



The
University
Of
Sheffield.

Student
Recruitment &
Admissions.

Data Sharing – University of Sheffield and US in Schools Partner Schools

The purpose of this agreement is to outline the categories of Personal Data collected from schools/ colleges, the purposes for which Personal Data is shared between the University and school/colleges and to set out measures for compliance with the Data Protection Laws.

Personal Data Collected

We collect the following information from each school;

- Full Name
- Date of Birth
- Year group
- Address
- Postcode
- School/College name
- Unique Learner ID
- Gender
- Ethnicity
- Disability details
- Looked after child / Care leaver status
- Young Carer status
- Estranged status
- First generation in the family to enter Higher Education
- Pupil premium/free school meals
- Pupils Grade data
- Any relevant individual circumstances
- Other equal opportunity monitoring information where appropriate

Purposes of Data Sharing

The University and the School/College agree to share and process Personal Data for the following specified purposes only:

1. To identify potential participants for the US in Schools Mentoring programme.
2. To ensure pupils meet our targeting criteria.
3. To plan and administer activities.
4. To monitor participation in activities.
5. To evaluate and report both internally and externally on the effectiveness and impact of our outreach activities and other questions related to participation and progression, which may be in the public interest.
6. To enable longitudinal analysis of changes in individual participants' attitudes, aspirations, knowledge about and intentions to apply for higher education.
7. To enable offers of additional support and other initiatives strictly to the benefit of the participant.
8. To understand the student journey through education and progression to Higher Education/future careers

Lawful bases for Processing

The GDPR requires us to rely on one or more lawful bases to use personal information.

We consider the grounds listed below to be relevant:

1. Where necessary so that we can comply with a legal obligation to which we are subject (for example, where we are obliged to share your personal information with regulatory bodies which govern our work and services).
2. Where there is a legitimate interest in us doing so.
3. Where the above reasons have not been satisfied and / or you have provided your consent for us to use your personal information in a certain way.

The GDPR allows us to collect and process personal information if it is reasonably necessary to achieve our or others' legitimate interests (as long as that processing is fair, balanced and does not unduly impact your rights as an individual).

The basis for which we lawfully process personal information in this case is based upon consent from the data subject or the parent/carer of the data subject.

Obligations – Schools and University

1. In order to identify a potential cohort of pupils from our partner schools, school coordinators will complete a mentee cohort spreadsheet to provide full details of the young people they anticipate nominating for the programme. This list will include data relevant to our targeting criteria, such as home postcode, disability status and their current end of year levels, to allow us to ensure that each young person selected meets the targeting criteria for the programme. US in Schools Mentoring uses an individual Google Drive folder for each school participating in the programme and access to this folder is limited to the Strategic Coordinators, Operational Coordinators, and Data Managers (or nominated staff member) and the US in Schools Mentoring Team to ensure the security of this data.
2. The school will provide individual mentee actual grades/levels(end of previous year),predicted levels/grades(for the end of the mentoring year)to the USiSM Team at the start of the programme, and actual levels/grades after the end of year exams to enable accurate monitoring of the programme's impact on participating pupils.
3. The University will upload elements of this data (after gaining parental consent on the USiSM Application Form) onto our HEAT database and then report the 'Shared Data' as aggregated data or, in the case of data collected through interviews and focus groups, anonymously and using pseudonyms. Exceptionally, the University can report the 'Shared Data' to the School/College in a non-anonymised way if this reporting is required for the performance of a particular public education task carried out in the public interest by the School/College. The University can provide the School/College with an annual report about the use of the supplied Personal Data to enable the School/College to account internally and externally on the use of the Personal Data in an aggregate manner.

The University and the School/College must:

- ensure compliance with the Data Protection Laws at all times;
- each manage its own costs in relation to compliance with the Data Protection Laws;
- ensure that the shared Personal Data is: adequate, relevant and not excessive in relation to the processing purposes; accurate and maintained up to date; not kept for longer than necessary;

- only share Personal Data of students who have been informed in advance of the Data Sharing (by way of the USiSM signed application form); the party conducting the primary data collection must communicate to the students the Privacy Notice;
- not publish the Shared Data in identifiable form unless the concerned Data Subjects have given their consent and in conformity with other safeguards laid down by the Data Protection Laws and any other UK laws;
- not copy, broadcast or disseminate the Shared Data to any third party unless provided in this agreement or if the disclosure is required by law;
- employ appropriate technical and organisational measures, processes and procedures to ensure secure data transfer between them and keep the Shared Data safe from unauthorised use, access or disclosure, accidental or unlawful destruction, loss, alteration or theft;
- not use the Shared Data in a way that would support decision making about the Data Subjects, with the exception of the application for the processing purpose enabling offers of additional support and other initiatives strictly to the benefit of the Data Subject;
- restrict access to the Shared Data to those of its employees and volunteers who are directly involved in the Processing of the Shared Data or in providing technical support to those Processing the Shared Data;
- ensure that all its employees and volunteers who Process the Shared Data have received appropriate training about their responsibilities under the Data Protection Laws and this agreement;
- not engage a subcontractor to Process the Shared Data without the prior written consent of the other parties;
- maintain complete and accurate records in relation to the Processing of the Shared Data and supply the other parties on demand and without undue delay with any reasonably requested evidence about its Processing of the Shared Data, including of any subcontracting, in order to demonstrate compliance with this agreement and the Data Protection Laws;
- notify the other parties of a security breach, loss of Shared Data or a similar incident affecting data protection as soon as possible and, at the latest, within three Working Days from identifying the incident;
- provide reasonable assistance to the other parties as necessary to enable them to comply with data subject access requests and to respond to complaints or communications related to the Processing of the Shared Data;
- not transfer the Shared Data outside the European Economic Area;
- retain the Shared Data securely for the duration of the Retention Period;
- This agreement shall be in force until 31 July 2019 and the University and the School/College shall review it every 12 (twelve) months and they may continue, vary or terminate it as a result of the review. Any variation to the agreement must be done in writing.

Glossary of Terms

"Data Controller"	means a person or organisation who (either alone or together with other persons) determines the purposes for which and the manner in which any Personal Data is Processed.
"Data Protection Laws"	means: (i) the EU General Data Protection Regulation 2016/679 (GDPR) and any applicable national legislation that complements or supplements it, as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy; and (iii) all applicable national legislation and authoritative guidance about the Processing of personal data and privacy.
"Data Sharing"	means the disclosure of Personal Data from one party to another or the others which results in the joint or separate Processing of Personal Data by the Universities and the School/College for any one purpose of a range of purposes expressly specified in this agreement.
"Data Subject"	means a student at a school or a college in the Sheffield City Region, who is subject to the outreach activity of the Universities.
"Deletion"	means erasing and destroying the Personal Data or putting the Personal Data beyond use.
"HEAT Database"	means a secure online database and a specifically designed tool that enables standardised and bespoke data collection for subscribers.
"Personal Data"	means information relating to a Data Subject who can be identified directly or indirectly from this information.
"Process" and "Processing"	means any operation or set of operations which is performed on the Personal Data, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction or Deletion.
"Retention Period"	means the duration periods, subject to annual reviews as the project develops and in line with guidance from the Information Commissioner's Office and other best practice in the sector, as follows: a. if the Data Subject is below the age of 21 at the time of First Intervention, the retention period of that Data Subject's data is 15 (fifteen) years after the Data Subject's graduation or until the Data Subject reaches the age of 30, whichever is later; and b. if the Data Subject is aged 21 or over at the time of First Intervention, the retention period of that Data Subject's data is 10 (ten) years after First Intervention or 15 (fifteen) years after graduation, whichever is later. c. The length of the duration periods in (a) and (b) is required to enable the Universities and HEPPSY+ partnership to assess whether the outreach activities have been successful in widening participation in higher education.
"Shared Data"	means the Personal Data Processed through the Data Sharing.
"Working Day"	means Monday to Friday inclusive save for UK bank and statutory holidays and other days when the parties are not open for business, such days to be notified in advance by each party to the others.