



LONDON GRADUATE SCHOOL

INFORMATION DISCLOSURE POLICY

Information Disclosure

Third Party Disclosure

1. The London Graduate School will maintain the rights to confidentiality of our students and will not release information regarding our students even where the third party is a parent or relative, and/or has paid or contributed to fees. The London Graduate School will not confirm whether individuals are registered students of the School.
2. Third parties listed as next of kin or emergency contacts have no right to access to information about students. They will be contacted by the London Graduate School only in cases of emergency or continual non-attendance
3. Where an enquiry is received, it shall be noted by London Graduate School staff (without giving confirmation that the individual in question is a student of the School). Enquiries from third parties will be taken in writing.
4. The student shall then be contacted and given details of the enquiry, to include the name of the individual, the means of contact, the information requested and the purpose of the request. They may give written consent to respond to the enquiry, in which case their information disclosure consent will be filed with a record of the enquiry. The London Graduate School will not record that consent is given to respond to a particular third party in our central records. On the basis that relationships between individuals change, each subsequent request will require new written consent prior to disclosure.

Government / Regulatory Statutory Exemptions

5. Students must be aware that when information is shared with the London Graduate School regarding certain matters (with particular reference to immigration) there is a **LIMIT TO THE EXTENT TO WHICH INFORMATION PROVIDED TO THE LONDON GRADUATE SCHOOL BY STUDENTS IS CONFIDENTIAL**.
6. The general policy of the London Graduate School is not to release information to third parties, unless given specific instruction or permission by the student to do so. This does not include responsibilities as a sponsor and employer, or to otherwise assist the UK Government (in its various departments) and the numerous requests for information bearing reference to specific exemptions from the General Data Protection Regulation which may be sent to the London Graduate School by the UK Government. These commonly include (but are not limited to) National Security; Crime and Taxation; Health, Education and Social Work; Regulatory Activity; and Disclosures required by law or made in connection with legal proceedings, etc.
7. Information collected regarding applicants who are not offered a place or enrolled at London Graduate School will be retained and will be subject to the same terms of disclosure.
8. We will always provide information to the UK Government where requested - this includes (but is not limited to):

Home Office/UK Visa and Immigration (UKVI) Where Applicable

9. At such time as it acts as a sponsor of international students the London Graduate School is obliged to inform the UKVI of any reasonably suspected or proven breaches of the conditions of the visas of our students. This ranges from illegal working to non-attendance (and standard Reporting duties, as listed in the UK Visa and Immigration Sponsor Guidance).¹

¹<http://www.ukvi.homeoffice.gov.uk/sitecontent/documents/employersandsponsors/pbsguidance/>

10. Please note that the London Graduate School is required to actively provide the UKVI with information about reasonably suspected breaches of visa conditions by our sponsored students without waiting for a request for information from the UKVI.
11. We reserve the right to pass information to the UKVI about non-sponsored students (without requiring a request for information from the UKVI) depending on the nature and seriousness of the information we have.
12. In addition to this, the London Graduate School will always reply to requests for information from the UKVI where they require further information regarding any persons known to the London Graduate School (not limited to students) which may help in the prevention or detection of crime and the apprehension of offenders, including matters not directly related to the School . In such cases correspondence from the UKVI will contain reference to the specific provisions / sections of the General Data Protection Regulation by which information is being requested and is exempt from non-disclosure, where required. The individuals concerned will not be informed that information has been given about them.

The Police

13. The London Graduate School will always respond to legitimate information disclosure requests by the Police, where specified exemption from non-disclosure under the General Data Protection Regulation is confirmed to us.

The Courts

14. Where information disclosure is requested by the Courts stating provision / section of the General Data Protection Regulation by which the information is required and exempt from non-disclosure, in-line with UK Law, the London Graduate School will not hesitate to provide it.

Council Tax Enquiries

15. The London Graduate School will always assist local councils in their enquiries regarding Council Tax. Students who are registered and meeting the Terms and Conditions of the London Graduate School will be offered documentation to confirm that they meet the requirements for Council Tax exemption, where appropriate. In cases where students are not meeting the Terms and Conditions of the School , the management of the London Graduate School shall reserve the right not to issue documents for Council Tax Exemption to the student and release the same information to the Council should they enquire about the student's eligibility for Council Tax exemption to the London Graduate School directly.

Terrorism

16. The London Graduate School will immediately inform the Police, the UKVI and any other appropriate organisation of the UK Government with any information that reasonably suggests involvement by persons known to the London Graduate School in terrorist activity.

Verification of Application

17. The London Graduate School requires all applicants to accept the condition that all information, registration details, documentation and results provided to the London Graduate School in the application form can be verified.

False Information / Documentation

18. The London Graduate School does not consider that the General Data Protection regulation should protect those who provide false information for their own benefit and will respond to

external requests for verification of students' records (limited to results / overall course outcome) or documentation which is false when sent to the London Graduate School for verification.

19. Personal information will not be given out to third parties, but the London Graduate School will confirm that documents and/or information are false.
20. (This is **in addition** to instances where information relating to false information / documents may also fall under exemption from non-disclosure to the UK Government, Police, and Regulatory Bodies for the prevention / detection of crime, etc.)

Intellectual Property

21. Any use of London Graduate School facilities must abide by the relevant legislation relating to Intellectual Property. The use of facilities (including, but not limited to, library resources, IT facilities, course reference materials) in contravention of Intellectual Property laws
22. The London Graduate School is licensed under the terms of the Copyright Licensing Agency. ²

Students

23. The London Graduate School does not make a claim to the Intellectual Property rights of students arising as a result of their work during their course of study, except where they may be considered as an employee.

Employees

24. Except in reference to inventions made by employees in fields either directly or indirectly unrelated to the activity of London Graduate School past or present, any and all improvements and inventions made during employment with the LGS shall be the property of London Graduate School . As a condition of employment, employees agree to sign all documents required to transfer title of such inventions to the London Graduate School without receiving compensation or payment.
25. This condition does not prejudice any rights held under the Patents Act 1977 (*amended 2017*).
26. The immediate surrender of any intellectual property belonging to the London Graduate School may be demanded by the London Graduate School on termination of employment.

Retention of student work

27. The London Graduate School will only retain copies of Dissertations for future reference University partners operate separate rules (which must be acknowledged by each candidate in a Declaration to be submitted with the completed Dissertation). Each University Partner has specific rules regarding the retention and publication of Student Dissertations.

London Graduate School Documentation

28. Over their course of study most students will require documentation from the London Graduate School to confirm their status as students for a range of purposes, including (but not limited to) Visa applications, Council Tax Exemption, National Insurance Number

²<http://www.cla.co.uk/>

requests, bank registration, etc. Issuance of such letters is at the discretion of London Graduate School management and will only be offered to students on the condition that they are meeting the Terms and Conditions of the London Graduate School (with particular reference to attendance, fees, disciplinary matters, etc.)

29. All letters are issued at the discretion of the London Graduate School and are issued solely for their stated purpose and for the attention of named addressees, where appropriate.
30. The London Graduate School reserves the right to recall documentation issued, where it is subsequently made invalid.
31. The London Graduate School reserves the right to take action where we have reasonable suspicions that London Graduate School documents are being misused, or where information contained on the documents has since become invalid and the student has not returned documentation to the London Graduate School for amendment. Full details are set out in the Student Welfare and Conduct Policy (under disciplinary matters).

Record Keeping

Documentation and Audit

32. The London Graduate School has a policy of record keeping for our students in line with the UK Visa and Immigration requirements for a student visa Sponsor, which can be found on the UK Visa and Immigration website. In particular:
 - a) Passport (including all relevant pages)
 - b) Visa / Biometric Residence Permit
 - c) Regularly updated contact details
 - d) Copies of all any relevant documentation used to assess the student's application prior to receiving an offer from the School.
33. Once a student has enrolled with the School, every piece of documentation in their file should be a photocopy with a verification stamp and signature to attest that it has been checked against the original by staff.
34. The London Graduate School does not keep original documents in student files (except where the documentation has been created specifically and is addressed to the School).
35. The London Graduate School also completes an annual audit of Passport copies to ensure that documentation provided by students is up to date. Students must be prepared to provide their Passport to the School at least once per year for a new verified copy to be taken (to ensure that visa documentation has not been curtailed and so that immigration stamps can be copied, for example). Failure to make passport and visa documentation available for auditing purposes and failure to maintain current contact details both put the London Graduate School in direct breach of our responsibilities as a sponsor and, as such are considered to be disciplinary offences.

Archiving

36. The London Graduate School will keep records for the following amount of time:

Rejected / Incomplete Applications:

Documentation:	six years
Summarised Information:	six years

Student Files:

Documentation:	six years after completion of programme
Assessment (hard copies):	six years after completion of programme
Financial Records:	Seven years
Basic Information *:	six years after completion of programme

** includes name, last known address, summary of tuition fees, staff comments* Staff Files

Policy Statement

37. The London Graduate School holds personnel records for employees and complies with all requirements of the General Data Protection Regulation. All information in personnel files will be treated in the strictest confidence.

Data Processing

38. Personal data will be processed fairly and lawfully and will be obtained and processed solely for the administrative purposes of the School. It will not be passed to other parties unless the employee expressly requests that we do so. The type of personal data collected will be adequate, relevant and limited only to that which is necessary for the School's personnel administration.
39. Every effort will be made to keep personal data accurate and up to date and it is each employee's responsibility to ensure that they inform the Registrar of any change of address, next of kin or any changes such as bank account in order that the personnel file and pay details may be kept up to date.
40. Personal data will not be kept longer than is necessary. If at any point during employment the London Graduate School needs to ask an employee's Doctor/Consultant for a medical report, consent will be obtained under the Access to Medical Reports Act 1988.³ Personal data will be processed in accordance with rights under the General Data Protection Regulation and will not be transferred to a Country or Territory outside the European Economic Area.

Right of Access to Personnel Files

41. Each employee has a right to access their personnel file upon reasonable notice to the School. There may be an administration charge for this service or a charge for providing copies.

Company Information

42. Company information for London Graduate School is freely available.

Receipt of Correspondence

43. The London Graduate School does not encourage students to arrange for correspondence / post to be delivered to the London Graduate School and does not accept responsibility for loss or failure of delivery.
44. At the time of writing the UK Visa and Immigration has a policy of sometimes sending documentation to students' care of their institutions. In our capacity as sponsor of the

³<http://www.legislation.gov.uk/ukpga/1988/28/contents>

student, the London Graduate School would reserve the right to open this correspondence for the purposes of identifying the addressee and/or forwarding the letter as a soft copy where the matter may be urgent or the postal address is not valid. Such cases must be approved by senior management and the confidentiality of student shall be strictly observed.