

PART 9 – INFORMATION

63. DATA PROTECTION

- 63.1. In relation to all Personal Data, the Contractor shall at all times comply with the DPA as a data controller if necessary, including maintaining a valid and up to date registration or notification under the DPA covering the data processing to be performed in connection with the Accommodation Services.
- 63.2. The Contractor shall comply with the University's Data Protection Policy as set out in Schedule 34 (Relevant University Policies).
- 63.3. The Contractor and any Subcontractor shall only undertake processing of Personal Data reasonably required in connection with the Accommodation Services and shall not transfer any Personal Data to any country or territory outside the European Economic Area, except where one of the exemptions in Schedule 4 of the DPA applies. The Contractor will obtain the prior written consent of the University prior to the transfer of Personal Data outside of the European Economic Area.
- 63.4. The Contractor shall not disclose Personal Data to any third parties other than:
- (a) to employees and Subcontractors to whom such disclosure is reasonably necessary in order for the Contractor to carry out the Accommodation Services; or
 - (b) to the extent required under a court order,
- provided that disclosure under Clause 63.4(a) is made subject to written terms substantially the same as, and no less stringent than, the terms contained in this Clause 63 and that the Contractor shall give notice in writing to the University of any disclosure of Personal Data it or a Subcontractor is required to make under Clause 63.4(b) immediately upon becoming aware of such a requirement.
- 63.5. The Contractor shall bring into effect and maintain reasonable technical and organisational measures to prevent unauthorised or unlawful processing of, accidental loss or destruction of, or damage to, Personal Data including, but not limited to, taking reasonable steps to ensure the reliability of staff having access to the Personal Data.
- 63.6. The Contractor will procure that all staff employed by the Contractor that have access to the Personal Data complete the University's Data Protection Act 1998 online training course.
- 63.7. The Contractor shall promptly notify the University of any breach of the technical and organisational measures implemented pursuant to Clause 63.5.
- 63.8. The University may, at reasonable intervals, request a written description of the technical and organisational measures employed by the Contractor pursuant to Clause 63.5. Within thirty (30) days of such a request, the Contractor shall supply written particulars of all such measures detailed to a reasonable level such that the University can determine whether or not, in connection with the Personal Data, it is compliant with the DPA.
- 63.9. The Contractor shall take reasonable steps to avoid knowingly or negligently doing or omitting to do anything which places the University in breach of the University's obligations under the DPA.
- 63.10. The Contractor shall notify the University (within five (5) Business Days), if it receives:

- (a) a request from a Data Subject to have access to that person's Personal Data; or
- (b) a complaint or request relating to the University's obligations under the Data Protection Legislation.

63.11. Where the Contractor notifies the University under Clause 63.10 the Contractor shall provide the University with full details of any complaint or request made.

63.12. The Contractor shall indemnify and keep indemnified the University against all Losses incurred by it in respect of any breach of this Clause 63 by the Contractor.

63.13. The Parties consent to the publication of this Clause 63 and Clause 64 on the University's website.

64. **STUDENT DATA**

64.1. The University shall provide the Contractor with access to certain personal data which has been provided to it by Students from time to time ("**Student Data**"), which may include (but not be limited to);

- (a) title;
- (b) forenames;
- (c) surname;
- (d) previous name (if applicable);
- (e) date of birth;
- (f) gender;
- (g) disability;
- (h) contact and home addresses;
- (i) mobile and landline phone numbers;
- (j) email addresses;
- (k) student number;
- (l) UCAS (personal ID) number;
- (m) course applied for (including name, faculty and department);
- (n) status of application;
- (o) category of student (eg. undergraduate or postgraduate);
- (p) academic year;
- (q) course dates;
- (r) fee status; and
- (s) enrolment status (if enrolled).

- 64.2. The Contractor shall access and process Student Data provided by the University pursuant to clause 64.1 for the following purposes only:
- (a) for all lawful purposes in connection with the provision, administration and management of the Accommodation including (but not limited to):
 - (i) the detection and prevention of crime;
 - (ii) the measurement of Student satisfaction;
 - (iii) the allocation of rooms; and
 - (iv) the management of insurance;
 - (b) to enable either the University or the Contractor to carry out and perform their duties and obligations under the Project Agreement.

64.3. The Contractor may also access and process Student Data in the following circumstances:

- (a) where there is a risk of harm to the Student or any other person;
- (b) where there is a risk of damage to the University's property or any other property; and
- (c) for any other matter arising out of a Student's Accommodation or membership of the University.

64.4. The Contractor shall not, without the express consent of the Data Subject, use Student Data for marketing purposes.

64.5. The University shall provide the Contractor's Staff with access to University ITS accounts as necessary to ensure Student Data is transferred securely. The University shall transfer all Student Data to be shared with the Contractor via secure direct access to such University ITS accounts.

64.6. Subject to compliance with Data Protection Legislation, the Contractor shall comply with the University's Data Retention Policy as set out in Schedule 34 (Relevant University Policies) in relation to Student Data.

64.7. Subject to compliance with Data Protection Legislation, the Contractor will delete or destroy all Student Data which is no longer required in order to fulfil the purposes set out in Clauses 64.2 and 64.3, within three (3) months of the purpose being fulfilled.

64.8. Subject to compliance with Data Protection Legislation, on termination of this Agreement the Contractor will delete and/or destroy all Student Data within three (3) months of the earlier of the Expiry Date and the Termination Date. If requested, the Contractor shall certify in writing that it has fully complied in all respects with this Clause and Clauses 64.6 and 64.7