



<b>Title of Report:</b>	<b>Data Sharing Agreement with Ulster University</b>
<b>Committee Report Submitted To:</b>	<b>Environmental Services Committee</b>
<b>Date of Meeting:</b>	<b>9<sup>th</sup> June 2026</b>
<b>For Decision or For Information</b>	<b>For Decision</b>
<b>To be discussed In Committee</b>	<b>No</b>

<b>Linkage to Council Strategy (2021-25)</b>	
Strategic Theme	Healthy and Engaged Communities
Outcome	Implementation of statutory responsibilities
Lead Officer	Head of Health & Built Environment

<b>Budgetary Considerations</b>	
Cost of Proposal	N/A
Included in Current Year Estimates	N/A
Capital/Revenue	N/A
Code	N/A
Staffing Costs	N/A

<b>Legal Considerations</b>	
Input of Legal Services Required	<b>NO</b>
Legal Opinion Obtained	<b>NO</b>

<b>Screening Requirements</b>	Required for new or revised Policies, Plans, Strategies or Service Delivery Proposals.		
Section 75 Screening	Screening Completed:	Yes/No N/A	Date:
	EQIA Required and Completed:	Yes/No N/A	Date:
Rural Needs Assessment (RNA)	Screening Completed	Yes/No N/A	Date:
	RNA Required and Completed:	Yes/No N/A	Date:
Data Protection Impact Assessment (DPIA)	Screening Completed:	Yes/No N/A	Date:
	DPIA Required and Completed:	Yes/No N/A	Date:

## **1.0 Purpose of Report**

- 1.1 The purpose of this report is to seek approval for a Data Sharing Agreement between Ulster University and Causeway Coast and Glens Borough Council.

## **2.0 Background**

- 2.1 Council's Environmental Health Department participates in the 'Nightsafe' initiative, in partnership with Ulster University and PSNI, which was established to proactively address issues arising within student residential areas of the Borough.
- 2.2 The University and Council are committed to working collaboratively and, where necessary, sharing information that may assist in addressing anti-social behaviour and nuisance behaviour. The overall aim is to protect students and the wider community from harm and to provide a safe environment in which students can live, work and study.
- 2.3 Council has statutory powers to deal with antisocial and nuisance behaviour. The University also has established processes for maintaining acceptable standards of student behaviour. It is recognised that, when acting independently, either party may hold incomplete information.
- 2.4 The proposed agreement, attached as Appendix 1, will provide a framework for the lawful sharing of information relating to University students, enabling both parties to collaboratively consider and implement appropriate actions and interventions, including preventative measures. It will also identify and reduce any risks posed to the staff of both parties.

## **3.0 Recommendation**

It is recommended that Council agrees to the Data Sharing Agreement with Ulster University and grants approval to the Head of Health and Built Environment to sign the agreement on behalf of Council.



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**DATA SHARING AGREEMENT**  
**Causeway Coast and Glens Borough Council**  
**and**  
**University of Ulster**

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## Introduction

Ulster University (the University) and Causeway Coast and Glens Borough Council (CC&G) are committed to working together and when necessary, to share information that has the potential to reduce crime, anti-social and nuisance behaviour. The overall aim is to protect students and the wider community from harm and provide a safe environment for students to live, work and study.

It is recognised that CC&G has a statutory responsibility to reduce antisocial and nuisance behaviour and participate in crime prevention initiatives with partner agencies. The University also has an established process for maintaining an acceptable level of behaviour for its students and this agreement provides a framework to share information that relates to students of the University and to collaboratively consider any appropriate action and intervention including preventative action to address the above areas of concern.

The success of this agreement hinges on effective, timely information sharing and it is accepted that the parties working separately may hold incomplete information when endeavouring to address the issues highlighted above.

The parties will endeavour to manage and to reduce antisocial and nuisance behaviour and participate in crime prevention initiatives by sharing relevant information and provide appropriate interventions. It will also identify and reduce any risks posed to the staff of both parties.

The purpose and aim of this Data Sharing Agreement is:

1. To establish the process for the formal exchange of information between Causeway Coast and Glens Council and the University with the intention to protect students and staff from harm and provide a safe environment for students to live, work and study and facilitate positive interactions with the local community.
2. To facilitate the sharing of proportionate and relevant information in a co-ordinated and legally compliant way that will focus on preventing and reducing criminal activity, antisocial behaviour and statutory nuisance.
3. To identify students' behaviour where there may be a potential breach of the University's Student Discipline Ordinance and where such behaviour may impact upon the safety or security of students and the overall community in which they reside.
4. Where such behaviour adversely impacts upon the students' relationship with the wider community and may bring the University into disrepute.
5. To clarify the understanding between signatories as to the responsibilities towards each other and to the personal data relating to the individuals involved; and
6. To describe how this arrangement will be used, monitored and reviewed.

The commitments of both parties are as follows:

- To only share information that is necessary proportionate and relevant in relation to preventing and reducing criminal activity, antisocial behaviour and statutory nuisance; and assist the University address student behaviour and take disciplinary action if necessary.
- To comply with all relevant legislation and guidance.
- To have notified the Information Commissioner's Office in respect of the notification obligations under the UK General Data Protection legislation; and
- To seek legal advice in cases where there is any doubt as to whether information sharing is appropriate.

## **PARTIES**

- (1) ULSTER UNIVERSITY which has its principal administrative offices at Cromore Road, Coleraine, Northern Ireland, BT52 1SA (the “**University**”); and”
- (2) Causeway Coast and Glens which Causeway Coast & Glens Borough Council which has its principal offices at Cloonavin, 66 Portstewart Road, Coleraine, BT521EY (the “**Council**”).

## **BACKGROUND**

- (A) The University and the Causeway Coast and Glens Borough Council are Controllers for the purpose of the Data Protection Legislation.
- (B) The Parties agree to share the Personal Data on the terms set out in the Memorandum of Understanding.
- (C) The Parties agree to use the Personal Data on the terms set out in this Memorandum of Understanding.
- (D) This is a free-standing Memorandum of Understanding that does not incorporate any separate understanding or arrangements between the parties in respect of any wider context.

## **AGREED TERMS**

### **1. Interpretation**

The following definitions and rules of interpretation apply in this Memorandum of Understanding.

#### 1.1 Definitions:

**Agreed Purpose:** has the meaning given to it in **Schedule1, Part 2** of this Memorandum of Understanding.

**Applicable Law:** means:

- a) any law, legislation, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction applicable to the activities between the parties.
- b) the common law and laws of equity as applicable to the parties from time to time.
- c) any binding court order, judgment or decree; and
- d) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party’s assets, resources or business.

**Business Day:** a day other than a Saturday, Sunday or public holiday in Northern Ireland when banks in Belfast are open for business.

**Commencement Date:** means the date of this Memorandum of Understanding.

**Commissioner:** means the UK Information Commissioner, being the independent regulator and supervisory authority in the UK pursuant to section 114 of the DPA 2018.

**Confidential Information:** information, including any information or analysis derived therefrom, howsoever obtained under this Memorandum of Understanding relating to, without limitation, the business, products, affairs, personnel, strategy and finances of the each party for the time being confidential to each party and trade secrets including, without limitation, technical data and know-how, relating to the business of the parties or any of its staff, management, clients, customers, visitors, partners, suppliers, agents, or distributors. This information specifically includes (i) information belonging to third parties pursuant to which each party has a duty of confidentiality; (ii) any information clearly designated as being confidential (whether it is marked as "confidential") or which ought reasonably to be considered to be confidential; and (iii) the information listed in **Schedule 1** as confidential. This information does not however include: (i) any information which is already in, or comes into, the public domain otherwise than through a breach of this Memorandum of Understanding, (ii) was available to each party prior to the commencement of this Memorandum of Understanding, or (iii) which the parties agree in writing is not confidential or may be disclosed.

**Criminal Offence Data:** means Personal Data relating to criminal convictions and offences or relate security measures to be read in accordance with section 11(2) of the DPA 2018.

**Data Protection Legislation:** means all applicable data protection and privacy legislation in force from time to time in the UK including:

- (a) the DPA 2018.
- (b) the UK GDPR.
- (c) Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
- (d) any laws which implement or amend any such laws in the UK.
- (e) the guidance codes of practice issued by the Commissioner or other Supervisory Authority applicable to a party; and
- (f) where applicable, other non-domestic legislation and regulatory requirements in force from time to time which apply to a party to this Memorandum relating to the use of Personal Data.

**Data Subject Request:** the exercise by a Data Subject of his or her rights under Article 15 of the UK GDPR.

**Deletion Procedure:** means the procedure set out at **Schedule 1, paragraph 4**.

**DPA 2018:** means the Data Protection Act 2018.

**EIRs:** means the Environmental Information Regulations 2004 ~ (SI 2004/3391), together with any guidance and/or codes of practice issued by the Commissioner or relevant government department in relation to such regulations.

**FOIA:** means the Freedom of Information Act 2000, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Information:** has the meaning given under section 84 of FOIA.

**Request for Information** means a request for information under the FOIA or the EIRs.

**Personal Data Breach:** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

**Public Authority:** shall have the meaning as set out in section 7 of the DPA 2018.

**Shared Personal Data:** the Personal Data which the parties directly or indirectly discloses, or makes available, to the other party under **clause 3** of this Memorandum of Understanding.

**Representative(s):** means in relation to each party (where applicable):

- (a) its officers and employees that need to know the Confidential Information for the Agreed Purpose.
- (b) its professional advisers or consultants who are engaged to advise that party in connection with the Agreed Purpose.
- (c) its contractors and sub-contractors engaged by that party in connection with the Agreed Purpose; and
- (d) any other person to whom the other party agrees in writing that Confidential Information may be disclosed in connection with the Agreed Purpose.

**Retention and Disposal Policy:** in respect of the University it shall mean the Retention and Disposal Schedule of the University as amended from time to time, with the current version available [here](#). In respect of the Council, it shall mean the retention and disposal policy of the Council, with the current version available [here](#).

**Standard Contractual Clauses:** meaning those standard contractual clauses published by the Commissioner under section 119A(1) of the DPA 2018 and termed the International Data Transfer Agreement or the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses as the case may be, or such alternative clauses as may be approved from time to time.

**Subject Right Request:** the exercise by a Data Subject of their right under the DPA 2018.

**Supervisory Authority:** the relevant supervisory authority in the territories where a party to this Memorandum of Understanding are established (other than the Commissioner).

**Term:** has the meaning given at **Schedule 1, Part 3**.

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

- 1.2 **Controller, Processor, Data Subject, Personal Data, Joint Controller, Special Categories of Personal Data, Processing** shall have the meanings given to them in the DPA 2018 and "appropriate technical and organisational measures" shall have the meaning given to it in the UK GDPR.
- 1.3 Clause and Schedule headings shall not affect the interpretation of this Memorandum of Understanding.
- 1.4 The Schedule forms part of this Memorandum of Understanding and shall have effect as if set out in full in the body of this Memorandum of Understanding. Any reference to this Memorandum of Understanding includes the Schedules.
- 1.5 Unless the context otherwise, requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.7 A reference to legislation shall include references to such legislation as re-enacted, amended, extended or applied by or under any other legislation from time to time together with any subordinate legislation made from time to time.
- 1.8 References to clauses and Schedules are to the clauses and Schedules of this Memorandum of Understanding and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.9 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.10 In the case of any ambiguity between any provision contained in the body of this Memorandum of Understanding and any provision contained in the Schedules, the provision in the body of this Memorandum of Understanding shall take precedence.
- 1.11 A reference to **writing** or **written** includes email but not fax.
- 1.12 Unless the context otherwise requires the reference to one gender shall include a reference to the other genders.

## **2. Purpose**

- 2.1 This Memorandum of Understanding sets out the framework for the disclosure of Personal Data by the Parties, with both Parties acting as Controllers. It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.
- 2.2 The parties wish to clarify matters between them as follows:
- (a) The parties consider this data sharing initiative necessary for the reasons described in **Schedule 1**.
  - (b) The aim of the data sharing initiative is as detailed at **Schedule 1**.
  - (c) It will serve to benefit individuals and/or society (as applicable) as set out in **Schedule 1**.
- 2.3 The Parties agrees to only process Shared Personal Data for the purposes set out in **Schedule 1**. The Parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in **Schedule 1 (Agreed Purpose)**.
- 2.4 Prior to the sharing of any Shared Personal Data pursuant to this Memorandum of Understanding, each party shall appoint a single point of contact (**SPoC**), as named at **Schedule 1**, who will work together to reach an agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing initiative.

## **3. Shared Personal Data**

- 3.1 Details on the Shared Personal Data relevant to this Memorandum of Understanding are set out in Paragraph 1.1 of **Schedule 1** together with any access and processing restrictions as agreed and established by the parties.

#### **4. Lawful, fair and transparent processing**

- 4.1 Each party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with **clause 4.2** during the Term of this Memorandum of Understanding.
- 4.2 Each party shall ensure that it has legitimate grounds under the Data Protection Legislation for the processing of Shared Personal Data and shall document these at **Schedule 1**.
- 4.3 Each party shall, in respect of Shared Personal Data, ensure that it provides clear and sufficient information to the Data Subjects, in the form of a Privacy Notice, in accordance with the Data Protection Legislation, of the purposes for which it will process their Personal Data, the legal basis for such purposes and such other information as is required by Article 13 of the UK GDPR including:
- (a) if Shared Personal Data will be shared to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the Data Subject to understand the purpose and risks of such transfer; and
  - (b) if Shared Personal Data will be transferred outside the UK to a country which does not have an adequacy regulation under section 17A of the DPA 2018 pursuant to **clause 8.3** of this Memorandum of Understanding, that fact and sufficient information about such transfer, the purpose of such transfer and the safeguards put in place by each party to enable the Data Subject to understand the purpose and risks of such transfer.

#### **5. Data quality**

- 5.1 Where relevant, the parties agree to use compatible datasets and to record all Shared Personal Data using agreed methods.
- 5.2 Each party shall ensure that before the Commencement Date, Shared Personal Data are accurate and that it has appropriate internal procedures in place to notify the other party of any updates to the Shared Personal Data.
- 5.3 Shared Personal Data must be limited to the Personal Data described in Paragraph 1.1 of **Schedule 1** of this Memorandum of Understanding.

#### **6. Data subjects' rights**

- 6.1 The parties each agree to provide such assistance as is reasonably required to enable the other party to comply with Subject Right Request within the time limits imposed by the Data Protection Legislation.
- 6.2 The party who receives the Subject Right Request shall have overall responsibility for responding to the Subject Right Request, unless the other party receives an identical or similar Subject Right Request from the same Data Subject. In those circumstances, the SPoC for each party shall promptly discuss and implement the most effective way of discharging its responsibilities under the Data Protection Legislation to the Data Subject who has made the Subject Right Request(s).
- 6.3 The SPoC for each party is responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.

## 7. Data retention and deletion

- 7.1 The parties shall not retain, or process Shared Personal Data for longer than is necessary to carry out the Agreed Purpose.
- 7.2 Notwithstanding **clause 7.1**, it is acknowledged that each party shall continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable in its country and / or industry, including its organisational record Retention and Disposal Policy.
- 7.3 Subject to **clause 7.2**, the parties shall ensure that any Shared Personal Data is returned to the other party or destroyed in accordance with the Deletion Procedure in the following circumstances:
- (a) on termination of the Memorandum of Understanding.
  - (b) on expiry of the Term of the Memorandum of Understanding.
  - (c) once processing of the Shared Personal Data is no longer necessary for the purposes it was originally shared for, as set out in **clause 2.3**.
- 7.4 Following the deletion of Shared Personal Data in accordance with **clause 7.3**, the each party shall notify the other that the Shared Personal Data in question has been deleted in accordance with the Deletion Procedure, and where applicable, in accordance with the parties Retention and Disposal Policy pursuant to **clause 7.2**.

## 8. Shared Data

- 8.1 For the purposes of this clause, transfers of Personal Data shall mean any sharing of Shared Personal Data by the parties with a third-party, and shall include, but is not limited to, the following:
- (a) subcontracting the processing of Shared Personal Data; or
  - (b) granting a third-party controller access to the Shared Personal Data.
- 8.2 The parties may not transfer or process the Shared Personal Data outside the UK unless the following conditions are fulfilled:
- a) the processing of Shared Personal Data is in a territory approved by the UK Secretary of State in accordance with section 17A of the DPA 2018 as providing adequate protection pursuant to Article 45 of the UK GDPR; or
  - b) where the territory is not subject to adequacy regulations, the party transferring the Shared Personal Data outside the United Kingdom:
    - i. participates in a valid cross-border transfer mechanism to ensure that appropriate safeguards are in place as required by Article 46 of the UK GDPR;
    - ii. comply with all other obligations under the Data Protection Legislation to ensure an adequate level of protection is afforded to the Shared Personal Data; and
    - iii. ensure a cross-border transfer mechanism remains in place for the duration of the processing outside the United Kingdom; or
  - c) one of the derogations for specific situations in the Data Protection Legislation applies to such transfer; and

in each circumstance above, the transfer otherwise complies with their obligations under the Data Protection Legislation.

8.3 The parties acknowledge that the Third Party is located in the United Kingdom and as such there is no restriction on the transfer of the Shared Personal Data from the University to the Third Party.

8.4 In the event that the Data Protection Legislation or approach to compliance in the United Kingdom and the Data Protection Legislation of the territory of the third-party conflict, the requirements of the country that necessitates stricter or additional requirements to protect Data Subjects' privacy and Personal Data shall apply.

## 9. Security and training

9.1 The parties shall only provide the Shared Personal Data to each other by using secure methods as agreed between the parties at **Schedule 1, Part 2**.

9.2 Having regard to the state of technological development and the cost of implementation; the parties undertakes to have in place throughout the Term appropriate technical and organisational security measures to:

(a) prevent:

- (i) unauthorised or unlawful processing of the Shared Personal Data; and
- (ii) the accidental loss or destruction of, or damage to, the Shared Personal Data

(b) ensure a level of security appropriate to:

- (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
- (ii) the nature of the Shared Personal Data to be protected.

9.3 Each party shall keep such security measures under review and shall carry out such updates as reasonably requested by the other party throughout the Term.

9.4 The parties shall ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the technical and organisational security measures agreed pursuant to this **clause 9** and **Schedule 1, Part 2** together with any other applicable national data protection laws and guidance and have entered into confidentiality agreements relating to the processing of Personal Data.

9.5 The level, content and regularity of training referred to in this **clause 9** shall be proportionate to the staff members' roles, responsibilities and frequency with respect to their handling and processing of the Shared Personal Data.

## 10. Personal data breaches and reporting procedures

10.1 The parties shall comply with its obligation to report a Personal Data Breach to the Commissioner or the appropriate Supervisory Authority (where applicable) Data Subjects under Article 33 of the UK GDPR and shall inform the other party of any Personal Data Breach concerning the processing of Shared Personal Data, irrespective of whether there is a requirement to notify the Commissioner/Supervisory Authority or Data Subject(s).

10.2 The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

## **11. Review and termination of Memorandum of Understanding**

- 11.1 This Memorandum shall remain in full force and effect during the Term and shall terminate automatically upon termination or expiry of the Term.
- 11.2 Where this Memorandum of Understanding has been entered into for the purpose of the ongoing sharing of Personal Data rather than a project concerning a one-off sharing of Personal Data, the parties shall periodically review the effectiveness of this data sharing initiative, having consideration to the aims and purposes set out in **Schedule 1, Part 2**. The parties shall continue, amend or terminate the Memorandum of Understanding depending on the outcome of this review.
- 11.3 The review of the effectiveness of the data sharing initiative will involve:
- (a) Assessing whether the sharing is still necessary, relevant and not excessive;
  - (b) assessing whether the benefits to the subjects in engaging in the data sharing are still being realised;
  - (c) assessing whether the purposes for which the Shared Personal Data is being processed are still the ones listed upon commencement of this Memorandum of Understanding and the sharing is still relevant to this purpose;
  - (d) assessing whether the Shared Personal Data is still as listed upon commencement of this Memorandum of Understanding;
  - (e) assessing whether the legal framework governing data quality, retention, and Data Subjects' rights are being complied with; and
  - (f) assessing whether Personal Data breaches involving the Shared Personal Data have been handled in accordance with this Memorandum of Understanding and the applicable legal framework.
- 11.4 Each party reserves its rights to inspect the other party's arrangements for the processing of Shared Personal Data and to terminate the Memorandum of Understanding where it considers that the other party is not processing the Shared Personal Data in accordance with this Memorandum of Understanding.

## **12. Resolution of disputes with Data Subjects, the Commissioner or the Supervisory Authority**

- 12.1 In the event of a dispute or claim brought by a Data Subject, the Commissioner or the Supervisory Authority (as the case may be) concerning the processing of Shared Personal Data against the parties, the receiving party will inform the other about any such disputes or claims, and the parties will cooperate with a view to settling the dispute or claim amicably in a timely fashion.
- 12.2 In the event of a complaint is made to the Commissioner or the Supervisory Authority (as the case may be) in relation to the Agreement of the Shared Personal Data, the receiving party will inform the other about any such complaint, and the parties will cooperate to ensure that the matter is addressed amicably in a timely fashion.
- 12.3 The parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Commissioner or the Supervisory Authority (as the case may be). If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.

12.4 Each party shall abide by a decision of a competent court in the United Kingdom or of the Commissioner/Supervisory Authority.

### **13. Indemnity**

The University and the Council undertake to indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any provisions of this Memorandum of Understanding or the Data Protection Legislation, except to the extent that any such liability is excluded under **clause 14**.

### **14. Limitation of liability**

14.1 Neither party excludes or limits liability to the other party for:

- (a) Fraud or fraudulent misrepresentation;
- (b) Death or personal injury caused by negligence; or
- (c) Any matter for which it would be unlawful for a party to exclude liability.

14.2 Subject to **clause 14.1**, a party to this Memorandum of Understanding shall not in any circumstance be liable whether in contract, tort (including negligence and breach of statutory duty however arising), misrepresentation (whether innocent or negligent) restitution or otherwise for:

- (a) any loss (whether direct or indirect) of profits, business, revenue, turnover, reputation or goodwill;
- (b) loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
- (c) any loss or liability (whether direct or indirect) under or in relation to any other contract.

### **15. Confidential Information**

15.1 The parties shall keep each other's Confidential Information confidential and, except with the prior written consent of the other party, shall not, and shall procure that its Representatives shall not:

- (a) use or exploit the Confidential Information in any way except for the Agreed Purpose; or
- (b) disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this Memorandum of Understanding; or
- (c) copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Agreed Purpose; or
- (d) seek to make contact with any third party that is the subject of the party's Confidential Information, unless expressly permitted under this Memorandum of Understanding.

15.2 The parties may disclose the Confidential Information to those of its Representatives who need to know the Confidential Information for the Agreed Purpose provided that it informs these Representatives of the confidential nature of the Confidential Information before disclosure and at all times it is responsible for these Representatives' compliance with the obligations set out in this Memorandum of Understanding. The parties shall ensure that its Representatives have given and are subject to appropriate confidentiality undertakings.

- 15.3 The parties may disclose Confidential Information to the extent to which it is required to be disclosed by (i) law and/or (ii) by any governmental and/or other regulatory authority, and/or (iii) by a court of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice as reasonably possible and acts reasonably upon any reasonable request by the other party in relation to such disclosures.
- 15.4 For the avoidance of doubt, the duties of confidentiality under this Memorandum of Understanding survive the termination or expiry of the Memorandum of Understanding.
- 15.5 Upon request from a party of this Memorandum of Understanding, each party shall delete the other party's Confidential Information in accordance with the Deletion Procedure.
- 15.6 The parties acknowledge that they are each subject to the requirements of the FOIA and the EIRs. Each party shall provide all necessary assistance and cooperation as reasonably requested by the other party to enable it to comply with its obligations under the FOIA and EIRs.
- 15.7 The parties shall notify each other of all Requests for Information it receives relating to the other party's Confidential Information as soon as practicable and shall not respond to said Requests for Information on the party's behalf.

## **16. Counterparts**

- 16.1 This Memorandum of Understanding may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.
- 16.2 Transmission of an executed counterpart of this Memorandum of Understanding (but for the avoidance of doubt not just a signature page) by email (in PDF or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this Memorandum of Understanding. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each party shall on request provide the other with the "wet ink" hard copy original of their counterpart.
- 16.3 No counterpart shall be effective until each party has executed or delivered to the other at least one executed counterpart.

## **17. Miscellaneous Matters**

- 17.1 No variation of this Memorandum of Understanding shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 17.2 No failure or delay by a party to exercise any right or remedy provided under this Memorandum of Understanding or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.3 If any provision or part-provision of this Memorandum of Understanding is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Memorandum of Understanding.
- 17.4 If during the Term the Data Protection Legislation change in a way that the Memorandum of Understanding is no longer adequate for the purpose of governing lawful data sharing exercises, the

Parties agree that the SPoCs will negotiate in good faith to review the Memorandum of Understanding in the light of the new legislation.

- 17.5 Nothing in this Memorandum of Understanding is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 17.6 This Memorandum of Understanding constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.7 Each party acknowledges that in entering into this Memorandum of Understanding it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Memorandum of Understanding.
- 17.8 Each party shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Memorandum of Understanding.

## 18. Notice

- 18.1 Any notice or other communication given to a party under or in connection with this Memorandum of Understanding shall be in writing, addressed to the SPoCs and shall be:
- (a) delivered by hand, at the time the notice is left at its registered office (if a company) or its principal place of business (in any other case): or
  - (b) if sent by pre-paid first class post or other next Business Day delivery service, at 9am on the second Business Day after posting; or
  - (c) if sent by email, at the time of transmission, provided that no delivery failure or "out of office" notification is received by the sender.
- 18.2 Notices sent by email shall be sent to the email address of the relevant SPoC notified by the receiving party from time to time for the purposes of this clause.

## 19. Dispute Resolution

- 19.1 If a dispute arises out of or in connection with this Memorandum of Understanding or the performance, validity or enforceability of it ("**Dispute**"), then the parties shall follow the procedure set out in this **clause 18** provided always that no party shall be obliged to act in accordance with this **clause 18** if to do so would prejudice the rights and freedoms of any individual who is the subject of any of the Shared Personal Data:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents;
  - (b) on service of the Dispute Notice, each party shall attempt in good faith to resolve the Dispute;
  - (c) if the parties are for any reason unable to resolve the Dispute within 5 days of service of the Dispute Notice, the Dispute shall be referred to their Executive Management Teams ("**EMT**"), who shall attempt in good faith to resolve it; and

- (d) if the respective EMTs are for any reason unable to resolve the Dispute within 5 days of it being referred to them, the parties may either:
  - (i) terminate this Memorandum of Understanding in accordance with **clause 11.3**; or
  - (ii) agree to enter into mediation in good faith to settle the dispute in accordance with the CEDR Model Mediation Procedure, or a similarly suitable alternative dispute resolution ("**ADR**") mechanism;
- (e) unless otherwise agreed between the parties within 5 days of either party making a suggestion to the other as to a suitable mediator, the mediator shall be nominated by the President for the time being of the Law Society for Northern Ireland. To initiate the mediation, a party must serve notice in writing ("**ADR notice**") to the other party to the Dispute, referring the dispute to mediation. A copy of the ADR notice should be sent to the mediator once appointed.

## **20. Governing law & Jurisdiction**

- 20.1 This Memorandum of Understanding and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Northern Ireland.
- 20.2 Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction.

This Memorandum of Understanding has been entered into on the date stated at the beginning of it.

## Schedule 1

### Part 1 Details of the Shared Personal Data and access and processing restrictions

- 1.1 Types of Personal Data to be shared between the parties during the Term of this Memorandum of Understanding:
- (a) Personal data relating to any individual believed to be a student of the University who may be involved in criminal activity, antisocial behaviour and statutory nuisance, which may have an adverse influence on the University's students or staff and where such behaviour may impact upon the safety or security of the wider community and may bring the University into disrepute, including name, date of birth student number and address.
  - (b) Dates, times, locations and type of behaviour relating to criminal activity, antisocial behaviour and statutory nuisance believed to be by the University's students, which may have an adverse influence on the University's students or staff and where such behaviour may impact upon the safety or security of the wider community and may bring the University into disrepute.
  - (c) Anonymised information relating to trends in criminal activity, antisocial behaviour and statutory nuisance.
  - (d) Names, ranks and grades of Council Officers and University Officers involved in dealing with the above incidents or reports

- 1.2 The following types of Special Categories of Personal Data will be shared between the Parties during the Term of this Memorandum of Understanding:
- (a) Data concerning a natural person's physical or mental health or condition.
  - (b) Racial or ethnic origin

In relation to above, this sharing will be in exceptional circumstances only and assessed on a case-by-case basis.

- 1.3 The following types of Criminal Offence Data will be shared between the Parties during the Term of this Memorandum of Understanding:
- (a) Dates, times, locations and type of behaviour relating to criminal activity, antisocial behaviour and statutory nuisance, alongside personal data relating to any individual believed to be a student of the University who may be involved in criminal activity;

## 2. Legal basis for processing the Shared Personal Data

- 2.1 The University agrees that it is processing Shared Personal Data on the basis Statutory Nuisance under Article 6 of UK GDPR – public task. The University agrees that it is processing Special Category Data identified at Paragraph 1.2 on the basis of Article 9(2)(g) UK GDPR - reasons of substantial public interest (with a basis in law), and Criminal Offence Data identified at Paragraph 1.3 in accordance with Article 10 UK GDPR, with such processing authorised by domestic law. The University is relying upon the condition of processing under the Data Protection Act 2018, Schedule 1, Part 2, Paragraph 10 - Preventing or detecting unlawful acts.
- 2.2 The Council agrees that it is processing Shared Personal Data on the basis Statutory Nuisance under Article 6 of UK GDPR – public task. The Council agrees that it is processing Special Category Data identified at Paragraph 1.2 on the basis of Article 9(2)(g) UK GDPR - reasons of substantial public interest (with a basis in law), and Criminal Offence Data identified at Paragraph 1.3 in accordance

with Article 10 UK GDPR, with such processing authorised by domestic law. The Council is relying upon the condition of processing under the Data Protection Act 2018, Schedule 1, Part 2, Paragraph 10 - Preventing or detecting unlawful acts.

### 3. **Single Point of Contact (SPoC)**

3.1 The University Single Point of Contact will be Clodagh Scott [C.Scott@ulster.ac.uk](mailto:C.Scott@ulster.ac.uk) 02870156024.

3.2 The Third Party Single Point of Contact will be Ciaran Doran, [Ciaran.doran@causewaycoastandglens.gov.uk](mailto:Ciaran.doran@causewaycoastandglens.gov.uk), 02877760302.

### 4. **Deletion Procedure**

4.1 When deleting Shared Personal Data and/or Confidential Information, each party shall adhere to best practice and all recommendations of the Commissioner or relevant Supervisory Authority in this Eoin to amend regard.

#### **Physical Destruction and Deletion of Hard Copy Documents**

4.2 The parties shall ensure that all hard copy documents which comprise Shared Personal Data and/or Confidential Information are destroyed permanently and securely, with such destruction involving shredding the subject hard copy documents and disposing of the shredded documents securely.

4.3 The parties may use a reputable third-party shredding service to dispose of hard copy documents that comprise Shared Personal Data and/or Confidential Information, subject to:

(a) the parties having in place appropriate contractual arrangements with the third-party service provider to satisfy the requirements of Article 28(3) of UK GDPR; and

(b) the third-party service provider being subject to confidentiality obligations no less onerous those within this Memorandum.

4.4 The parties must obtain and produce upon request a certificate of destruction in relation to those hard copy documents destroyed pursuant to paragraph 4.2 or paragraph 4.3.

#### **Physical Destruction and Deletion of Hardware**

4.5 The parties shall delete all hard drives on which copies of the Shared Person Data and/or Confidential Information are stored, which are to be erased to HMG InfoSec Enhanced Standard 5.

4.6 The parties shall obtain and produce upon request a data erase certificate in respect of each individual hard drive erased pursuant to paragraph 4.5 above.

4.7 If disposing of any electrical equipment that comprises the Shared Personal Data and/or Confidential Information, the parties shall ensure that the Shared Personal Data and/or Confidential Information is erased in accordance with paragraph 4.5 above and then proceed to dispose of the electrical equipment in accordance with WEEE (Waste Electrical and Electronic Equipment).

#### **Deletion of Digital Records**

4.8 The parties shall delete all digital copies of the Shared Personal Data and/or Confidential Information, which shall include copies held in email folders, file shares, SharePoint, system backups, the system recycle bin and from any cloud storage infrastructure.

4.9 The parties shall take care and diligently and systematically delete all possibly digital records of the Shared Personal Data and/or Confidential Information are fully expunged from its electronic systems.

4.10 The parties shall obtain and produce upon request a copy of the data deletion log to evidence the deletion of materials from cloud storage.

## **Part 2 Reasons, aims and benefits**

**1. The parties consider this data sharing initiative necessary for the following reasons:**

1.1 Managing issues of statutory nuisance within the community.

**2. The aim of the data sharing initiative is as follows:**

2.1 Both Causeway Coast and Glens Borough Council and the University work to exercise a public function and the prevention of anti-social behaviour and statutory nuisance which is supported by the sharing of information.

**3. The benefit to be derived from the data sharing initiative is as follows:**

3.1 Public interest allowing students and local residents the right to the quiet enjoyment of their accommodation and the effective and prompt management of issues of anti-social behaviour and statutory nuisance involving Ulster Students..

**4. Security measures for transfer of Shared Personal Data**

4.1 The University shall only provide the Shared Personal Data to the Third Party by using the following secure method Office 365.

4.2 The parties shall only provide the Shared Personal Data to the other party by using the following secure method: Office 365.

## **Part 3 The Agreed Purpose**

**1. The parties agree to only process Shared Personal Data for the following purposes:**

1.1 Dealing with issues of anti-social behaviour and statutory nuisance involving Ulster Students.

2. For the purposes of this Memorandum of Understanding the **Term** shall be the duration of this data sharing initiative, that being as follows:

This Data Sharing Initiative and Memorandum of Understanding will cover the term of two years, unless substantive legislative changes or a change of processing require amendment sooner.

IN WITNESS WHEREOF this Memorandum of Understanding is executed by the parties as follows:-

SUBSCRIBED for and on behalf of

ULSTER UNIVERSITY

By its authorised signatory

.....  
Authorised Signatory

.....  
Print Name

SUBSCRIBED for and on behalf of

**[INSERT DETAILS OF THE THIRD PARTY]**

By its director/authorised signatory

.....  
Director/Authorised Signatory

.....  
Print Name