b) accurately reflects the description of processing of Agreement Data and the legal basis for that processing, including as set out in Schedules 1 and 2.

7.2 The University shall ensure that it provides appropriate Privacy Notices to all relevant Data Subjects with regard to:

- (a) its processing of Agreement Data described as Stage 1 in Schedule 1;
- (b) the processing of Agreement Data by the University and the Provider described as Stage 2 in Schedule 1, including the passing of Shared Data to the Provider;

- (c) the processing by the University and the Provider throughout Stages 1 – 4 in Schedule 1 of Special Category Data which is collected by the University within Stages 1 and 2; and
 - (d) all other processing of Agreement Data by the University in Stages 3 and 4 in Schedule 1, including potential receipt of Agreement Data from the Provider and potential sharing of Agreement Data with third parties.
- 7.3 The Provider and the Operator shall ensure that they provide appropriate Privacy Notices to all relevant Data Subjects with regard to:
- (a) the processing by the Operator of Shared Data received by it in Stage 2 in Schedule 1;
 - (b) the processing (including sharing) by the Operator of Agreement Data in Stages 3 and 4 in Schedule 1.
- 7.4 Without prejudice to the generality of clause 12.1, each Party shall on request promptly provide the others with copies of the Privacy Notices referred to in clauses 7.2 and 7.3.
- 7.5 If any Party considers that a Privacy Notice issued by another Party does not comply with clause 7.1 or is otherwise inconsistent with the terms of this Agreement, they may request a review under clause 11.

8. DATA SUBJECT REQUESTS

- 8.1 As Data Controllers each Party shall be separately responsible for managing and responding to any Data Subject Requests which relate to Agreement Data in accordance with the Data Protection Legislation, in particular Articles 12 and 19 of the UK GDPR.
- 8.2 Without prejudice to clause 8.1, in respect of any Data Subject Requests which relate to Shared Data:
- (a) The Party which receives the request shall:
 - (i) Promptly notify the other Parties of the receipt of the Data Subject Request;
 - (ii) Consult with the other Parties prior to responding to the Data Subject Request, in particular with regard to any potential disclosure of third party Personal Data in response to a Subject Access Request, any questions as to the basis on which Shared Data was collected, its accuracy and whether processing of that Shared Data is necessary for identified purposes;

- (iii) Retain a record of each Data Subject Request, the response provided to the Data Subject and any action taken by the Party to fulfil the Data Subject's rights;
- (iv) Disclose to the other Parties on request the record referred to in clause 8.2(a)(iii); and
- (v) Fulfil its notification duties under Article 19 of the UK GDPR where applicable;

(b) The other Parties shall:

- (i) On request provide reasonable co-operation and assistance to the receiving Party as is necessary to enable the receiving Party to appropriately investigate any concerns or objections expressed in a Data Subject Request and determine its response to the Data Subject Request, including providing a prompt response to consultation under clause 8.2(a)(ii).

8.3 The Parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with Data Subject Requests and to respond to any other queries or complaints from Data Subjects which relate to the processing of Agreement Data.

9. TRANSFERS

9.1 Each Party shall ensure that any disclosure or transfer of Shared Personal Data received from the other Party outside the European Economic Area (EEA) is made in compliance with the Data Protection Legislation.

10. APPOINTMENT OF SUBCONTRACTORS

10.1 The Parties may from time to time authorise a third party (sub-contractor) to process the Agreement Data on its behalf. In such cases the relevant Party shall:

- (a) Take all reasonable steps to procure that its sub-contractors comply at all times with the Data Protection Legislation in respect of the Agreement Data; and
- (b) Put in place a legally binding contract with its sub-contractor which meets the requirements of Article 28 of the UK GDPR.

11. REVIEW OF THIS AGREEMENT

11.1 Parties shall review the effectiveness and appropriateness of the data sharing arrangements contained in this Agreement:

- (a) Annually, on or around the anniversary of the Commencement Date (unless a review under sub-clause (b), (c) or (d) has taken place within three months prior to the anniversary);
- (b) On request by any Party under clause 4.7(a) or clause 7.5;
- (c) At an appropriate point following completion of any matter referred to in clauses 6.5 or 6.6, if any Party considers this to be appropriate; and
- (d) Following any substantive amendment to the Data Protection Legislation that any Party reasonably considers might impact on the adequacy or suitability of this Agreement for the purpose of governing lawful data sharing between the Parties.

11.2 The review of the effectiveness of the data sharing initiative will comprise:

- (a) The assessment by the Parties of, and the sharing between the Parties of their views on, the following points (to the extent that these are relevant in light of the basis on which the review is being carried out):
 - (i) whether any amendment is required to the Purposes, the scope of Agreement Data or Shared Data or the processing carried out by the Parties as described in Schedule 1, in order to reflect the practices and policies of the Parties and their actions pursuant to the Accommodation Services Agreement, including the extent to which there is a continuing need to process Agreement Data as described in Schedule 1, or for other reasons;
 - (ii) the legal basis of processing of Agreement Data as set out in Schedule 2;
 - (iii) whether any further specific provision is required as to the technical and organisational measures that the Parties should put in place pursuant to clause 6.1;
 - (iv) whether the Parties are complying with clauses 6, 7 and 8, including assessment as to whether the Parties have issued Privacy Notices which comply with clause 7 and whether any matters referred to in clauses 6.5 and 6.6 and any Data Subject Requests have been handled appropriately in accordance with this Agreement and the Data Protection Legislation;
 - (v) the nature of any lessons to be learned from matters referred to in clauses 6.5 and 6.6; and
 - (vi) whether all Parties are otherwise complying with the Data Protection Legislation and this Agreement;

and

- (b) In the event that any Party considers that the assessments carried out under clause 11.2(a) indicate either that variation of this Agreement would be appropriate or that it is necessary for one or more Parties to amend a Privacy Notice referred to in clause 7 to ensure that it meets the requirements of clause 7.1:
 - (i) the Party which considers variation or amendment to be appropriate shall provide the other Parties with its proposed amendments in writing;
 - (ii) the Parties shall in good faith and acting reasonably discuss the proposed amendments and endeavour to reach agreement in respect of the amendments required in order to ensure compliance with this Agreement and the Data Protection Legislation; and
 - (iii) if the Parties are unable to reach agreement after discussions under sub-clause (ii) above, the provisions of clause 19 will apply.

12. COMPLIANCE AND BREACH

12.1 Each Party shall provide such evidence of their compliance with clauses 3.3, 4.2, 4.3, 4.5 and 5 to 9 as another Party may reasonably request.

12.2 If a Party:

- (a) considers that another Party is in material breach of this Agreement; or
- (b) has reasonable grounds for concern that a material breach of this Agreement is likely to occur; and
- (c) is not satisfied by steps taken or proposed to be taken by that other Party to remedy or prevent such breach

it may notify the others that the data sharing arrangements set out in this Agreement are suspended to the extent possible without placing the Parties in breach of any contractual obligation other than an obligation under this Agreement.

12.3 Where and to the extent that data sharing arrangements have been suspended under clause 12.2:

- (a) no Party shall transmit any Shared Data to another Party unless a Party confirms that they consider the transmission at that time to be necessary in order to safeguard the vital interests of any individual or enable compliance with a legal obligation;
- (b) the Parties shall in good faith and acting reasonably enter into discussions as to actions to be taken to resolve the concerns of the Party which suspended the arrangements and to ensure the Parties' future compliance with this Agreement and the Data Protection Legislation; and

- (c) where the Parties are unable to reach agreement under sub-clause (b), clause 19 shall apply.

13. TERMINATION AND SURVIVAL OF TERMS

- 13.1 This Agreement shall terminate automatically on termination of the Accommodation Services Agreement.
- 13.2 On termination of this Agreement the Parties shall cease to share Agreement Data between them but may continue to make Third Party Disclosures as each Party in its absolute discretion considers appropriate and lawful.
- 13.3 The following provisions shall survive termination of this Agreement:
 - (a) Clauses 3.3 and 3.6
 - (b) Clauses 4.2 and 4.3
 - (c) Clause 4.5 (with regard to maintaining records of consent) subject to clause 8
 - (d) Clause 6.1
 - (e) Clause 9
 - (f) Clause 12
 - (g) Clauses 14 – 18.

14. WARRANTIES

- 14.1 Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

15. ALLOCATION OF COST

- 15.1 Each Party shall perform its obligations under this Agreement at its own cost.

16. LIMITATION OF LIABILITY

- 16.1 No Party excludes or limits liability to the other Party for:
 - (a) fraud or fraudulent misrepresentation;

- (b) death or personal injury caused by negligence;
 - (c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - (d) any matter for which it would be unlawful for the Parties to exclude liability.
- 16.2 Subject to clause 16.1, no Party shall in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for any special, indirect or consequential loss.
- 16.3 Subject to clause 16.1, the University's liability under or arising out of this Agreement shall be limited to £1,000,000 in aggregate.
- 16.4 Subject to clause 16.1, the Provider's and the Operator's liability under or arising out of this Agreement shall be joint and several, and shall be limited to £1,000,000 in aggregate.

17. GENERAL

- 17.1 This Agreement (including the Schedules) constitutes the entire agreement between the Parties with respect to the processing of Agreement Data.
- 17.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) with regard to the matters covered by this Agreement that is not set out in this Agreement.
- 17.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in this Agreement.
- 17.4 A person who is not a Party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 17.5 No variation of this Agreement shall be effective unless it is in writing and signed by all Parties (or their authorised representatives).
- 17.6 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 17.7 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 17.8 Any notices under this Agreement must be in writing, signed by the relevant Party to this Agreement and delivered personally, by courier or by recorded delivery post to the relevant address(es) set out at the start of this Agreement.
- 17.9 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- 17.10 No Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

18. LAW AND JURISDICTION

- 18.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales, and shall be subject to the exclusive jurisdiction of the English courts.

19. DISPUTE RESOLUTION

- 19.1 The Parties shall use reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises in connection with this Agreement. If the dispute cannot be resolved then, where the Parties agree, the Parties to the dispute shall attempt to settle it as far as possible by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure (the "Model Procedure"). To initiate mediation a Party must give notice in writing to the other Parties to the dispute requesting mediation pursuant to the Model Procedure.

SIGNED FOR AND ON BEHALF OF Bournemouth University Higher Education Corporation

Signed: _____

Name: _____

Title: _____

Date: _____

SIGNED FOR AND ON BEHALF OF

[_____]

Signed: _____

Name: _____

Title: _____

Date: _____

SIGNED FOR AND ON BEHALF OF

[_____]

Signed: _____

Name: _____

Title: _____

Date: _____

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Schedule 1 Processing of Agreement Data

This Schedule 1 identifies the expected scope of Agreement Data and the ways in which the Parties expect Agreement Data to be processed by and to flow between them. In accordance with clauses 3.5, and 4.1 to 4.3, references in this Schedule and Schedule 2 to an Accommodation Provider or External Accommodation Provider shall be read as referring to the Operator and not to the Provider except with regard to processing of Basic Information as referred to in clauses 3.5 and 4.3 in which event to that extent such expressions also include the Provider as relevant.

The Parties acknowledge that in the course of their normal activities in respect of Students, Data Subjects may voluntarily provide Personal Data to either Party otherwise than as set out in this Schedule 1 and that it is the responsibility of the Party receiving such Personal Data to ensure that it is processed in accordance with the Data Protection Legislation.

Stage 1: initial engagement with the Accommodation Portal

- 1) Students share data with the University through the Accommodation Portal as part of the process of reviewing accommodation options and taking initial steps towards booking accommodation:
 - a) Data provided by Students is:
 - i) Basic Information comprising name, date of birth, contact details [home address, email, telephone number];
 - ii) Preference Information
 - iii) Sensitive Information: health/disability conditions (see sub-paragraph (c) below);
 - b) Parents/Guardians provide their own Basic Information.
 - c) As regards information about health/disability conditions, Students are asked two questions about disability/health conditions:
 - i) First they are asked to identify any disabilities/health conditions which may impact upon their accommodation needs, i.e. may affect the physical suitability of particular accommodation or otherwise may need to be taken into account in allocating a student to a particular building and/or room.
 - ii) Second, the Student is asked to identify any other health condition/disability which does not impact on their accommodation needs in terms of the physical accessibility of the accommodation but which is or may be relevant in terms of risk management or needs for support while they are living in accommodation.
 - d) Applicants are required to provide any relevant and unspent Criminal Convictions to the University when accepting the University's offer of a place on a University

programme of study. This information is processed by the University in accordance with the Criminal Convictions Data Policy. Criminal Convictions Data will be shared by the University with the Accommodation Provider only as provided for in paragraph 2(d) below.

Stage 2: Accommodation Selection/Booking

- 2) Information provided under Stage 1 is processed by the University and, where necessary, shared with External Accommodation Providers in order to enable accommodation bookings to be made/completed and the associated contracts entered into between applicants/Students and Accommodation Providers:
 - a) Basic Information about applicants/Students and Parents/Guardians and Preference Information is collected and processed by the University within its systems. The Basic Information about applicants/Students and Parents/Guardians is shared with External Accommodation Providers through spreadsheets containing information drawn from the Accommodation Portal to enable Students to review and select options for booking accommodation, and to complete bookings with any Accommodation Provider.
 - b) Information within paragraph 1(c)(i): where information of this nature is provided, the standard booking process is halted and the Student's information is passed by BU Accommodation Services to the University's Additional Learning Support (ALS) team. The ALS team advise BU Accommodation Services on whether the Student has a condition/disability which impacts on their accommodation needs and, if so, the nature/extent of those needs. If there are needs which have to be taken into account in allocating accommodation, then BU Accommodation Services will work outside the standard booking process to identify potentially suitable accommodation and then confirm its suitability and its allocation to the Student. This involves sharing of information about the Student's needs with any External Accommodation Provider (one or more) who is identified as offering potentially suitable information and associated processing of that information by the External Accommodation Provider to confirm whether they can offer the Student appropriate accommodation.
 - c) Information within paragraph 1(c)(ii): where information of this nature is provided by a Student, BU Accommodation Services will take a view on whether the information is relevant to allocation of accommodation to the Student and/or their needs for support within accommodation. If it is relevant to allocation, then they proceed as outlined in paragraph 2(a) above. If the information is relevant only to future support within accommodation, BU Accommodation Services will only pass the information on selection/booking stage to an External Accommodation Provider with whom a booking is being made if they determine this is necessary. Alternatively information may be collected separately by an Accommodation Provider at the booking stage.
 - d) Criminal Convictions Data: as provided for in the Criminal Convictions Data Policy, where an applicant declares a relevant and unspent criminal conviction the University

will carry out a risk assessment with regard to the Student taking up their place at the University. This will include assessing any risks which would arise from the Student living within Portal Accommodation. The sharing of Criminal Convictions Data by the University with the Provider (if any) shall be determined on the basis of the University's risk assessment as follows:

- i) If the risk assessment determines that the applicant should not be placed in Portal Accommodation, then the University will inform the applicant and take the steps necessary to ensure that the applicant is not able to carry out or complete the booking process through the Portal. The University will not share Criminal Convictions Data relating to that applicant with any External Accommodation Provider.
 - ii) If the risk assessment determines that the applicant can be allocated Portal Accommodation, the University's risk assessment will also identify whether/to what extent it is necessary to share the Criminal Conviction Data and the risk assessment with any External Accommodation Provider selected by the applicant in order to manage risks/protect welfare of the applicant and/or other residents. If the risk assessment determines that it is not necessary to share this information, the applicant will be able to proceed with a booking through the Portal and the University will not share Criminal Convictions Data relating to that applicant with any External Accommodation Provider. If the risk assessment determines that it is necessary to share this information for these purposes, the applicant will be able to proceed with a booking through the Portal and the University will share relevant Criminal Convictions Data and the associated risk assessment with any External Accommodation Provider with whom the applicant completes a booking, as provided for in the University's risk assessment.
- e) Preference Information provided by any Student is made available only to other Students, in an un-named form, to assist them in selecting room options when making their booking. Preference Information is not shared by BU with External Accommodation Providers.

Stage 3: Operation/management of Portal Accommodation

- 3) Once a booking is made with an Accommodation Provider, Agreement Data including Shared Data is routinely/regularly processed by BU Accommodation Services, by each Accommodation Provider for the purposes of implementing the booking, managing the contract with each individual Student and day to day management of the accommodation provision (including providing support to, safeguarding, the Students resident in the accommodation):
- a) Basic Information relating to Students and Parents/Guardians will be held by the Accommodation Provider for the purposes of operating the accommodation arrangement, including collection of rent payments and other contact or administration necessary for the provision of the accommodation service. Each

Accommodation Provider may at this stage also collect additional Agreement Data at this stage, such as banking details for collection of rents, information relating to financial guarantors of contracts with Students and the details of an emergency contact or next of kin for Students who are not U-18 Students.

- b) When or after a booking is made, the University will determine whether it needs to pass on to any External Accommodation Provider with whom a Student has made a booking any further information about the Student (i.e. information collected under paragraph 1(c)(ii) but not passed on earlier under paragraph 2(c)). In addition, each Accommodation Provider will separately engage with Students who have made bookings to determine whether there is any information they wish to provide at that stage about health conditions/disabilities to enable them to be appropriately supported in their booked accommodation.
- c) When bookings have been completed, prior to or at the time of the relevant Students becoming resident in Portal Accommodation each Accommodation Provider will then make an assessment as to whether/to what extent Sensitive Data it holds in relation to individual Students needs to be processed and shared for appropriate day to day management of the accommodation provision (i.e. on the basis that it is relevant to the Student's needs for support/supervision or to the management of risks to other Students). This includes considering whether/to what extent the information needs to be shared with Welfare Co-ordinators working within the accommodation setting.
- d) Once Students become resident in Portal Accommodation, each Accommodation Provider and BU Accommodation Services may collect and hold additional Personal Data from or relating to Students through the course of managing accommodation and safeguarding and supporting Students.
- e) Routinely, information processed at this Stage 3 for the purposes described above is shared for the same purposes between the University and Accommodation Providers as follows:
 - i) Accommodation Providers will share information with BU Accommodation Services, in the form of regular reports which contain details of Students who have moved rooms within the Provider Accommodation, who have been evicted from the Provider Accommodation, who are subject to disciplinary action by the Operator or about whom the Operator has welfare-related concerns; and.
 - ii) The University may share information of a similar nature to that referred to in (ii) above with Accommodation Providers, in a similar format, where the University considers this necessary to enable the Accommodation Providers to fulfil their obligations to Students and to the University under the Accommodation Services Agreement and their contracts with Students

Sharing under (i) above may include sharing of Sensitive Data relating to health conditions or disabilities as necessary to provide support to the relevant Students and with their consent. In relation to such Sensitive Data, a clear decision needs

to be taken by the Accommodation Provider in individual cases (with reference to relevant risk assessments) as to whether/to what extent information needs to be shared with the Welfare Co-ordinators. In relation to Shared Data, the necessary/appropriate scope of such information sharing should be considered within any relevant risk assessments carried out by the University as described in Stage 2. The final decision on whether/to what extent any Sensitive Data will be shared by an Accommodation Provider with a Welfare Co-ordinator is the responsibility of the Accommodation Provider. In taking that decision, the Accommodation Provider shall apply the principles set out in this Agreement and have appropriate regard to the relevant legal basis stated in Schedule 3.

- f) For U-18 Students, Agreement Data relating to them may be shared by the University or by an External Accommodation Provider with Parents/Guardians. As set out in the University's U18 Accommodation Policy and associated documentation, where the University is the Accommodation Provider this information would be shared where there are serious rent arrears (more than one term) or where the student is in breach of their accommodation agreement (including on the basis of their behaviour) as well as where there are significant health/welfare concerns and contact with a parent or guardians is assessed as being necessary to address those concerns and safeguard the interests of the student (likely to be similar circumstances to the exceptional circumstances in which data relating to Students over the age of 18 might be shared under Stage 4 below). External Accommodation Providers will be expected to have in place their own U18 policy and associated documentation which will determine when and how Personal Data of U18 Students living in their accommodation will or may be shared with Parents/Guardians and fulfil the obligations under clause 7 with regard to Privacy Notices in relation to such processing of Personal Data.

Stage 4: Sharing with third parties in exceptional circumstances

- 4) In addition to the regular or routine categories of processing for the purposes of booking and managing Portal Accommodation which are described in Stage 3, exceptionally Agreement Data relating to Students to whom they are providing accommodation services may be shared between External Accommodation Providers and the University and by Accommodation Providers with third parties for the purposes of supporting or safeguarding a Student resident in Portal Accommodation or another individual. This includes:
- a) Sharing between the University and External Accommodation Providers of information about welfare concerns in relation to Students living in Portal Accommodation which is managed/operated by the relevant Accommodation Provider. This sharing may include Sensitive Data, may take place through the regular reports described in paragraph 3(e) of Schedule 1 or by separate report and may include sharing of Sensitive Data. In relation to any Sensitive Data shared in this way, a clear decision needs to be taken by the Party making the disclosure in individual cases (with regard to all relevant circumstances and an appropriate policy where this is required by paragraph 5 of Schedule 1 to the Act) as to whether/to what

extent information needs to be shared. The final decision on whether/to what extent any Sensitive Data will be shared under this sub-paragraph (a) is the responsibility of the Party making this disclosure, and in taking that decision that Party shall apply the principles set out in this Agreement and have appropriate regard to the relevant legal basis stated in Schedule 3;

b) Onward sharing of information shared under (a) by BU Accommodation Services with other departments/teams in BU for example:

1. ALS;
2. Student wellbeing team;
3. Faith and Reflection;
4. Student's faculty;

c) Sharing of Sensitive Data by Accommodation Providers with external third party organisations such as NHS service providers (e.g. ambulance service) or the police.

5) The data shared would typically relate to concerns about the welfare of a particular Student, serious anti-social or potentially criminal behaviour of a particular Student and/or concerns about the impact of the behaviour of a Student on third parties (including other Students or the Accommodation Provider). It may include the identity of the student whose welfare/behaviour is the focus of the concern, possibly the identities of other individuals (e.g. other Students affected) and could include information about health conditions/disabilities or criminal convictions if this is necessary to achieve the purpose of the sharing. This sharing of information is likely to take place without the Party making the disclosure seeking specific consent for the sharing from some or all of the students involved (this may not be possible or appropriate), and depending on the circumstances the Student may or may not be informed (either in advance or after the event) by the relevant Accommodation Provider or the University that the information was shared.

Definitions

6) Shared Data are described in paragraphs 2(a) to (d), 3(b), 3(e) and 4(a) of this Schedule.

7) Third Party Disclosures are described in paragraphs 3(f) and 4(c) of this Schedule.

Schedule 2 Legal basis for processing of Agreement Data

Introduction

- 1) This Schedule 2 sets out the legal basis for the data processing described in Schedule 1, which has been identified by the Parties as applicable on the basis of the Data Protection Act 2018.
- 2) The view set out in this Schedule regarding the legal basis for processing assumes that both Parties will comply with their obligations under this Agreement and the Data Protection Legislation, in particular obligations with regard to the form and recording of consents (where applicable), the provision of information in Privacy Notices as provided for in clause 7, the application of measures to ensure that their staff understand and apply appropriate controls on disclosure and other processing of personal data and compliance with the obligation in clause 4.3 with regard to data minimisation.

Stages 1 & 2

- 3) Processing of Student Agreement Data by the University and External Accommodation Providers, including sharing of information by the University with External Accommodation Providers
 - a) **Personal Data: UK GDPR Article 6.1(b) (necessary for performance of a contract/for taking steps at the request of the data subject with a view to entering into a contract), and/or Article 6.1(e) (task in the public interest) and/or Article 6(1)(f) (legitimate interests – management of applications for accommodation which have been instigated by the data subject).**
 - b) *Special Category Data (information about health conditions/disability)*
 - i) In relation to information relevant to the suitability of accommodation/physical adjustments required to accommodation: **UK GDPR Article 9(2)(a) explicit consent;**
 - ii) In relation to information relevant to potential needs for support/response while living in the accommodation (initial processing, i.e. collection and assessment of the information within the University and passing on to Accommodation Providers if necessary, and use in managing accommodation and providing day to day support to the data subject as an accommodation resident): **UK GDPR Article 9(2)(a) (explicit consent)**
 - c) *Criminal Convictions Data*
 - i) Permitted by **UK GDPR Article 10** where the processing is carried out “under the control of official authority or when... authorised by Union or Member State law providing for appropriate safeguards for the rights and freedoms of data subjects”.

Authority under English law is provided by the Act, which states that this data can be processed if it falls within one of the conditions in parts 1-3 of Schedule 1 to the Act. The relevant condition for this processing of data is **paragraph 18 of Schedule 1 to the Act (necessary for reasons of substantial public interest for safeguarding of children and vulnerable adults)**.

d) *U-18 Students*

- i) The above analysis in paragraphs 3(a) to (c) applies in respect of the Personal Data of Students who are under 18 at the time that they apply for accommodation or enter into the contract for accommodation, on the basis that under 18s are capable of giving valid consent to the processing of their information under the Data Protection Legislation.

e) *Preference Information*

This is processed on the basis of consent.

4) Processing of Parent/Guardian Personal Data by the University and External Accommodation Providers within the accommodation booking process including sharing of information by the University with External Accommodation Providers

- a) **Personal data: UK GDPR Article 6.1(b) (necessary for performance of a contract/for taking steps at the request of the data subject with a view to entering into a contract – as parents/guardians enter into commitments to be responsible for their children/wards' liabilities), and/or Article 6.1(e) (task in the public interest) and/or Article 6(1)(f) (legitimate interests – management of accommodation in which the data subject's child/ward has chosen to live and where the data subject has agreed to be liable for their child/ward's obligations).**

Stage 3

5) Processing of Student Agreement Data for day to day management of accommodation and enforcement of the accommodation contract/licence. This includes sharing of Students' Personal Data, including Special Category Data, by Accommodation Providers with the University

- a) **Personal data: UK GDPR Article 6.1(b) (necessary for performance of a contract/for taking steps at the request of the data subject with a view to entering into a contract), and/or Article 6.1(e) (task in the public interest) and/or Article 6(1)(f) (legitimate interests – management of accommodation in which the data subject has chosen to live).**

- b) *Special Category Data (information about health conditions/disability)*

- i) Processing of information relating to needs/potential needs for support for the purposes of providing support to Students/responding to their needs. This information may have been collected by the University during Stage 1 and then passed to an External Accommodation Provider either during Stage 2 or at the end of Stage 2 (when a booking is complete) if this is assessed by the University as necessary and in accordance with the terms of the consent the student has given. Alternatively this information may be collected by an Accommodation Provider prior to, during or after selection and booking of accommodation. This information will be shared by an Accommodation Provider with Welfare Co-ordinators only if and to the extent that this is considered necessary to enable appropriate support to be provided to the student and in accordance with the terms of the consent the student has given: **UK GDPR Article 9(2)(a) (explicit consent)**

c) *Criminal Convictions Data*

- i) Processing of Criminal Convictions Data for the purposes of protecting residents within the relevant accommodation setting. This information will be shared with an External Accommodation Provider during Stage 2 to the extent that the University assesses this to be necessary on the basis of its risk assessment as described in Schedule 1, paragraph 2(d). This information will be shared by an Accommodation Provider with Welfare Co-ordinators only if and to the extent that this is determined to be necessary (by the University within its risk assessment or by an External Accommodation Provider in accordance with its own policy on processing Criminal Convictions Data) to enable appropriate safeguarding of Students. Processing of this data is permitted by **UK GDPR Article 10** where the processing is carried out “under the control of official authority or when... authorised by Union or Member State law providing for appropriate safeguards for the rights and freedoms of data subjects”. Authority under English law is provided by the Act, which states that this data can be processed if it falls within one of the conditions in parts 1-3 of Schedule 1 to the Act. The relevant condition for this processing of data is **paragraph 18 of Schedule 1 to the Act (necessary for reasons of substantial public interest for the safeguarding of children and vulnerable adults)**.

6) Processing of Parent/Guardian data by Accommodation Providers for the purposes of day to day management of accommodation and enforcement of the accommodation contract/licence.

- i) *Personal data: this data will be stored by the Accommodation Providers in case it is needed in the event of rent arrears or other breach of accommodation licence terms, or for contact in the event of a medical or other emergency affecting a Student* **UK GDPR Article 6.1(b) (necessary for performance of a contract/for taking steps at the request of the data subject with a view to entering into a contract – as parents/guardians enter into commitments to be responsible for their children/wards’ liabilities), and/or Article 6.1(e) (task in the public**

interest) and/or Article 6(1)(f) (legitimate interests – management of accommodation in which the data subject’s child/ward has chosen to live and where the data subject has agreed to be liable for their child/ward’s obligations).

Stage 4

- b) Sharing of Student Agreement Data between the University and External Accommodation Providers in response to welfare or behaviour concerns or other exceptional circumstances where it is not possible or appropriate to rely on consent i.e.:
- Sharing by External Accommodation Operators with the University (Welfare Co-ordinators or the BU Accommodation Services team), and sharing between the BU Accommodation Services team and other departments/teams within the University of information about welfare/behaviour concerns;
 - Sharing by an Accommodation Provider with Parents/Guardians of welfare/behaviour concerns about U-18 Students
 - Sharing by an Accommodation Provider of information about individual Students living in accommodation with other external third parties such as NHS service providers or police (information about health/disability or information about behaviour/potential criminal activity)
- c) ***Personal data: UK GDPR Article 6.1(d) (vital interests of the data subject or another person) and/or Article 6.1(e) (task in the public interest) and/or Article 6.1(f) (legitimate interests – safeguarding/prevention of harm)***
- d) ***Special Category Data (information about health conditions/disability): UK GDPR Article 9(2)(c) (vital interests of the data subject where they are physically or legally incapable of giving consent) and/or Article 9(2)(g) (processing necessary for reasons of substantial public interest, subject to requirements of proportionality etc.), together with paragraph 17 of Schedule 1 to the Act (necessary for confidential counselling or similar services and/or paragraph 18 of Schedule 1 of the Act (necessary for safeguarding of children and vulnerable adults). With regard to paragraphs 17(1)(b) with 17(2) and 18(1)(c) with 18(2), the nature of these disclosures is such that either it will not be possible to obtain consent from the Students, or it would not be reasonable to expect consent to be obtained or seeking consent would prejudice or make impossible the provision of appropriate support or safeguarding to the Students).***
- e) ***Criminal Convictions Data or information about criminal activity/potential criminal activity: UK GDPR Article 10 and paragraph(s) 10 and 18 of Schedule 1 of the Act (necessary for reasons in the substantial public interest and for the purposes***

of preventing or detecting unlawful acts or for safeguarding of children and vulnerable adults)

- f) *U-18 Students*: the analysis above in respect of sharing information about welfare concerns applies equally to the sharing of such information by the University/Accommodation Providers with Parents/Guardians.
- 7) Additional data sharing by the University as Accommodation Provider in relation to U-18 Students: information about serious rent arrears (more than one term) or breaches of accommodation licences:
- a) *Personal Data*: **UK GDPR Article 6.1(b) (necessary for performance of a contract), and/or Article 6(1)(f) (legitimate interests – enforcement of debts).**
 - b) *Special Category Data/information about actual/potential criminal activity*: it is possible that information about breaches of accommodation licences might include data in this category (perhaps where the actions constituting breach are linked to a health condition or behavioural concerns, or actions which have involved the police). In these circumstances we consider that the analysis in paragraph 7(c) above would apply.
 - c) The University considers that this analysis would apply equally to similar processing carried out by External Accommodation Providers, provided that the Providers' policies on provision of accommodation to U18s provide for such disclosures and that fair processing information regarding such disclosures has been provided in compliance with the DP Legislation.

Reliance on consent for processing of Sensitive Data

- 8) With regard to processing of Sensitive Data:
- a) Where consent is sought for such processing, it will be stated clearly that consent is sought to cover processing at Stages 1-3 as described above only and that consent is not being sought, and will not be relied on as the legal basis, for any processing in Stage 4; and
 - b) where Personal Data of this nature is held and circumstances within Stage 4 arise, sharing of data at that stage as described in Schedule 1 and this Schedule 2 would not take place on the basis of consent.

Schedule 3 Protocol for transmitting Shared Data between the Parties

1. The arrangements set out in this Schedule are agreed between the Parties as representing appropriately secure methods for the transmission of and access to the Shared Data. These arrangements may be modified from time through agreement in writing between the SPoCs described in clause 3.7.
2. The Operator and the University will transmit Shared Data only by way of agreed form spreadsheets or report documents which will always be password protected.
3. Within the Operator, the spreadsheets or reports can only be accessed by the Customer Service Team & Managers. The password will not be provided to any other staff.
4. Within the University, the spreadsheets or reports can only be accessed by
 - a. The Bookings and Administration Officer within the Accommodation Services team or in their absence the Housing Operations Manager or a member of staff authorised by them (for purposes of managing nominations data); and
 - b. The Residential Services Operations Manager, the Housing Operations Manager and ResLifeBU Officers within the Accommodation Services team (for the purposes of reviewing and responding to reports); and

The password will not be provided to any other staff.
5. The University and the Operator shall each ensure that the arrangements set out in this Schedule 3 are communicated to any staff member or other representative who may carry out the transmission of Shared Data.

Schedule 4: Admissions Policy and Procedure for Applicants with a Criminal Record

[3E-admissions-policy-and-procedure-for-applicants-with-a-criminal-record.pdf \(bournemouth.ac.uk\)](#)

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