



STUDENT VOTER REGISTRATION SERVICE DATA SHARING TERMS AND CONDITIONS

BACKGROUND

- (A) Under the Higher Education and Research Act 2017, Higher Education (HE) providers are required to take such steps as the Office for Students considers appropriate for facilitating cooperation between the HE provider and one or more electoral registration officers in England for the purpose of enabling the electoral registration of students who are on higher education courses provided by the HE provider.
- (B) Following consultation with certain HE providers in England, Jisc Services Limited ("JSL") has developed the Student Voter Registration Service to facilitate electoral registration of students.
- (C) As part of this online service, JSL will obtain personal data relating to students from students and their HE providers and pass it to the Relevant Electoral Registration Office for the purpose of registering students on the electoral roll.
- (D) The ERO will be a Relevant Electoral Registration Office in respect of some of the students that will be using the online service to register to vote.
- (E) JSL and the ERO therefore wish to enter into an agreement based on these terms and conditions and the Schedule ("**these Terms**") governing their processing of Personal Data relating to students in connection with the Student Voter Registration Service.

AGREEMENT

In consideration of the mutual benefits and obligations of the Parties under and arising from these Terms, the Parties agree as follows:

1. Definitions

1.1. In these Terms, except to the extent expressly provided otherwise:

- Account** means the ERO's password-protected secure online account operated and administered by JSL as part of the SVR Service to which the Student Personal Data for the Relevant Electoral Registry will be uploaded by JSL and made available for download by the ERO;
- Account Registration Process** means the online process by which the ERO can set up an Account;
- Business Day** means any weekday other than a bank or public holiday in England;
- Business Hours** means the hours of 09:00 to 17:00 GMT/BST on a Business Day;
- Data Protection Laws** means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Student Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

Effective Date	means the date of acceptance of these Terms under the Account Registration Process;
ERO	means the Electoral Registration Officer accepting these Terms through the Account Registration Process
Minimum Term	means the period of 12 months beginning on the Effective Date;
Permitted Purpose	registering Students to vote in accordance with any consent and preferences submitted by Students via the SVR Service;
Personal Data	has the meaning given to it in the Data Protection Laws applicable in the United Kingdom from time to time;
Relevant Electoral Registry	means, in relation to a Student using the SVR Service, the Electoral Registration Office at which that Student is eligible to register to vote;
Renewal Term	means any period of 12 months commencing on any anniversary of the Effective Date;
Student	means any student that uses the Student Voter Registration Service to register to vote;
Student Voter Registration Service or SVR Service	means the online electoral registration service developed by JSL to facilitate electoral registration by students, which will be made available by JSL to HE providers that are SVR Service Customers for use by their students as a service via the internet;
SVR Service Customer	means an HE provider to whom JSL provides the SVR Service pursuant to a service agreement between the HE provider and JSL;
Schedule	means the schedule attached to the main body of these Terms;
Student Personal Data	means any Personal Data relating to Students collected via the Student Voter Registration Service.

1.2. Terms relating to Personal Data such as controller, data subject, process, processing, processor and supervisory authority shall have the meaning given to them in the Data Protection Laws applicable in the United Kingdom from time to time.

2. Term

2.1. These Terms shall come into force upon the Effective Date and continue in force for the Minimum Term and thereafter shall automatically extend for successive Renewal Terms, subject to termination in accordance with Clause 8 or any other provision of these Terms.

3. Processing of Student Personal Data

3.1. The Parties acknowledge and agree that:

- 3.1.1. the data subjects to whom the Student Personal Data relate are Students;
- 3.1.2. the Student Personal Data will include the types of information set out in the Schedule;
- 3.1.3. JSL may make available through the Account Student Personal Data to the ERO from time to time in connection with the provision of the SVR Service by JSL to SVR Service Customers;
- 3.1.4. JSL acts as a processor on behalf of SVR Service Customers, and will make available through

- the Account Student Personal Data to the ERO on the instructions of SVR Service Customers;
- 3.1.5. in making available Student Personal Data to the ERO, JSL essentially functions as a conduit for Student Personal Data from SVR Service Customers to the ERO;
- 3.1.6. SVR Service Customers are controllers of Student Personal Data relating to their Students;
- 3.1.7. the ERO is a controller of Student Personal Data that it receives from JSL;
- 3.1.8. SVR Service Customers and the ERO are separate Controllers in relation to the Student Personal Data, with each independently determining its own purposes and legal bases for processing Student Personal Data;
- 3.1.9. JSL is not a processor on behalf of the ERO;
- 3.1.10. SVR Service Customers are responsible as controllers under the Data Protection Laws for determining and complying with a legal basis for the initial collection of Student Personal Data via the SVR Service and the subsequent disclosure of Student Personal Data to the ERO; and
- 3.1.11. the ERO is responsible as a controller under the Data Protection Laws for determining and complying with a legal basis for its processing of Student Personal Data that it receives from JSL.

4. Obligations

- 4.1. The ERO shall only process Student Personal Data it receives:
 - 4.1.1. to the extent reasonably necessary to carry out the Permitted Purpose or as may otherwise be required by applicable laws and/or permitted under Data Protection Laws;
 - 4.1.2. in compliance with Data Protection Laws and other applicable laws.
- 4.2. If the ERO receives Student Personal Data relating to a Student for whom the ERO is not the Relevant Electoral Registry, the ERO shall promptly inform JSL of the error by phone or other secure means.
- 4.3. JSL shall use the Account to make available the Student Personal Data to the ERO in connection with the SVR Service. JSL shall periodically notify the ERO when JSL has uploaded new Student Personal Data to the Account. The ERO acknowledges and agrees that the ability for the ERO to download any Student Personal Data from the Account will be limited in time (as notified by JSL to the ERO from time to time) and it is therefore the ERO's responsibility to download such Student Personal Data prior to the expiry of such time limit.
- 4.4. The ERO shall provide JSL with information about its electoral management system ("EMS") through the Account Registration Process. The ERO must give JSL no less than [28] days' notice before any changes to the EMS take effect. If any such changes hinder or prevent the download of Student Personal Data using the Account EMS, the Parties shall each use its best endeavours promptly to agree an alternative method of delivery that complies with the security requirements of the Data Protection Laws.
- 4.5.
- 4.6. Nothing in these Terms shall oblige JSL to provide any Student Personal Data to the ERO.

5. Co-operation

- 5.1. Each Party shall co-operate with the other, to the extent reasonably requested, in relation to:
 - 5.1.1. any request by a Student to exercise any of his/her rights as a data subject under the Data

Protection Laws;

- 5.1.2. any other communication from a Student concerning the processing of Student Personal Data relating to them; and
- 5.1.3. any communication from the UK Information Commissioner's Office or other supervisory authority concerning the processing of Student Personal Data.

6. Acknowledgements and warranty limitations

6.1. The ERO acknowledges that:

- 6.1.1. Students and SVR Service Customers are wholly responsible for the accuracy of Student Personal Data uploaded to the SVR Service;
- 6.1.2. JSL has no obligation to SVR Service Customers, Students or the ERO to check the accuracy of Student Personal Data;
- 6.1.3. the ERO is responsible for checking the accuracy of Student Personal Data it receives for the Permitted Purpose in accordance with its usual procedures and applicable laws; and
- 6.1.4. SVR Service Customers are solely responsible as controllers under the Data Protection Laws for determining and complying with a legal basis for the initial collection of Student Personal Data via the SVR Service and the subsequent disclosure of Student Personal Data to the ERO,

and, accordingly, JSL gives no warranty or representation that the Student Personal Data is accurate or has been collected and/or made available to the ERO in compliance with Data Protection Laws.

6.2. To the maximum extent permitted by applicable law, no warranties or representations concerning the subject matter of these Terms will be implied into these Terms or any related contract.

7. Changes in Data Protection Laws

7.1. If any changes or prospective changes to the Data Protection Laws or the United Kingdom's exit from the European Union or European Economic Area result or will result in one or both Parties not complying with the Data Protection Laws in relation to processing of Student Personal Data carried out in connection with these Terms, then the Parties shall use their best endeavours promptly to agree such variations to these Terms as may be necessary to remedy such non-compliance.

8. Termination

8.1. Either Party may terminate these Terms by giving to the other not less than 6 months' written notice of termination, such notice to expire no earlier than the end of the Minimum Term or any Renewal Term.

8.2. Either Party may terminate these Terms immediately by giving written notice of termination to the other Party if:

- 8.2.1. the other Party commits any material breach of these Terms, and the breach is not remediable; or
- 8.2.2. the other Party commits a material breach of these Terms, and the breach is remediable but the other Party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other Party requiring the breach to be remedied.

8.3. Either Party may terminate these Terms immediately by giving written notice of termination to the other Party if:

- 8.3.1. the other Party is dissolved, ceases to conduct all (or substantially all) of its business, is or becomes unable to pay its debts as they fall due, is or becomes insolvent or is declared

insolvent or convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

- 8.3.2. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other Party; or
- 8.3.3. an order is made for the winding up of the other Party, or the other Party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other Party under these Terms).

9. Effects of termination

- 9.1. Upon the termination of these Terms, all of the provisions of these Terms shall cease to have effect, save that the following provisions of these Terms shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 4.1, 5.1, 6, 9, 10, 11.3 and 11.8.
- 9.2. Except to the extent that these Terms expressly provides otherwise, the termination of these Terms shall not affect the accrued rights of either Party.

10. Notices

- 10.1. Any notice required or authorised to be given under these Terms will be delivered by by post to the relevant address stated below at Clause 10.2 and 10.3 or, if another address is notified as a replacement address, to that other address. Any notice will be deemed to have been served 48 hours after posting if by post. Other than in respect of notice of legal proceedings, notices may also be delivered by email, provided that the sender is able to verify that the email reached the recipient's servers without error. In such cases, service will be upon the email reaching the server.
- 10.2. Notices for JSL are to be sent to the address below:
[details to be inserted]
Email: [details to be inserted]
- 10.3. Notices for the ERO are to be sent to the address specified in the Account Registration Process.
- 10.4. Where notices are to be served by email, the email must contain the following wording in the subject matter field: "Notice served in accordance with the terms of the Data Sharing Agreement between JSL and [insert the ERO's name]".

11. General

- 11.1. Severability: If any provision of these Terms is held by a court or any governmental agency or authority to be invalid, void, or unenforceable, the remainder of these Terms will nevertheless remain legal, valid, and enforceable.
- 11.2. Changes to these Terms: JSL will give the ERO written notice of any revision of these Terms, and the revised Terms will apply to the sharing of Student Personal Data with the ERO with effect 30 days after the date of JSL's notice unless the ERO notifies JSL that it objects to the revision within such period. If the ERO objects within such 30 day period, then unless the Parties agree otherwise, these Terms shall automatically terminate without further liability for either Party.
- 11.3. Third Party Rights: A person who is not a Party to these Terms shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that SVR Service Customers shall have the right to enforce Clause 4.1.
- 11.4. Counterparts: These Terms may be executed in counterparts, each of which will be deemed an

original, but all of which will constitute the same instrument.

- 11.5. No partnership: Nothing in these Terms and no action taken by the Parties pursuant to these Terms will constitute or be deemed to constitute between the Parties a partnership, association, joint venture, or other co-operative entity.
- 11.6. No waiver: Failure by either Party to exercise or enforce any right or benefit conferred by these Terms will not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.
- 11.7. Entire contract: These Terms contains the entire agreement and understanding of the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of these Terms. Each of the Parties acknowledges and agrees that it does not enter into these Terms on the basis of and does not rely, and has not relied upon, and will have no remedy in respect of, any statement or representation or warranty or other provision made, given or agreed to by the other Party to these Terms (whether negligently or innocently made) except those expressly repeated or referred to in these Terms and the only remedy available in respect of any misrepresentation or untrue statement made to it will be a claim for breach of contract under these Terms. Nothing in this Clause will operate to limit or exclude liability for fraud.
- 11.8. Governing law and jurisdiction: These Terms and all matters arising out of it (whether of a contractual or tortious nature) will be governed and construed in accordance with the laws of England and the Parties irrevocably agree to the exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE

Types of Personal Data comprised in Student Personal Data

- Name
- Email address
- Term time address (including post code)
- Unique Property Reference Number
- Date of birth
- National Insurance Number (collected directly from the student)
- Consent to data sharing with Electoral Registry and if applicable consent to be added to open register
- Nationality

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