Executive Summary
A number of complaints were submitted to KCLSU regarding alleged harassment of women students by candidates during the annual officer election week. Due to the complaints being submitted outside the election complaint timeframe, these are required to be dealt with under the KCLSU Complaints Procedure. An initial review of the complaints has been undertaken and recommendations have been made to investigate some of the complaints and respond to others. The purpose of this work to be undertaken will be to review the recommendations made, investigate the complaints where appropriate and make recommendations as to the response given to other complainants.
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KCLSU Background

The King’s College London Students’ Union is a registered charity and a member led organisation. It is the associated Students’ Union for King’s College London and with its 145-year history it is the oldest Students’ Union in the UK. One of our early Presidents, Ivison Macadam, went on to become the founding President of the National Union of Students in 1922 and more recent Presidents have overseen an increase in student participation across many areas of is offerings. The Students’ Union has a presence in three campuses and has recently been granted funding to develop further our presence at the fourth King’s campus in Denmark Hill.

Purpose/Objectives

The purpose of this investigation, is to conduct a Stage 2 Investigation in line with KCLSU Complaints Procedure and KCLSU’s Member Disciplinary Procedure, for the complaints that have been recommended for investigation as well as closing off all of the complaints that have been identified, and recommending actions and a response to those complaints deemed not necessary to investigate.

Deliverables

1. Investigation of complaints deemed necessary to investigate, including communication with students regarding all outcomes and actions taken.
2. Recommendations for action by KCLSU with regards to complaints deemed not necessary to investigate
3. Interactions with key stakeholders in relation to the complaints.
4. Communication with complainants about deviation from the procedure from a KCLSU Manager to an External Investigator.
5. Communication with complainants about a timeline of when this work will be completed.

Background

The nature of the complaints refer to alleged harassment of women students by candidates during the election. The complaints were submitted outside the timeframe to be investigated through the Elections Complaints procedure, and therefore will be required to be investigated through the KCLSU Complaints Procedure. Work has already been undertaken as an initial findings exercise to determine which complaints need to be investigated and which require a different course of action. This work can be found in Appendix 1.
Stakeholders

The stakeholders that will need to be contacted for this complaint are listed in the below table

<table>
<thead>
<tr>
<th>Stakeholder</th>
<th>Description of relationship</th>
<th>When will be in contacted</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td>The president will need to be informed of the outcome and empowered to make a decision based on the findings.</td>
<td>Prior to the investigation and post investigation.</td>
</tr>
<tr>
<td>Director of Digital and Communication</td>
<td>For GDPR purposes.</td>
<td>Prior to the investigation.</td>
</tr>
<tr>
<td>Adviser to Complaints Procedure</td>
<td>To be provided the content of the complaints and the full set of procedures.</td>
<td>Prior to the investigation and during.</td>
</tr>
<tr>
<td>Any party deemed important</td>
<td>To establish the facts of the case and to seek clarity of any findings.</td>
<td>During the investigation</td>
</tr>
<tr>
<td>Complainants</td>
<td>To contextualize the complaints and provide evidence and/or witness statements</td>
<td>During the investigation</td>
</tr>
<tr>
<td>CEO</td>
<td>If matters identified could potentially lead to other lines of enquiry.</td>
<td>Post investigation</td>
</tr>
</tbody>
</table>

Key steps to be taken (indicative timeline)

We anticipate the work will take a max of 4-5 days of work.

<table>
<thead>
<tr>
<th>Day</th>
<th>Recommended Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Review of evidence, complaints and procedures</td>
</tr>
<tr>
<td>2</td>
<td>Investigation planning and planning interviews</td>
</tr>
<tr>
<td>3</td>
<td>Interviews with students</td>
</tr>
<tr>
<td>4</td>
<td>Extra day of interviews if required</td>
</tr>
<tr>
<td>5</td>
<td>Investigation outcomes presented and communication with students</td>
</tr>
</tbody>
</table>

This is only an indicative timeline and the work required is to be set out and planned by the external investigator.
Budget
There is a maximum budget of £1575 (plus vat) for this project, which is calculated at £315 per day of work. A day is calculated at 7 hours. This budget must include all work outlined by this brief, including achieving the deliverables, as well as any costs associated with that work.

Contact
If you require any further information on the tender process or the requirements of the chosen partner, please contact:

Lee Bird
Governance Coordinator
Lee.Bird@kclsu.org
This Agreement is made on the 09 of April 2019

BETWEEN

The King's College London Students' Union ("the Union") whose registered address is:
Macadam Building, Surrey Street, London, WC2R 2NS.

And

[Supplier name] ("the Supplier") whose registered address is: [Supplier Address]

WHEREAS

a. The Union wishes to engage the Supplier to process Personal Data on its behalf, and
b. Each time the Supplier processes personal data on behalf of the Union the data will be processed on the terms and conditions laid out in this Agreement.

IT IS HEREBY AGREED THAT

Interpretation

The following terms:

“Data”, “Data Controller”, “Personal Data”, “Data Processor” and “Processing” have the meanings given in Section 1(1) of the Data Protection Act 1998.

“Data Controller” means The Union.

“Duration” means the period of 09 April 2019 to the 09 April 2020 during which the data will be processed.

“Personal Data” means any personal data that the supplier might be sent by the Union.

“Processing Activity” means processing the personal data for the purposes of investigating the complaint.

“Confidential information” means The Union and the Data Controller’s secrets and confidential information and extends to all knowledge or information relating to both, their organisation, finances, processes and membership information held by The Union.

Data Processing

1. The terms of this Agreement shall apply for the Duration of the Processing Activity whenever The Supplier processes data on behalf of The Union.
2. The Union, as the data controller, is liable for compliance with the GDPR and must only appoint processors who can provide ‘sufficient guarantees’ that the requirements of the GDPR will be met and the rights of data subjects protected.
3. The Supplier, as a data processor, will:
   3.1. Act only on the written instructions from The Union (unless required by law to act without such instructions);
   3.2. Ensure that people processing the data are subject to a duty of confidence;
   3.3. Take appropriate measures to ensure the security of processing;
   3.4. Only engage a sub-processor with the prior consent of the data controller and a written contract;
   3.5. Assist the the Union in providing subject access and allowing data subjects to exercise their rights under the GDPR;
3.6. Assist the Union in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;

3.7. Delete or return all personal data to the controller as requested at the end of the contract;

3.8. Provide the controller with whatever information it needs to ensure that they are both meeting their Article 28 obligations, and tell the controller immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state; and

3.9. Ensure appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

Confidentiality

4. The Supplier shall both during this Agreement and after its termination (without limit in time) keep confidential and not (except as authorised or required by the purposes of this Agreement) use or disclose or attempt to use or disclose any confidential information supplied by The Union or its members.

5. Confidential information will only be made available by the parties to those of their staff and agents who have a reasonable need to know of it. The documents or other materials and data or other information or copies thereof will not be made available to any third parties except for professional advisers in confidence or if required by law,

6. The Supplier shall not under any circumstances subcontract the processing of the Union’s data without prior written permission from The Union to do so.

7. Either party is entitled to demand the return of any documents or other material or data or other information supplied to the other party under this Agreement within one month of giving the other party written notice.

8. On the cessation or earlier termination of this Agreement, each party shall return to the other all documents or other material containing confidential information and destroy any surplus copies.

9. Paragraph 7 of this Agreement shall not apply to documents, other materials, data or other information which are already in the public domain at the time when they were provided by either party or if at any time the information becomes public knowledge through no fault of the other party.

10. Both parties undertake that any information which is received from the other party under this Agreement will only be used for the purposes of this Agreement.

Requests for information

11. The Supplier must inform The Union immediately (within 2 working days) of any requests it receives for copies of The Union data, and only respond to any such request as directed by The Union or the Data Controller. The Supplier shall also co-operate fully with any reasonable requests made by The Union or Data Controller in relation to any such requests.

Inspection

12. The Data Controller may, on reasonable notice and during business hours inspect The Supplier’s data processing facilities, data files and relevant documentation.

Indemnity

13. Nothing within this agreement relieves the supplier of its own direct responsibilities and liabilities under the GDPR.

14. The Supplier shall indemnify the Data Controller, against any loss or damage it sustains or incurs as a result of any loss, theft or un-repairable damage to The Union’s data or any other failure by The Supplier to comply with its obligations under this Agreement, including any regulatory fine imposed on the Data Controller because of The Supplier’s action or omission.

Governing Law

15. This Agreement is subject to English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.
Signed …………………………………
Name
For and on behalf of The Union

Signed …………………………………
Name………………………………..
For and on behalf of The Supplier