

Protocol for data sharing between Bournemouth University and *[name of non-contracted providers of accommodation to BU students]*

USE OF THIS DOCUMENT

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[Name] is a provider of accommodation to BU students through direct contracting arrangements with individual students. There is no contract in place between BU and *[Name]* regarding provision of accommodation, but both organisations wish to ensure that they are able to take appropriate action to safeguard the welfare of students living in *[Name]*'s accommodation. This document sets out the circumstances in which BU and *[Name]* may share between them personal data of BU students for these purposes and establishes a process for carrying out such sharing.

The organisations agree that they are each an independent data controller of personal data of students which they collect for the purposes of their operations, and each organisation shall remain responsible for its own compliance with data protection legislation and legal obligations of confidentiality.

In this document "the data protection legislation" means, to the extent in force from time to time in the UK, all of: (a) European Union Directives 95/46/EC and 2002/58/EC (as amended by Directive 2009/139/EC); (b) the General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR); (c) any legislation and/or regulation implementing or made pursuant to the legislation in (a) or (b), including but not limited to the Data Protection Act 2018; and (d) any other applicable data protection laws and regulations and the terms "personal data", "special category data", "data subject" and "data controller" shall have the meanings set out in or be interpreted as provided for in the data protection legislation.

Sharing with consent of the student (data subject)

The organisations will share information about a student with the student's consent (including explicit consent from a student where special category data is shared). The organisations will consider seeking consent for such sharing when there are emerging concerns about a student's

welfare as a consequence of the student's behaviour, or that student's behaviour is reasonably considered to be a risk to others.

See case studies 1 and 2 below.

It is the responsibility of the organisation sharing the information to ensure that they obtain a valid consent, retain appropriate records of the consent and only share information within the scope of the consent. On request, the organisation sharing information shall provide the other organisation with a copy of any written consent or other information regarding the method by which consent was obtained, and shall provide appropriate assurances regarding the legal validity of the consent.

Legal basis for sharing information:

- (a) *Personal data*: GDPR Article 6.1(a) (consent)
- (b) *Special category data*: GDPR Article 9.2(a) (explicit consent)

Sharing without the consent of the student (data subject)

Information may be shared without the consent of the student as follows:

Types of personal data which may be shared: significant concerns about the health or wellbeing of a student, information about action taken to safeguard welfare of a student, information confirming the whereabouts or wellbeing of a student, information about commission of a crime or investigation of a possible crime. Always consider whether the objective can still be achieved by sharing less personal data and seek advice where in doubt.

Purpose of sharing: to safeguard welfare of/prevent serious harm to students. Such sharing will take place only where it is not possible or appropriate to rely on the consent of the student and where the organisation sharing the data considers that sharing is necessary to prevent or manage a risk of significant harm to the student whose data is being shared and/or others.

See case study 3 and case study 4 below.

Legal basis for sharing information:

- a) *Personal data*: 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).
- b) *Special Category Data (information about health conditions/disability)*: 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.

- c) *Criminal Convictions Data or information about criminal activity/potential criminal activity*: GDPR Article 10 and paragraph(s) 10 and 18 of Schedule 1 of the Act (necessary for reasons of substantial public interest and for the purposes of preventing or detecting unlawful acts or for safeguarding of children and vulnerable adults).

The organisations agree that they will share the minimum amount of information necessary for the purposes of the sharing and minimise the number of people to whom information is disclosed by following the processes set out below. Where possible sharing will be undertaken following the process set out below. However, the organisations acknowledge that where it is considered that there is a risk of serious harm to a student/a need for urgent action to prevent harm, the priority is to avoid harm and they may depart from the protocol if necessary to ensure appropriate emergency action is taken and risk of serious harm is averted/minimised. Both organisations will always give appropriate consideration to contact with the emergency services as a first step and consider whether immediate sharing with the other organisation is necessary in addition to contact with the emergency services.

Additionally, organisations should always consider a student's welfare generally and take an appropriate course of action.

See case study 5 and case study 6.

Process for sharing information

The nominated contact for BU under this protocol Mandi Barron, Director of Student Services, who will escalate concerns in accordance with this protocol.

The nominated contacts for [Name] are [] or [].

The organisations agree that the student concerned will be told of the data sharing after the event if it is not possible to make them aware beforehand or at the time of such sharing.

The organisations agree to meet at least annually (and more frequently as required) for discussions (not using personal data) about the types of welfare concern/risk situations which have arisen, to review how they were handled/whether information was shared and discuss how this was handled/how to improve practice for the future.

Training

The organisations agree to provide regular training to all staff involved in their awareness of this protocol for data sharing, and work together at all times to monitor and incorporate industry/national guidance and best practices, as well as any developments in UK legislation and regulations.

Case studies

Case study 1

Student-D, living in a private hall of residence, where BU had a commercial agreement to advertise the rooms but did not have a data sharing agreement as part of that agreement, was identified by the provider as not attending university and struggling with their wellbeing. Consent to share was sought from the student and gained. The provider then sent relevant information to BU who passed the details on to the relevant support services. Student-D is now getting the help they need.

Would this level of data sharing be covered under this protocol?

Yes. Consent to share was sought and given by the student so the sharing of information was permitted.

Case study 2

An accommodation provider contacts BU about student-E who was a BU student living in their hall of residence, under their managed accommodation contract. It was reported that student-E was in serious rent arrears and was not responding to their communications. There was no report of any wellbeing concerns with student-E. The accommodation provider wanted to know if student-E was still enrolled as a student at BU. BU said they cannot share that information without a data sharing agreement in place.

Would this level of data sharing be covered under this protocol?

No and it is for the accommodation provider to manage their residents in line with their own T&Cs. This type of information must not be shared without the data subject's consent. However, it should be noted that rent arrears and no response to communications could indicate wellbeing concerns notwithstanding that there has been no report of them and continuing efforts should be made to contact the BU student, and the position monitored (see Case Study 3 below).

Case study 3

Student-A, living in a private hall of residence, where BU had a commercial agreement to advertise the rooms but did not have a data sharing agreement as part of that agreement, was identified by the provider as having mental health issues of serious concern. The concern was initially raised by Student A's flatmates due to a change in Student-A's behaviour, e.g. they were abnormally aggressive, had stopped taking their medication and was driving their car erratically and dangerously. The provider did not have consent to share student-A's information with BU but decided to do so. It transpired that student-A did have serious issues and was in need of professional support that BU was able to help with.

Was the provider's decision to share necessary and proportionate in the absence of consent?

Yes, if the provider believed that it was doing so in an emergency situation (e.g. to prevent serious physical, emotional or mental harm to a person) and assuming that the provider had a clear reason to think that BU was best placed to provide the necessary and appropriate support. In such situations the provider will need to make judgement calls on a case by case basis based on the context and situation and BU would encourage providers to consider appropriate training for their staff. BU is happy to discuss this with providers.

Case study 4

A small local HMO landlord contacted BU with concerns for Student-F who lived in their 4-bed HMO. Student F's accommodation contract was direct with the landlord. The landlord reported that Student-F was being disruptive and had caused the other residents to complain about their behaviour. The landlord had met with the residents and tried to mediate but this had not worked. The landlord was concerned that Student-F had mental health issues and that these were the cause of their disruptive behaviour. However, the landlord was not sure as they had no experience of this type of situation before. The landlord was not sure if they could tell BU the name and details of Student-F as there was no consent to share. BU provided the landlord with relevant BU wellbeing support information for them to share with the residents.

Was the provider's decision not to share necessary and proportionate in the absence of consent?

Yes, as there was no obvious serious threat and no consent to share in place, this was the correct decision.

Case study 5

Student-B, living in a private hall of residence, where BU had a commercial agreement to advertise the rooms but did not have a data sharing agreement as part of that agreement, contacted their Faculty team to report serious concerns about the security service at the private hall of residence. Student-B had been involved in a sexual assault incident recently and was very nervous about her safety. They reported being particularly nervous about a specific security guard who was not conducting himself professionally in the hall. Student-B was so nervous they had returned home and it was negatively impacting on their wellbeing and academic engagement. Student-B did not want BU to share their personal information or specific details of the concerns with their accommodation provider but wanted BU to know. Although this meant there was a potential risk to other students living in that hall, BU did not share this information back with the provider. However, the provider was told that a report had been received related to concerns about their security team and for them to check that all guards were following procedures and conducting themselves professionally.

Could BU have shared more specific information to protect other residents of that hall?

This is a safeguarding risk and it is therefore appropriate to raise the general concern. Student B should also have been encouraged to contact the accommodation provider direct, regardless of their reticence, and with BU's support.

Case study 6

Student-C, living in a private hall of residence, where BU has no agreements of any form, was reported by the provider as behaving in serious breach of their accommodation contract. This was during the Covid lockdown period and Student-C had been organising multiple large parties that were causing a nuisance to other students and the wider local community, as well as being dangerous at that time with the potential spread of Covid. The provider had taken Student-C through their disciplinary process and was about to commence eviction proceedings. The police had also issued Student-C with multiple Covid fines. There was no consent to share from the student and, although BU wanted to take its own action against the student, the provider and the police would

not provide BU with student-C's details. Student-C was evicted from that hall and around 7 months later another private hall of residence provider contacted BU saying they had a student living with them who they understood had been evicted recently from another private hall and was now causing problems with anti-social behaviour. It was assumed this was the same student. Again, the accommodation provider said they could not share the name of the student.

Could the providers or the police have provided student-C's details so BU could have taken action that could have prevented student-C from negatively impacting on others?

This would not be appropriate. Although the student was causing a nuisance, it is for the accommodation providers to manage behaviour in their accommodation in line with their own T&Cs and for the police to take legal action as they deem appropriate. (However the situation would be different if there were to be concerns/complaints raised directly with BU by another student against Student C).

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