

Dated
September 2026

THE UNIVERSITY OF WALES TRINITY SAINT DAVID (1)

-and-

TRINITY SAINT DAVID STUDENTS' UNION LIMITED (2)

DATA SHARING AGREEMENT

Re: Sharing of information for the purpose of student elections and other purposes as specified

Corporate Governance
University of Wales Trinity Saint David
Swansea Business Campus
Swansea SA1 1NE

THIS AGREEMENT is made the 1st day of September 2026 (the “**Commencement Date**”)

BETWEEN

- (1) **THE UNIVERSITY OF WALES TRINITY SAINT DAVID** of College Road, Carmarthen, SA313EP (the “**University**”); and
- (2) **TRINITY SAINT DAVID STUDENTS’ UNION LIMITED** of Carmarthen Campus, Carmarthen, SA31 3EP (the “**SU**”)

BACKGROUND

- (A) The University is a Welsh higher education institution with campuses throughout Wales and in Birmingham and London. It is an exempt charity in receipt of public funding. The University is registered with the Information Commissioner’s Office (‘**ICO**’) (Registration reference Z6441030) and will notify any particulars of the data sharing under this Agreement to the ICO as required. The University’s information notification registration with the ICO includes provision to share information ‘where necessary or required with local and central government’.
- (B) Trinity Saint David Students’ Union (hereafter referred to as ‘the SU’) exists to enhance the experience of all students studying at the University of Wales Trinity Saint David through;
 - Adding value to the student experience – socially, culturally and academically;
 - Offering participative opportunities and activities; – Developing the skills and knowledge of our members.
 - Facilitate sabbatical and voluntary student officer elections
- (C) The following agreement governs the provision of students’ personal data by the University to the SU and explains the purposes for which that information may be used.

IT IS AGREED

1 SCOPE OF AGREEMENT

- 1.1 This Agreement facilitates the transfer of specific and agreed data as set out in Clause 2 and Schedule 1 of this Agreement ('**Data**') from the University to the SU for the following purposes:
 - 1.1.1 Administration of elections
 - 1.1.2 Administration of TSDSU clubs and societies
 - 1.1.3 Generation of demographic reports
 - 1.1.4 Verification of student's identity
 - 1.1.5 Administration of ticket sales
 - 1.1.6 Administration of Clubs' and Societies' Memberships
 - 1.1.7 To allow email communication between TSDSU and its members
 - 1.1.8 To allow email communication between its Clubs & Societies members where no emails are visible to the sender (Sender; President or Secretary of the Club/Societies)
- 1.2 In consideration of the University providing the Data under the terms of this Agreement and for its covenants throughout this Agreement, the SU covenants to the matters set out in this Agreement.

2 DATA PROVISION

- 2.1 The Data transferred from the University to the SU will be the minimum required by the SU to place those individuals registered as current students of the University. The Data transferred will be the data set out in the fields shown in Schedule 1.

3 DATA FORMAT

- 3.1 The Data, which is held electronically on the University's student records system for each enrolled, current student, will be provided by the University to the SU in .csv format, a compatible format which has been agreed by both Parties.
- 3.2 For the avoidance of doubt, the University does not collect, and cannot provide, National Insurance information as this is not required for the enrolment of students.

- 3.3 Data will be extracted and submitted to the SU by a designated member of the University's Information Systems team.

4 FREQUENCY

4.1 Primarily the Data will be transferred via a Live Feed from the University's database to the SU web service provider.

4.2 In the event The Data is unable to be transferred via the Live Feed The Data will be transferred on the following dates in the forthcoming academic year: 28th September 2026 (or as soon as is practicable thereafter); 15th January 2027 (or as soon as is practicable thereafter); and 15th February 2027

5 DATA TRANSFER AND SECURITY

- 5.1 Pursuant to 4.2 The Data will be transferred via a secure upload area facilitated by the SU. This data is to be deleted from the secure upload area by the 30th October 2026, 12th February 2027, and the 26th March 2027 respective of the transfer.

- 5.2 The SU will take appropriate technical and organisational measures to protect against unlawful and unauthorised processing and shall ensure that the Data is kept secure, and shall use all reasonable security practices and systems applicable to the use of the Data to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the Data.

- 5.3 Where the SU uses security features in relation to the Data (wholly or in part), the security features must be kept confidential and not lent, shared, transferred or otherwise misused by either Party.

- 5.4 If either Party:

5.4.1 becomes aware of any unauthorised or unlawful processing of any Data or that any Data is lost or destroyed or has become damaged, corrupted or unusable;

5.4.2 becomes aware of any security breach in respect of the Data; or

5.4.3 learns or suspects that any security feature has been revealed to, or obtained by, any unauthorised person;

that Party shall, at its own expense, promptly notify the other Party and fully cooperate with the other Party to remedy the issue as soon as reasonably practicable and shall also inform the ICO if the circumstances correspond to the criteria provided by the ICO's existing guidance on notification of security breaches.

5.5 The SU shall take all reasonable precautions to preserve the integrity of any Data processed by it. In particular, the SU is required to:

5.5.1 treat all Data as confidential information;

5.5.2 obtain consent from the appropriate data subject to disclose Data relating to that data subject to third parties;

5.5.3 allow access to the Data strictly on a 'need to know' basis only and use appropriate access controls to ensure this requirement is satisfied.

6 DATA RETENTION

6.1 The Data received from the University under Clause 5 above shall be held by the SU for a period necessary to discharge its duties in relation to student elections. The SU, in accordance with GDPR shall not keep the Data any longer than is necessary.

7 CONTACT DETAILS

7.1 University contact details:

University of Wales Trinity Saint David
Technium 1, UWTSd, Kings Road, Swansea, SA1 8PH

Co-ordinator: Paul Osborne paul.osborne@uwtsd.ac.uk

Data contact: Matthew Marl m.marl@uwtsd.ac.uk

Trinity Saint David Students' Union

SU Data Controller: Steve Ralph steve.ralph@uwtsd.ac.uk

8 ACCESS AND INDIVIDUALS' RIGHTS

Data Protection

8.1 The University is a Data Controller as defined by the General Data Protection Regulation 2016 (GDPR), processing personal information of students, staff and others for education and support service purposes.

8.2 The Parties recognise that responses to subject access requests submitted by individuals under the provisions of the GDPR may include information shared under this Agreement. If any request is received by the SU that relates to Data

supplied under this agreement, the SU shall, as soon as reasonably practicable, and in any event, within 2 days, contact the University's Data Protection contact below:

Paul Osborne
Data Protection Officer
UWTSD, Technium 1,
Kings Road,
Swansea,
SA1 8PH
Paul.Osborne@uwtsd.ac.uk

Freedom of Information Act 2000

- 8.3 Requests for information ('**RFI**'), relating to this Agreement, made under the provisions of the Freedom of Information Act 2000 ('**FOIA**') will be considered on a case by case basis by the receiving Party.
- 8.4 The Party under this Agreement receiving the RFI (the '**Recipient**') shall notify the other Party (the '**Assisting Party**') as soon as practicable, and in any event, within five working days after receipt of the RFI.
- 8.5 The Assisting Party shall provide all necessary assistance as reasonably requested by the Recipient to enable the Recipient to respond to the RFI and will notify the Recipient within 5 working days after receiving the notification set out in Clause 8.4 above as to whether it objects to the release of the information requested under the RFI and what exemption or exemptions under the FOIA it wishes to rely on.
- 8.6 The Recipient shall be solely responsible for determining, at its absolute discretion, whether any information is exempt from disclosure in accordance with the provisions of the FOIA.

9 INFORMATION GOVERNANCE AND COMPLAINTS

- 9.1 The employees detailed in Clause 9.2 below (or their future job successors) will each be responsible for monitoring and ensuring compliance with this Agreement within their respective organisations.
- 9.2 Additional information in relation to Data sharing is contained within the University's Fair Processing Notice at <http://www.uwtsd.ac.uk/corporateservices/data-protection>
- 9.3 If either Party to this Agreement, or a third party, has any complaints in relation to this Agreement then these should be submitted in writing to:

The Clerk to Council
University of Wales Trinity Saint David
Carmarthen Campus
College Road
Carmarthen
SA31 3EP

Chief Executive
Trinity Saint David Students' Union
Dylan Thomas Centre
Somerset Place
Swansea
SA1 1RR

10 BREACHES OF CONFIDENTIALITY

- 10.1 If a breach of confidentiality or the DPA occurs in relation to the Data by a Party as a result of, or following, the sharing of Data under this Agreement that Party must inform the other Party under this Agreement.
- 10.2 Any breach as described above must be investigated by an appropriate officer of the Party in breach and the results of that investigation must be reported to the Information Commissioner's Office immediately if there is a potential or actual adverse effect on the relative data subject(s).

11 STAFF AWARENESS AND TRAINING

- 11.1 Employees of the University and the SU who have contact with the Data must be made aware of their data protection responsibilities, be provided with appropriate training and procedures for secure handling and compliant use of personal data, and must comply with the DPA and any confidentiality and data protection policies that Party has in place.

12 COMMENCEMENT AND DURATION

- 12.1 This Agreement shall remain in force from the Commencement Date for a period of 13 months thereafter.
- 12.2 Either Party may terminate this Agreement by giving the other not less than 3 months' notice in writing.

13 GOVERNING LAW

- 13.1 Any disputes between the parties arising out of the conditions or breach of this Agreement will be decided in accordance with the laws of England and Wales

and will be subject to the exclusive jurisdiction of the courts of England and Wales.

14 DECLARATION

- 14.1 The University and the SU agree to abide by the terms and conditions of this Agreement and are aware of and understand the relevant provisions of the DPA and agree to abide by these provisions.

SCHEDULE 1

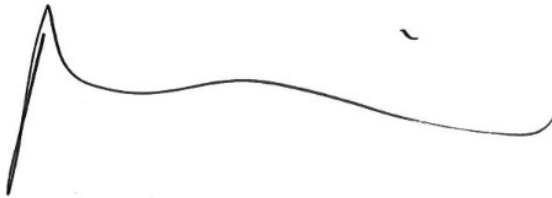
(The Data)

The Data to be extracted and provided to the SU under this Agreement is for those students eligible to vote in Students' Union elections and those who are clients of the Students' Union Advice Service.

Field Name	Type	Max Length
Student ID number	alphanumeric	50
Forename	alphabetic	50
Surname	alphabetic	100
Date of Birth	numerical	
Institution Email address	Character	100
Programme	alphanumeric	100
Programme Level	alphabetic	100
Faculty	alphabetic	50
Student Type	alphabetic	100
Mode of Study	alphabetic	
Hall	alphabetic	50
Campus	alphabetic	50
Race / Ethnicity	alphabetic	50

Signed as an agreement by:

Signature:

A handwritten signature in black ink, consisting of a sharp upward stroke followed by a long, sweeping horizontal line that curves slightly downwards at the end.

Name: Peter Mannion

Title: Chief Operating Officer, University of Wales Trinity Saint David

Date: 24 August 2026

Signature: *Steve Ralph*

Name: Steve Ralph

Title: Chief Executive

University of Wales Trinity Saint David Students' Union

Date: 21.08.26