



**Kingston  
Students'  
Union**

**SERVICE LEVEL AGREEMENT**

**BETWEEN KINGSTON UNIVERSITY, LONDON AND**

**KINGSTON STUDENTS' UNION**

**(from 1 January 2025 to end of**

**2026/27 academic year)**

## Contents

Contents.....	2
1. Introduction .....	3
2 Requirements of the Education Act 1994.....	3
3. Governance Arrangements .....	5
4. Financial arrangements.....	6
5. Annual Block Grant Request .....	6
6 Premises and central support.....	7
7. Trading Activities.....	8
8. Complaint and Disciplinary Management.....	8
9. Media .....	9
10. Review and Arbitration .....	9
Annex 1 - Funding Agreement .....	11
Funding Confirmation Agreement .....	13
Annex 2 – Process and timelines for Annual Block Grant Request.....	15
Annex 3 – Objective and Key Results Indicators .....	16
Annex 4 - Data Sharing Agreement.....	17
Annex 5 – Annual reporting schedule to University and Board of Governors .....	29
Annex 6 – Terms of Reference and membership of KSU and KU Finance & Strategy Committee .....	29
Annex 7 – Not My Beautiful House agreement .....	29
Annex 8 – Academic Representation Partnership Agreement .....	29
Annex 9 – NUS Relationship Agreement.....	30

## 1. Introduction

- 1.1 This Service Level Agreement (herein after referred to as ‘the Agreement’) is designed to give clarity as to the rights and responsibilities that exist between Kingston University, London (known as “the University”) and the Kingston Students’ Union (known as “KSU”) as derived from the Education Act 1994 and other relevant legislation.
- 1.2 The Agreement provides the framework for a constructive working relationship between the University and KSU.
- 1.3 This Agreement also represents an agreement for the delivery by KSU of specified services and activities against Objectives and Key Results indicators in return for which the University will provide an annual block grant (as detailed in Annex 1).
- 1.4 The KSU officer team is made up of 3 full-time Sabbatical Officers, each with a designated remit. They are supported by the Union Chief Executive and Union staff.
- 1.5 To enable effective working relationships, KSU will have as a dedicated point of contact within the University, the Executive Director for Students. In addition, the Sabbatical Officers will receive regular support from the Vice-Chancellor, and other members of University staff as required and agreed within this Agreement.
- 1.6 In committing to this Agreement, the University recognises, and will support the development of, the role of KSU as the primary body representing the student voice. The University will work with KSU to gauge student voice on issues, but both parties recognise that there may be times when further views may be required. In such cases KU and KSU will share the information available from these discussions to gain the widest range of feedback possible.
- 1.7 The Agreement will be reviewed at least every three years to reflect the changing needs of KSU and the University. Any substantive changes will be submitted to the University Senior Leadership Team for approval. Appendices to this Agreement will be reviewed and updated on a more frequent cycle as necessary (and as stated in each Annex). These are reviewed and approved by the named authority in the Annex.

## 2 Requirements of the Education Act 1994

- 2.1 Section 20 of the Education Act 1994 makes provision for a Students’ Union whose principal purposes include: 1) promoting the general interests of its members as students or 2) a representative body whose principal purposes include representation in academic, disciplinary or other matters relating to the government of the University.
- 2.2 Section 22 of the Education Act 1994 stipulates the measures that the Governing Body of the University is required to undertake, as far as it is reasonably practicable so to do, to ensure that a Students’ Union operates in a fair and democratic manner and is fiscally responsible.
- 2.3 In order to discharge its duties under Section 22 of the Act, the University Board of Governors shall require KSU to fulfil the following terms and conditions:
  - 2.3.1 operate in a fair and democratic manner at all times and provide the Board of Governors with relevant documentation annually in order for it to satisfy itself that KSU has effective governance, structures and procedures in place to ensure sound financial and administrative management;

- 2.3.2 will review its constitution on an ongoing basis and submit any changes to the University Board of Governors for approval at least every five years;
  - 2.3.3 engage with the quinquennial audit of KSU activities and provide the Board of Governors evidence that they are addressing any conditions and recommendations arising from the audit;
  - 2.3.4 engage in the processes set out by the University to determine the annual funding agreement, including providing robust business plans in support of their annual block grant request, demonstrating evidence of alignment with university values and objectives;
  - 2.3.5 twice a year, KSU will provide the University Board of Governors with a concise written report of their activities in relation to their annual plan. The first report will provide a mid-year outturn analysis and will also provide KSU with the opportunity to raise issues affecting the Student Body. The second report will address the end of year financial accounts and will first be submitted to the University and then to the Finance Committee of the Board for a view.
  - 2.3.6 ensure that any student shall have the right not to join KSU and will not be unfairly disadvantaged as a result of exercising this right;
  - 2.3.7 ensure that election to union offices shall be open to all members of KSU and be conducted by a secret ballot; and
  - 2.3.8 ensure that no person shall hold a sabbatical or paid office for more than two years in total.
- 2.4 The University welcomes KSU's role in helping to identify appropriate student representation on its committees and Boards as appropriate and their consideration of equality, diversity and inclusivity in this process.
- 2.5 The Head of the University's EDI unit will work with KSU where required to ensure that appropriate measures are taken to ensure student representation reflects the diversity of the University community and offers equal opportunity to all.
- 2.6 A monthly meeting will normally be held with the KSU President, CEO of KSU, and the Executive Director for Students. The purpose of this regular meeting will be to provide oversight and KSU financial performance against plan, and to raise and consider any items of concern for both parties.
- 2.7 Once every six weeks a meeting will be held with the KSU President, Vice Presidents and the CEO of KSU and the Executive Director for Students and Pro Vice-Chancellor Education. The purpose of these meetings will enable discussion and oversight between the University and KSU of academic and non-academic matters relating to the work of the union and its members.
- 2.8 The University welcomes and supports a strong, independent Students' Union which acts as an important voice on campuses for Kingston students. The University recognises KSU as the primary body in representing, advising, and supporting students in their action against the University, or students who require independent advice through the University Student Complaints or Disciplinary procedures.
- 2.9 The University and KSU both attach great importance to the welfare of students and will co-operate fully in providing complementary services of quality, commensurate with available resources. Professional staff from Services for Students will support KSU in developing their skills and ensure close alignment of practices to prevent confusion amongst the wider student body.

2.10 KSU and the University will share confidential casework, with the student's permission where this is appropriate, to enhance the support offered to individual students.

### 3. Governance Arrangements

3.1 The following governance arrangements will be in place:

- 3.1.1 A Finance and Strategy Committee will meet termly, comprising of key University and Union stakeholders, and will be chaired by the Executive Director for Students. It will be responsible for monitoring performance under the terms of this Agreement and monitoring the financial arrangements of the union. It will also be responsible for the initial consideration of the annual block grant request, and for ensuring an annual reporting schedule (into the University and its Board of Governors) is in place and delivered. Its terms of reference and membership are set out at Annex 6. The annual reporting schedule is at Annex 5.
- 3.1.2 The Executive Director for Students and the Chief Executive of KSU shall meet on at least a monthly basis to ensure the smooth co-ordination of activity between the University and KSU.
- 3.1.3 Recognising the challenges faced by new sabbatical officers and the need to ensure that the permanent members of KSU staff have appropriate support in developing their careers, the University commits to providing support to the sabbatical officers through access to appropriate training sessions and focused professional advice.
- 3.1.4 The University recognises that KSU may require other forms of professional advice from time to time. These will be agreed on a case-by-case basis in consultation with the Executive Director for Students.
- 3.1.5 As per the Standing Orders for the University's Board of Governors, there is one Student Nominee member of the Board, and this position is usually held by the President of KSU. In addition, the Board will;
  - Invite the incoming officer team to meet Governors, working with the current/outgoing President;
  - Ensure that the Student Governor receives training and development opportunities where useful and resources permitting;
  - Invite the President to deliver an annual report to the Board of Governors at a scheduled meeting of the Board; and
  - Seek ways to ensure Governors have opportunities to hear and engage with the students.

3.2 The University and KSU commit to the *NUS Relationship Agreement* (Annex 9) and to working together to embed the principles across both organisations in order to build and maintain positive working relationships for the benefit of students. The *NUS Relationship Agreement* will serve as a framework for an annual audit of the relationships that exist between both parties.

3.3 The University will provide nomination(s) for a Trustee to join the KSU Trustee Board. Nominations will be taken from the University Senior Leadership Team.

## 4. Financial arrangements

- 4.1 KSU is expected to operate accounts and accounting records under recognised accounting practices and to maintain a sound system of internal financial management and control. In return, the University undertakes to not withhold reasonable consent when presented with the annual KSU block grant request for consideration.
- 4.2 The University expects that KSU will operate its finances in a transparent manner and ensure financial reports are made available to the KSU & KU Finance & Strategy Group as set out at Annex 1. This will include providing the audited annual accounts to the University, and the University Board of Governors (via its Finance Committee) in a timely manner.
- 4.3 To discharge responsibilities under Section 22 of the Education Act 1994, KSU shall:
- 4.5.1 Publish a transparent and fair procedure for allocating resources to clubs and societies; and
  - 4.5.2 List all donations/affiliations made to all external organisations within the specified financial period, citing the name of the organisation and the amount paid. Where such a donation/affiliation is made, KSU will be expected to publish notice of its decision to both the University and all students, in the form of a report. Such reports shall be published annually.
- 4.4 The University expects KSU to maintain clear procedures for the review of affiliations to external organisations where current affiliations are submitted for approval by KSU members annually or more frequently as required. As part of these procedures, provision should exist to ensure continued affiliation can be decided by a secret ballot of members, upon request by KSU members.
- 4.5 Funds under the terms of the annual block grant will be paid by the University to the KSU Finance Office, and these shall be used in accordance with the purposes for which they are granted and detailed within this Agreement (set annually and provided at Annex 1). Such purposes shall be consistent with, and conform to, all relevant general University policies and statutory requirements.
- 4.6 Responsibility for the financial affairs of KSU is vested in the KSU Board of Trustees, including approval of KSU's annual budget.

## 5. Annual Block Grant Request

- 5.1 KSU will have the opportunity to contribute to any changes proposed in the strategic direction and priorities of the University through regular dialogue and consultation with the University. The University will ensure that KSU has access to the relevant information to inform its own strategic considerations.
- 5.2 To support delivery of KSU's strategy, the University will provide financial support to KSU in the form of an Annual Block Grant, calculated using the methodology that is current within the institution, and in line with the Funding Agreement (Annex 1).
- 5.3 It is expected that KSU's annual planning documentation will include an annual set of Objectives and Key Results indicators (see Annex 3) to be considered alongside planning documentation.
- 5.4 Consideration of the nature and breadth of KSU services, and their compatibility with University services, should be undertaken jointly between the University and KSU as part of the Annual Block Grant discussions. The KSU & KU Finance & Strategy Group will undertake an

initial consideration of the Annual Block Grant request. The final decision will be made by the University's Chief Operating Officer.

5.5 KSU will be informed of the outcome of the Annual Block Grant discussions and any conditions attached to it.

5.6 Following notification, a Funding Confirmation Agreement outlining the grant available alongside annual Objectives and Key Results indicators, will be signed by the KSU Chief Executive Officer and the University Finance Director.

## **6 Premises and central support**

6.1 KSU will be provided with premises of appropriate quality and size to support the aims of furthering and improving the student experience at Kingston University. The premises provided should be owned by the University and made available to the Union under the terms of the funding agreement.

6.2 KSU will not permit third parties to occupy space or facilities without the permission of the University.

6.3 In addition to premises, KSU shall be provided with the equivalent degree of central services support (e.g., KUSCO, IT etc.) as other University Departments, at a cost comparable to the University's Departments and Faculties. This will include access to staff induction training, health and safety training, and to other appropriate training offered by the University to its staff.

6.4 The Kingston University Services Company (KUSCO) Security Team will continue to manage security in KSU managed spaces, however KSU may be required to fund additional security resource for specific events.

6.5 A service charge will be deducted from the Annual Block Grant as a contribution to these services, a list of which will be detailed as part of the annual funding agreement.

6.6 The Students' Union premises will be the management responsibility of KSU, which will be responsible for complying with all current laws and legislation relating to its operations and activities.

6.7 KSU will obtain written permission from the University on any proposed alterations and improvements to the premises through its designated point of contact.

6.8 The University is responsible, as the landlord, for the maintenance and safety of the fabric of the premises managed by KSU and will always ensure that the premises are "fit for use".

6.9 The University shall be responsible for insuring the premises occupied for KSU. However, KSU shall be responsible for the costs of any damage to such premises including the cost of making the fabric of such premises safe, where such damage is caused by the negligence of KSU.

6.10 To comply with the requirements of the Health and Safety at Work Act, the Chief Executive of KSU will have the same responsibilities in this respect as those defined in the University's Health and Safety Policy for a Head of Directorate.

6.11 The Chief Executive of KSU will advise the KSU Chair of Trustee Board as appropriate, on

Health and Safety issues. The University will advise on Health and Safety matters as and when necessary.

6.12 KSU staff shall have access to appropriate training resources as made available to KU staff to meet its compliance with Health and Safety and to manage its spaces effectively.

6.13 On occasions when KSU allows use of its premises to clubs, societies or to outside organisations, it will do so within the constraints of the University's relevant policies and regulations, and those of KSU, regarding Freedom of Speech and External Speakers.

6.14 All relevant future planning will give equivalent consultation and consideration to the premises needs of KSU as with other Directorates and Faculties. Where the University's decisions regarding its estate may impact on KSU's ability to deliver a service or future service that is essential to enhancing the student experience, KSU will be consulted in the first instance.

## **7. Trading Activities**

7.1 KSU may operate legitimate trading activities in the University that are consistent with its Constitution, its aims and objectives. It may use any surpluses received from its trading activities to fund its aims.

7.2 KSU will be given an equal opportunity to tender for appropriate trading activities in compliance with the University's tendering regulations.

7.3 The University owns the intellectual property rights in the University title and logo and the domain names of University website addresses; this gives the University overall protection rights.

7.4 The Union may make use of the University logo for commercial purposes subject to the following:

7.4.1 All designs, uses and items must be approved by the Brand, Communications and Public Affairs team in advance, to ensure that items are commensurate with the University's academic reputation and standing, where in the opinion of such design, uses and items become detrimental to the University's reputation.

7.5 KSU shall continue to operate as the principal supplier of on-campus merchandised clothing, promotional items, and of graduation merchandise (with the exception of robing) via the internet and on the university estate.

## **8. Complaint and Disciplinary Management**

8.1 KSU agrees that, in relation to its activities, complaints will be dealt with promptly and fairly through a complaints procedure available to all students, or groups of students, who are dissatisfied with their dealings with KSU.

8.2 Where a complaint is upheld, effective remedies will be available to the complainant. Complainants not satisfied, having utilised in full KSU's internal procedures, have a right to refer the matter to the University, for consideration by the University designated officer, as defined by the KSU Complaints Procedure and in agreement with the University.

8.3 KSU will manage its own internal *Code of Behaviour*, which will allow KSU to remove individuals from its premises or services. If an offence is deemed serious enough by KSU's Union Disciplinary Panel, the individual's details and the details of the incident will be passed



on to the University to be dealt with in accordance with the University Student Disciplinary Procedure.

- 8.4 The University agrees to formally consult KSU on any changes to the University's student disciplinary, behaviour or complaints codes and procedures and changes to any such similar codes and procedures which will impact on the student experience.
- 8.5 Should KSU require it for any investigations or for any ongoing investigation, KUSCO Security Teams and/or the University Estates team will provide evidence including statements and body camera footage or permit viewing within a controlled environment. All data will be managed in accordance with GDPR requirements and University personal information policies and procedures.

## **9. Media**

- 9.1 The University recognises the importance of freedom of speech and will not seek to veto any media content prior to publication subject to:
  - 9.1.1 its compliance with legal requirements; and
  - 9.1.2 not impugning the reputation of the University.
- 9.2 The University recognises the right of the Union, as an interested party and stakeholder to publicly comment on University decisions and actions. However, the University will be given a right to reply to any articles it may contest. Similarly, KSU will have the right to reply to any Kingston University authorised publicity.
- 9.3 Material which is unlawful may not be published in any KSU publication.
- 9.4 The University's Brand, Communications and Public Affairs Team and KSU will co-operate in order to provide strong communication between each other and to ensure effective and consistent external communications.

## **10. Review and Arbitration**

- 10.1 The University Board of Governors will formally review KSU's Constitution at least every five years. If KSU submits proposals for substantial amendments to its Constitution, the next formal review shall usually be held three years from the year in which those amendments were approved by the Board of Governors, before reverting to review every five years.
- 10.2 The University Senior Leadership Team will review this Agreement, as a minimum once every three years.
- 10.3 Delivery under the terms of the Union's Constitution and this Agreement will be monitored by the KSU & KU Finance & Strategy Group. Onward reporting to the University and its Board of Governors will be as set out in the terms of this Agreement and the annexes.
- 10.4 Any disputes on the interpretation or application of the Agreement will be referred to the Vice-Chancellor and the Chair of the Trustee Board of KSU who will consult to resolve the matter.

Signed on behalf of the University: .....

Vice Chancellor, on behalf of the Senior Leadership Team

.....  
Date

.....  
Executive Director for Students

.....  
Date

Signed on behalf of KSU: .....

Chair of the KSU Board of Trustees

.....  
Date

.....  
Chief Executive Officer

.....  
Date

## Annex 1 - Funding Agreement

Review frequency:	Annually
Reviewed by:	
Approved by:	

### 1. Introduction

*(Kingston University London)*

- 1.1 This Document is an Annex to the Agreement between Kingston University London ('the University') and the Kingston Students' Union (KSU). It sets out the terms and conditions for the payment by the University of funds to KSU and is intended to provide clarification of the funding aspects of the relationship between the two parties.
- 1.2 Funds will be paid by the University to KSU for the Trustees of KSU to use in accordance with the purposes for which they are granted and detailed within the Agreement. Such purposes shall be consistent with and conform to all relevant general University policies.
- 1.3 The Funding Agreement will be signed by the KSU Chief Executive and the Chair of the Board of Trustees, and the University Finance Director. The funding information will be issued by the Finance Department annually.
- 1.4 The University will provide financial support to KSU in the form of an Annual Block Grant, calculated using the methodology that is current within the institution.
- 1.5 KSU may be entitled to bid for additional funding that the University may decide to assign for specific projects. Such bids might be submitted individually, or as a joint submission with a faculty or department.
- 1.6 Consideration of the nature of KSU services and their compatibility with University services shall be undertaken jointly between the University and KSU as part of the Annual Block Grant discussions.

*(KSU)*

- 1.7 The KSU Trustee Board shall be the accountable body for the funds provided by the University.
- 1.8 The Board of Trustees will ensure that KSU prepares the appropriate documentation for submissions to the University in accordance with this Agreement.
- 1.9 The Board of Trustees is responsible for ensuring that the funds received are expended only in accordance with the purposes for which the funds were given. The Chair of the Trustee

Board, alongside the Chief Executive, has the responsibility for advising the other trustee and the University if at any time any action or policy under consideration appears incompatible with the terms of this Agreement.

- 1.10 The Board of Trustees is required to ensure that KSU has appropriate arrangements for good financial management and accounting and that they are complied with in relation to the funds which are the subject of this agreement.
- 1.11 The Board of Trustees will arrange for the annual accounts of KSU to be independently audited and subject to scrutiny by the Finance Committee of the University Board of Governors.
- 1.12 The Vice-Chancellor shall be given opportunity to comment on the audited annual accounts (via a meeting of the Senior Leadership Team) before they are submitted to the Finance Committee of the Board of Governors.
- 1.13 The KSU and KU Finance & Strategy Group will also receive quarterly management accounts submitted by the Union.

## **2. Other Income Generating Activities**

- 2.1 The University would wish to encourage KSU to maintain and develop its funding from other, appropriate, sources. To that end the services of the University's Finance Department may be made available to KSU, on request, at no cost. Proposals for such income generating activity, where appropriate, may be discussed with the University Finance Director and the Executive Director for Students to ensure that they are aligned / compliant with Kingston University's Strategic Objectives, policies and procedures.

## **3. The Payment of Funds**

- 3.1 The University will make payments of agreed funds to the Union quarterly in arrears, subject to deduction of any sums owing to the University. On delegated authority from the Vice Chancellor, the Finance Director will authorise the payment of the quarterly instalment of funds.
- 3.2 If activity has resulted in a perceived breach in accordance with the categories identified in the Funding Agreement, a meeting will be held with all relevant parties and the Finance Director, at which remedial action will be agreed.
- 3.3 In accordance with the Education Act 1994 and its responsibilities, the University reserves the right to withhold payments under this Funding Agreement where a perceived breach has occurred and it is considered necessary to do so (such as a failure on the part of the Union to assure appropriate expenditure of the funds given).

## Funding Confirmation Agreement

For the Financial Year.... funds amounting to ..... will be allocated to KSU quarterly in arrears.

In order for the annual grant to be maintained at its current level the University expects KSU to:

- increase the participation rate in KSU democratic activities as a % of total student number at the University each year.
- increase the participation rate in other KSU activities as a % of the total student number at the University each year.
- provide the University with full financial information as requested; including business plans or any additional information as requested.
- regularly undertake self-assessment exercises including the use of the NUS self-assessment toolkit, to provide KSU with the opportunity to rate performance against a nationally recognised compliance statement.
- demonstrate annually how KSU has contributed to the University's main goals.
- as part of the annual planning round, provide business cases for the expansion of existing, or the introduction of additional, activities.

KSU will:

Provide services to include:

- representation of the student voice to the senior management of the University and attendance and participation at meetings as required.
- communications and information for students, particularly concerning how the University has responded to feedback from students.
- encouraging and supporting students to engage with the wider HE experience through representation and developing their skills which will support their employment
- support for clubs and societies.
- support for social space and activities
- Events and activities during the welcome period
- support for representational sport, to complement the University's provision for the same.
- advice to students in relation to finance and local authority funding, to complement those provided by the University
- external liaison with appropriate bodies.
- the support of Sabbatical Officers including appropriate administrative support necessary for the proper performance of their duties.
- community engagement

An additional payment of                      with relation to                      bid made against the                      Fund.

This agreement is confirmed by:

.....

Director of Finance

Kingston University

.....

Chief Executive

Kingston Students' Union

.....

Date

.....

Date

## **Annex 2 – Process and timelines for Annual Block Grant Request**

To follow

### Annex 3 – Objective and Key Results Indicators

Review frequency:	Annually
Reviewed by:	
Approved by:	

For the Financial Year \_\_\_\_\_, KSU agree to the following OKR indicators, and continuation of funding may be subject to satisfactory progress being made in the OKRs:

*OKRs as approved by the KSU Trustee Board.*



## Annex 4 - Data Sharing Agreement

Review frequency:	Annually
Reviewed by:	
Approved by:	



### DATA SHARING AGREEMENT DATED 28/01/2021

BETWEEN:

- 1) KINGSTON UNIVERSITY HIGHER EDUCATION CORPORATION ('KU')
- 2) UNION OF KINGSTON STUDENTS ('KSU')

Each a 'Party' and together the 'Parties'

#### CONTEXT

- A. This agreement details and governs the provision of student data shared by KU with the KSU and the purposes for which that information may be used by KSU.
- B. Kingston University is a Higher Education Corporation created by an instrument of government issued by the Privy Council on 26 April 1993, under powers given by the Education Reform Act 1988 (ERA) and the Further and Higher Education Act 1992. The Office for Students is the principal regulator of the University. Kingston Students' Union is a Students' Union legislated within the Education Act 1994 that is independent from the University with its own constitution, bye-laws and Trustee Board.
- C. Although KU and KSU are separate legal entities, KU has a legal obligation to ensure that KSU operates in a fair and democratic manner and is accountable for its finances. KU and KSU therefore work together in ensuring that the affairs of KSU are properly conducted and to support the efficient delivery of services to KU students to meet their education and welfare needs. The relationship between KU and KSU necessarily involves the sharing of Personal Data about those students.
- D. Data is shared under section 22(1) of the Education Act 1998 which states: (1) *The governing body of every establishment to which this Part applies shall take such steps as are reasonably practicable to secure that any students' union for students at the establishment operates in a fair and democratic manner and is accountable for its finances* (Article 6 (1) (e) GDPR).
- E. Data is shared with KSU in line with KU's legitimate interests to support the efficient delivery of services by KSU to support the educational and welfare needs of students (Article 6 (1) (f) GDPR). Each Party processes personal data in accordance with its own privacy statement.

## 1. DEFINITIONS

In this agreement, the following definitions apply:

<b>“Controller”, “Processor”, “Data Subject” and “Data Protection Officer”</b>	Shall have the meaning given to those terms in the applicable Data Protection Laws;
<b>‘Data Protection Laws’</b>	means any law which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the Data Protection Act 2018 (“ <b>DPA</b> ”) the GDPR and all legislation enacted in the UK in respect of the protection of personal data as well as the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (b) any code of practice or guidance published by the ICO (or equivalent regulatory body) from time to time;
<b>“Data Processing Particulars”</b>	means, in relation to any processing under this agreement: a) the subject matter and duration of the processing; b) the nature and purpose of the processing; c) the type of Personal Data being Processed; and d) the categories of Data Subjects; as set out in Annex 1.
<b>“Data Subject Request”</b>	means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his rights under the Data Protection Laws in relation to Personal Data including without limitation: the right to access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object;
<b>“GDPR”</b>	means regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;
<b>“ICO”</b>	means the UK Information Commissioner’s Office, or any successor or replacement body from time to time;
<b>“ICO Correspondence”</b>	means any correspondence or communication (whether written or verbal) from the ICO in relation to the Processing of Personal Data;
<b>“Losses”</b>	means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses, disbursements, costs of investigation, litigation, settlement, judgement, other professional charges and expenses, cost of breach notification including notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact centres and making ex gratia payments), all whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
<b>“Permitted Recipients”</b>	Means the third parties to whom each Party is permitted to disclose the Personal Data, as set out in Clause 6;

<b>“Personal Data”</b>	means any personal data (as defined in the Data Protection Laws) Processed by either Party in connection with this Agreement, and for the purposes of this Agreement such Personal Data more particularly described in Annex 1 ( <i>Data Processing Particulars</i> );
<b>“Personal Data Breach”</b>	has the meaning set out in the Data Protection Laws and for the avoidance of doubt, includes a breach of Paragraph 3.2.2(d);
<b>“Processing”</b>	has the meaning set out in the Data Protection Laws (and <b>“Process”</b> and <b>“Processed”</b> shall be construed accordingly);
<b>“Restricted Country”</b>	means a country, territory or jurisdiction outside of the European Economic Area which the EU Commission has not deemed to provide adequate protection in accordance with Article 25(8) of the DP Directive and/or Article 45(1) of the GDPR (as applicable);
<b>“Security Requirements”</b>	means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws (including, in particular, the seventh data protection principle of the DPA and/or the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR) as applicable;
<b>“Sensitive Personal Data”</b>	means Personal Data that reveals such special categories of data as are listed in Article 9(1) of the GDPR.
<b>“Third Party Requests”</b>	means a written request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulation; and
<b>“KSU objects”</b>	means the advancement of education of KU students for the public benefit by: a) promoting the interests and welfare of students at KU during their course of study and representing, supported and advising KU students; b) Being the recognised representative channel between KU and its students; c) Providing social, cultural, sporting and recreational activities and forums for discussion and debate for the personal development of KU students.

## 2. OWNERSHIP AND RESPONSIBILITIES

2.1. As KU and KSU are separate legal entities, both are individually registered as Data Controllers with the ICO as follows:

- 2.1.1. KU Registration Number **Z7456228**
- 2.1.2. KSU Registration Number **ZA558731**

2.2. This agreement governs the sharing of KU registered students' personal data between KU and KSU for the purposes set out in Annex 1 Section 3 and all sharing of students' personal data between the organisations must comply with such.

KU and KSU are Data Controllers in common of any Personal Data shared with each other. Each organisation is separately responsible for the processing of shared Personal Data and for informing students about this processing via a Student Privacy Notice. This agreement will be published on both KU and KSU websites and linked from KU's Student Privacy Notice explicitly referred to in the enrolment declaration which all students are required to accept prior to enrolment/re-enrolment each academic year.

## 3. DATA PROTECTION

### 3.1. Nature of the Processing

- 3.1.1. Each of the Parties agree that the nature of the Processing under this Agreement is as set out in Annex 1 Section 3 and that KSU shall be acting as a Controller when processing for this purpose.
- 3.1.2. Notwithstanding Paragraph 3.1.1, if either Party is deemed to be a joint Controller with the other in relation to the Personal Data, the Parties agree that they shall be jointly responsible for the compliance obligations imposed on a Controller by the Data Protection Laws, and the Parties shall cooperate to do all necessary things to enable performance of such compliance obligations, except that each Party shall be responsible, without limitation, for compliance with its data security obligations set out in Clause 7 where Personal Data has been transmitted by it, or while Personal Data is in its possession or control;
- 3.1.3. Each of the parties acknowledges and agrees that Annex 1 (*"Data Processing Particulars"*) to this agreement is an accurate description of the Data Processing Particulars.
- 3.1.4. Each of the parties have jointly agreed that sharing Personal Data in accordance with this agreement for the purposes outlined above is fair and lawful and meets the conditions of processing under Article 6 (1) (e) and 6 (1) (f) of GDPR;
- 3.1.5. Each of the parties acknowledges that:
  - a) the Data Protection Officer for KU is Mark Sharma-Drake, Head of Compliance and Information Governance, [dpo@kingston.ac.uk](mailto:dpo@kingston.ac.uk), 02084179000
  - b) the Data Protection Officer for KSU is Annabel Mabin, Chief Executive KSU, [a.r.mabin@kingston.ac.uk](mailto:a.r.mabin@kingston.ac.uk) 02084175427

### 3.2. Data Controller Obligations

3.2.1. Each Party shall in relation to the Processing of the Personal Data comply with its respective obligations under the Data Protection Laws

3.2.2. Without limiting the generality of the obligation set out in Paragraph 3.2.1, in particular, each Party shall:

- (a) Not prevent or restrict the disclosure or transfer of Personal Data to the other Party as required under this agreement;
- (b) ensure it is not subject to any prohibition or restriction which would:
  - (i) prevent or restrict it from disclosing or transferring the Personal Data to the other Party as required under this Agreement;
  - (ii) prevent or restrict it from granting the other Party access to the Personal Data as required under this Agreement; or
  - (iii) prevent or restrict either Party from Processing the Personal Data, as envisaged under this Agreement;
- (c) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each Party to Process the Personal Data as required in order to obtain benefit of its rights and to fulfil its obligations under this Agreement in accordance with the Data Protection Laws.
- (d) ensure that appropriate technical and organisational security measures are in place sufficient to comply with at least the obligations imposed on the Controller by the Security Requirements; and where requested provide to the other Party evidence of its compliance with such requirements promptly, and in any event within forty-eight (48) hours of the request;
- (e) notify the other Party promptly, and within forty-eight (48) hours of receipt of any Data Subject Access Request or ICO Correspondence which relates directly or indirectly to the Processing of Personal Data under, or in connection with, this Agreement and together with such notice, provide a copy of the Data Subject Requests or ICO Correspondence to the other Party and reasonable details of the circumstances giving rise to it. In addition to providing the notice referred to in this Clause 3.2.2.e, each Party shall provide the other Party with all reasonable cooperation and assistance required by the other Party in relation to any such Data Subject Request or ICO Correspondence;
- (f) use reasonable endeavours to notify the other Party if it is obliged to make a disclosure of any of the Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;
- (g) notify the other Party in writing without undue delay and, in any event, within twenty-four (24) hours of it becoming aware of any actual or suspected Personal Data Breach in relation to the Personal Data received from the other Party and shall, within such timescale to be agreed by the Parties (acting reasonably and in good faith):

- (i) implement any measures necessary to restore the security of compromised Personal Data; and
- (ii) support the other Party to make any required notifications to the ICO and/or other equivalent relevant Regulator and affected Data Subjects;
- (h) take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data;
- (i) not do anything which shall damage the reputation of the other Party or that Party's relationship with the Data Subjects;
- (j) not transfer any Personal Data it is processing to a Restricted Country without adequate safeguards in place as recognised by the Information Commissioner's Office. KSU will not transfer any Personal Data provided to it by KU without the prior written consent;
- (k) hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than the Personal Data;
- (l) Not disclose the Personal Data to a third party (including a sub-contractor) in any circumstances without the other Party's prior written consent, save in relation to: (i) disclosures to Permitted Recipients; and (ii) Third Party Requests. For Third Party Requests, the Party seeking to disclose the Personal Data shall use reasonable endeavours to advise the other Party in advance of such disclosure, unless that Party is prohibited by law or regulation from notifying the other Party of that disclosure, in which case it shall do so as soon as practicable thereafter (where permitted by law or regulation); and
- (m) at the other Party's option or direction, arrange for the prompt and safe return and/or secure permanent destruction of all Personal Data, together with all copies in its possession or control within 5 days and, where requested by the other Party certify that such destruction has taken place.

#### **4. INFORMATION TO BE SHARED**

4.1. KU will provide KSU with the Personal Data of enrolled students as contained in Annex 1 Section 3. In order for KSU to fulfil its statutory obligations, Personal Data for students changing enrolment status part way during an academic year will continue to be shared with KSU until conclusion of the academic year. Such sharing excludes any students who have opted out in accordance with Clause 10 of this Agreement.

#### **5. INSURANCE**

5.1. KSU agrees:

5.1.1. To obtain and keep in full force and effect at all times, in respect of the Processing of the Personal Data under this Agreement a policy or policies of insurance covering liability for Losses suffered by KU arising from KSU's breach of this Agreement and/or failure to comply

with the Data Protection Laws and which meet the following conditions:

- (i) it must cover liability for damage arising to any person;
- (ii) it must apply in relation to the Processing of Personal Data;
- (iii) it must have policy limits and provisions conforming to such requirements as the other Party may from time to time reasonably prescribe;

5.1.2. to deliver to KU upon request:

- (i) copies of all applicable insurance policies taken out pursuant to the provisions of this Agreement;
- (ii) evidence of premiums paid in relation to such insurance; and
- (iii) ensure that KU shall be entitled to the benefit of such insurance.

## **6. TRANSFER TO PERMITTED RECIPIENTS**

- 6.1. UnionCloud acts as a Data Processor on behalf of KSU. KSU warrants that at all times it will have in force a valid written contract with UnionCloud containing provisions equivalent to those set out in this data sharing agreement and particularly provisions that comply with the requirements set out in Art 32 GDPR. KU reserves the right to withhold transfers of data where it reasonably considers that arrangements do not satisfy this requirement.
- 6.2. KU will electronically transfer Personal Data set out in Annex 1 Section 3 to UnionCloud as KSU' Data Processor using a secure file sharing system. This transfer will ensure that KSU hold up to date Personal Data at any given time and enable KSU to immediately cease processing where a student opts out as per Clause 10 of this Agreement.
- 6.3. KSU is responsible for Personal Data transferred from KU to UnionCloud as if the data were directly transferred to KSU as Data Controller. Any data breach that occurs as a result of any action/omission by KSU, UnionCloud or any third party acting on KSU' behalf shall result in KSU being liable in law for any consequences. KSU shall have in place a written agreement with UnionCloud which reflects the parties' obligations under Data Protection Laws and on no lesser terms than those contained in this Agreement.
- 6.4. In the event, KSU proposes to change its Data Processor from UnionCloud to a new supplier, it shall notify KU in advance. KU will determine if the continued transfer of Personal Data under this Agreement to the replacement Data Processor is acceptable. If approved, the obligations in Clause 6.1 to 6.3 shall apply to the incoming supplier. In addition, in any such event, KSU agrees to notify KU's DPO as specified in Clause 3.1 (5) (a), immediately in writing the following:
- 6.4.1. Details of the new supplier; and
  - 6.4.2. Confirmation that clause 6.1 has been met with the new supplier

6.4.3. KU will transfer Personal Data to any third party as may be required in accordance with its privacy notices.

## **7. DATA SECURITY**

- 7.1. Both KU and KSU warrant that all Personal Data shared under this Agreement will be kept secure and protected against unauthorised access, use or disclosure. In particular, information about identifiable students will only be made accessible to individuals who require access for the purposes as specified in Clause 3.1.1.
- 7.2. If either Party becomes aware of any potential data breach which involves data shared by the other, each Party agrees to notify the other immediately to the contact details set out in Clause 3.1.5.

## **8. CONDITIONS**

- 8.1. With regard to the use of shared Personal Data, KSU warrants that it will ensure:
- 8.1.1. Compliance with the Data Protection Law.
- 8.1.2. Any employee of KSU or its Data Processor is fully aware of the Data Protection Laws and its principles before any processing of KU student data is undertaken.
- 8.1.3. Any Data Processor used by KSU has security policies and procedures that ensure compliance with Article 32 and Clause 7 of this Agreement.

## **9. RESTRICTIONS**

- 9.1. Any Personal Data provided by KU to KSU shall not be disclosed to any third party without the express written approval of KU except for the Permitted Recipients.
- 9.2. Should the data need to be released to a Data Processor to host the KSU website, KSU warrants that at all times it will have in force a valid written contract with the Data Processor that complies with the requirements of Art 32 GDPR and expressly prohibits the use of the data for any purpose other than that in Clause 3.1.1 and obliging the Data Processor to comply with the conditions of Clause 7 of this Agreement.
- 9.3. Any data provided by KU to KSU shall not be used by organisations and individuals other than KSU for the purposes of providing marketing services. KSU will comply at all times with the all direct marketing laws including under the DPA and the Privacy and Electronic Communication Regulations 2003.
- 9.4. Information sent to students relates directly to the operational activities of KSU or to products and services provided to KSU, which are of genuine benefit to students.
- 9.5. Students are given an option in each mailing to opt out of future mailings.

## **10. OPT OUT RIGHTS**

- 10.1. KU will ensure that all enrolling/re-enrolling students are given appropriate information about data sharing including a right to opt out of the sharing for the purposes set out in this Data Sharing Agreement. This will be communicated by way of KU's Student Privacy Notice.



- 10.2. KSU are required to maintain a readily accessible and easy to use mechanism for students to opt out of having their Personal Data processed by KSU at any time.
- 10.3. If a student notifies KU that they wish to opt out of their Personal Data being shared with KSU, KU will notify KSU and their Personal Data will no longer be included in the transfer.
- 10.4. Where a student exercises their right to opt out of SU membership, after their personal data has been shared with KSU, KSU will ensure that it or any Data Processors working on its behalf destroy and cease processing any Personal Data already received without delay.

## **11. RETENTION**

- 11.1. As Data Controller, KSU is responsible for ensuring that it operates an appropriate data retention policy and shall ensure that any Personal Data transferred under this Agreement is not kept for longer than is necessary to perform the processing for which it was collected as per Clause 4 of this Agreement.

## **12. REVIEW**

- 12.1. This Agreement is to be reviewed annually to ensure that it continues to reflect the requirements of Data Protection Laws and purposes remain valid and ensure fairness to students. If no changes are required, it may be re-confirmed by email. In exceptional circumstances where urgent and necessary changes are required, an additional review may occur.
- 12.2. KSU acknowledges that KU may suspend and/or terminate this Agreement and the provision of data at any time, on notice if practicable, where KU acting reasonably considers that the safeguards for Personal Data are not adequate or adequately implemented to protect the individual rights of its students.
- 12.3. Nothing in this Agreement will limit or restrict either KU or KSU's obligation to ensure compliance with the Data Protection Laws in relation to data where they are the Data Controller.

\_\_\_\_\_

Executive Director for Students, Kingston University

Date:

\_\_\_\_\_

Chief Executive, Kingston Students' Union

Date:

## ANNEX 1 to DSA - Data Protection Particulars

<p><b>Section 1: The subject matter and duration of the Processing</b></p>	<p>Although KU and KSU are separate legal entities, KU has a legal obligation to ensure that KSU operates in a fair and democratic manner and is accountable for its finances. KU and KSU therefore work together in ensuring that the affairs of KSU are properly conducted and to support the efficient delivery of services to KU students to meet their education and welfare needs. The relationship between KU and KSU necessarily involves the sharing of Personal Data about those students.</p> <p>Data is shared under section 22(1) of the Education Act 1998 which states: (1) <i>The governing body of every establishment to which this Part applies shall take such steps as are reasonably practicable to secure that any students' union for students at the establishment operates in a fair and democratic manner and is accountable for its finances</i> (Article 6 (1) (e) GDPR).</p> <p>Data is shared in line with KU's legitimate interests to support the efficient delivery of services by KSU to support the educational and welfare needs of students (Article 6 (1) (f) GDPR).</p>
<p><b>Section 2: The nature and purpose of the Processing</b></p>	<p>KSU objects are the advancement of education of KU students for the public benefit by:</p> <ol style="list-style-type: none"> <li>1) Promoting the interests and welfare of students at KU during their course of study and representing, supporting and advising KU students.</li> <li>2) Being the recognised representative channel between KU and its students.</li> <li>3) Providing social, cultural, sporting and recreational activities and forums for discussion and debate for the personal development of KU students.</li> </ol> <p>To support KSU in meeting its objects, KSU requires access to the Personal Data of KU students detailed at in the next section of this Annex, to be used by KSU for the following purposes</p> <ol style="list-style-type: none"> <li>1. Administration of KSU elections.</li> <li>2. Administration of KSU clubs, societies and other student opportunities.</li> <li>3. Maintenance of KSU membership requirements.</li> <li>4. Generation of demographic reports including demographic analysis of KSU service use/event participation.</li> <li>5. To understand and develop the academic impact of student engagement with KSU.</li> </ol>

	<ol style="list-style-type: none"> <li>6. Verification of student's identity.</li> <li>7. Administration of ticket sales.</li> <li>8. Monitoring students' entitlements to KSU services, events or facilities that are dependent on status or number of credits studied.</li> <li>9. To allow email communication between KSU and its members.</li> <li>10. To allow email communication between KSU clubs &amp; societies members where no emails are visible to the sender.</li> </ol> <p>And also for the non-routine processing of Personal Data as follows:</p> <ol style="list-style-type: none"> <li>11. To allow KSU and KU to collaborate on academic and welfare casework issues relating to KU students, where students are receiving casework support from KSU. In these circumstances specific consent will be obtained from the student prior to sharing;</li> <li>12. To advise of any student disciplinary issues which may impact a student's status;</li> <li>13. To allow KSU to manage, appoint and coordinate the election and engagement of KU student course representatives and deliver any required training. Name, student number, school, course, year of study and email address will be shared between KSU and KU via email.</li> </ol>
<b>Section 3: The type of Personal Data being Processed.</b>	<p>KU will provide KSU with the following Personal Data for enrolled students. In order for KSU to fulfil its statutory obligations, Personal Data for students changing enrolment status part way during an academic year will continue to be shared with KSU until conclusion of the academic year. Such sharing excludes any students who have opted out in accordance with Clause 10 of this Agreement.</p> <ol style="list-style-type: none"> <li>1. K Number</li> <li>2. Forename</li> <li>3. Surname</li> <li>4. DOB</li> <li>5. Gender</li> <li>6. KU email address</li> <li>7. Nationality</li> <li>8. Domicile country</li> <li>9. Fee status</li> <li>10. Halls</li> <li>11. Programme ID</li> <li>12. Study type</li> <li>13. Programme level</li> </ol>

	<ul style="list-style-type: none"><li>14. Course title</li><li>15. Predominant campus</li><li>16. Faculty</li><li>17. Start date</li><li>18. End date</li><li>19. Erasmus</li><li>20. Ethnicity</li><li>21. Placement</li></ul>
--	---

#### **Annex 5 – Annual reporting schedule to University and Board of Governors**

To follow

#### **Annex 6 – Terms of Reference and membership of KSU and KU Finance & Strategy Committee**

To follow

#### **Annex 7 – Not My Beautiful House agreement**

To follow

#### **Annex 8 – Academic Representation Partnership Agreement**

To follow

## Annex 9 – NUS Relationship Agreement

This Relationship Agreement, endorsed by organisations<sup>1</sup> across the HE sector, is one with which both Kingston University and KSU agree, and will work together to embed the principles across both organisations. The Relationship Agreement will act as the framework for an annual audit of the relationships that exist between both parties.

### **1. Strategic Partnership;**

- Spirit of partnership between HEI and SU informing the strategic direction of both parties and informing service agreements.
- Informed engagement of SU representatives in key institutional decision-making bodies.

### **2. Student Centred;**

- Shared commitment to developing and improving students' experience of academia and extra-curricular aspects of their lives.

### **3. Respect & Understanding;**

- Clarity about, and mutual understanding of, the distinct roles of the HEI and the SU and the value that each party brings to the relationship.

### **4. Openness & Trust;**

- Full, open, regular communication on relevant issues, in particular issues likely to have an impact on the other party, the student population and/or other joint stakeholders.

### **5. Mutual Support & Commitment;**

- Constructive interactions
- Demonstrable commitment to making the relationship work through investment of time and resources.

### **6. Independence;**

- Recognition of the value of a strong, student-led Students' Union empowered to determine and manage its own affairs.
- Recognition of the need for the HEI to balance the interests of a range of stakeholders within an increasingly challenging external context.

### **7. Accountability;**

- Accountability of SU to HEI as supervisor (under the 1994 Education Act) and principal funder, within a mutually agreed framework which is robust, effective, efficient and compatible with the reporting requirements of other regulators (where relevant), such as The Charity Commission, the Office of the Scottish Charity Regulator and/or Companies House.
- Acknowledgement by HEI that the SU is a major stakeholder and primary body representing the student voice.

### **8. Diversity & Equality;**

- A shared commitment to equality and diversity and the fair treatment of all staff and students.

---

<sup>1</sup> \*NUS / CUC / UUK / GuildHE