

Advance HE: Standard Terms and Conditions for the provision of Student Surveys

The following are the terms and conditions on which **Advance HE**, a private company limited by guarantee incorporated under the laws of England and Wales (Company Number 04931031) whose registered office is at Innovation Way, York Science Park, Heslington, York, YO10 5BR ("**Advance HE**") will licence the Student Surveys (as defined below) to you (the "**Participant**"). These Terms and Conditions together with the signed Membership Letter, the summary of responsibilities for both parties attached to the Membership Letter and/or Surveys Letter, any appendices, schedules, annexes and any other documents as the parties may agree from time to time are together the "**Agreement**". This Agreement forms the entire agreement between Advance HE and the Participant relating to the provision of Student Surveys. It replaces and supersedes any previous proposals, correspondence, understanding or other communications whether written or oral (save that Advance HE does not exclude liability for any fraudulent pre-contractual misrepresentations made by it on which the Participant can be shown to have relied upon).

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions shall have the following meanings unless the context otherwise requires:

"Background IPR" means any Intellectual Property Rights (other than Foreground IPR) vested in or licensed to Advance HE or the Participant prior to or independently of the performance by Advance HE or the Participant of their obligations under this

Agreement. For the avoidance of doubt Advance HE's Background IPR shall include any Intellectual Property Rights in the Student Surveys;

"Benchmarking Results" means summaries of Data by Standard Benchmarking Groups or Custom Benchmarking Groups of at least 3 (three) Participating Institutions which may include Data from the Participant. The results of individual Participating Institutions will not be revealed;

"Commencement Date" means 1st October 2021;

"Claim" means any claim or allegation that the possession, use, development, modification or maintenance of the Student Surveys (or any part thereof) infringes the Intellectual Property Rights of a third party;

"Custom Benchmarking Group(s)" means a group of at least 3 (three) Participating Institutions selected by an individual Participating Institution that wishes to receive the Custom Benchmarking Results;

"Custom Benchmarking Results" means the Results derived for the Custom Benchmarking Group(s);

"Data" means all information received from the Respondent(s) by way of response to or in connection with the Survey and any data or information derived from such information (in any medium) by or on behalf of the Participant;

"End Date" means the same end date as the Membership Term;

"Force Majeure" means any event or occurrence which is outside the reasonable control of the party concerned and which is not attributable to any act or failure to take preventative action by that party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding any industrial action occurring within the organisation of the party concerned;

“Foreground IPR” means any Intellectual Property Rights that arise or are obtained or developed by the Participant, the Participating Institutions, or by any person on behalf of either party, in items or materials created specifically for the purpose of this Agreement, including without limitation: the Data, Results, documents, research instruments, reports, journals, ideas, designs and presentation materials or other Intellectual Property Rights otherwise developed throughout the period of this Agreement whether registered or unregistered, present or future and/or all information generated by a party or third party engaged in carrying out the Student Surveys;

“Infringement” means any actual or suspected infringement of Intellectual Property Rights anywhere in the world;

“Intellectual Property Rights” means any trade marks, service marks, trade names, design rights, moral rights, copyright (including rights in software), patents and patent applications, and any rights or property similar to any of the foregoing in any part of the world whether registered or not registered together with the right to apply for the registration of any rights, and all rights or forms of protection having equivalent or similar effect, in any part of the world;

“Membership Letter” means the letter signed by the Participant confirming its entire Membership package and its acceptance of these terms and conditions to become part of its Membership if the Participant has chosen to opt-in to the Student Surveys;

“Membership Term” means the term that has been specified in the Membership Letter;

“Participating Institution(s)” means the institutions participating in Student Surveys;

“PTES” means the Post-Graduate Taught Experience Survey;

“PRES” means the Post-Graduate Research Experience Survey;

“Respondent(s)” means the students’ participating in the Student Surveys on behalf of the Participant;

“Results” means summaries, reviews and other analyses of the Data and any publications incorporating any of the Data to aid interpretation and preserve anonymity, such as the percentage of Respondents in a particular subject agreeing to a particular statement;

“Staff” means all persons engaged by the Participant (or by any sub-contractor of the Participant) in the provision of the Student Surveys;

“Standard Benchmarking Group(s)” means a pre-defined grouping of at least 3 (three) Participating Institutions commonly used in the HE sector e.g. the ‘Russell Group’ or ‘Post-92 institutions’;

“Standard Benchmarking Results” means the Results derived for the Standard Benchmarking Group(s);

“Student Survey” means PRES, PTES provided by Advance HE to the Participant and Student Surveys shall be construed accordingly;

“Term” has the meaning given to it under clause 2.2;

“Trustees” means the Trustees of Indiana University of IU Bloomington, Franklin Hall 200, 601 E. Kirkwood Ave. Bloomington, IN 47405, Telephone: (812) 855-3762, FAX: (812) 855-5959;

“Trustees’ Intellectual Property Rights” means the Intellectual Property Rights subsisting in the content of National Survey of Student Engagement;

and

“Surveys Letter” means the letter sent to the Participant regarding the summary of responsibilities of the parties regarding the Student Surveys and confirming the specific Student Surveys to be run by the Participant.

1.2 In this Agreement:

1.2.1 any reference to any statute, decree, law, statutory instrument, or other

regulation having the force of law shall be deemed to include any lawful modifications thereto or re-enactment thereof made after the date of signature of this Agreement;

- 1.2.2 any phrase in this Agreement introduced by the term “include”, “including”, “in particular”, “for example” or any similar expression will be construed as illustrating and will not limit the sense of the words preceding that term;
- 1.2.3 any reference to a party or the parties shall mean (as the case may be) the Parties or Party to the Agreement and, unless the context otherwise requires, include any permitted sub-contractors, assignees of the Party or Parties (as appropriate); and
- 1.2.4 in the event of any conflict or inconsistency between the clauses and schedule of this Agreement the clauses shall prevail over the schedules.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement shall come into force upon the Commencement Date but will be effective from the date of signature by the Participant of the Membership Letter.
- 2.2 This Agreement shall continue until the earlier of (a) the “End Date”; or (b) the date this Agreement is terminated in accordance with its terms (the “Term”).

3. PAYMENT

- 3.1 The Participant acknowledges that they have specifically selected the option to participate in the Advance HE Student Surveys as part of their Advance HE membership package, at the agreed additional cost under a separate agreement which shall amount to consideration of Advance HE providing the Student Surveys to the Participant and the Participant carrying out the Student Surveys.

4. INFRINGEMENT

- 4.1 If any third party makes a Claim, or notifies an intention to make a Claim against the Participant, the Participant shall:
 - 4.1.1 as soon as reasonably practicable, give written notice of the Claim to Advance HE, specifying the nature of the Claim in reasonable detail;
 - 4.1.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Advance HE (such consent not to be unreasonably conditioned, withheld or delayed); and
 - 4.1.3 give Advance HE, the Trustees and / or their professional advisers access at reasonable times (on reasonable prior notice) to any relevant documents and records within the power or control of the Participant, so as to enable Advance HE, the Trustees and / or their professional advisers to examine them and to take copies (at the Trustees’ or Advance HE’s reasonable expense (as appropriate)) for the purpose of assessing the Claim.
- 4.2 The Participant undertakes that it will promptly disclose to Advance HE any facts or circumstances which come to its attention indicating or suggesting any Infringement or material risk of Infringement of any Intellectual Property Rights of any person not party to this Agreement through the expected mode of use or exploitation of its own Data or Background IPR. For the avoidance of doubt, this undertaking shall not be deemed to impose or imply any specific obligation to undertake any searches of, or make any enquiries in relation to, Intellectual Property Rights.
- 4.3 The Participant will co-operate fully with Advance HE in taking all steps required by Advance HE in its sole discretion in connection with any Infringement. Advance HE will be responsible for the reasonable cost

- of any such assistance.
- 4.4 Subject to clause 8.5, the Participant shall indemnify Advance HE against all Claims, liabilities and expenses arising out of any Claim relating to the Participant's use of the Student Surveys other than in accordance with the terms of this Agreement.
- 5. INTELLECTUAL PROPERTY**
- 5.1
- 5.2 Neither Advance HE nor the Participant shall acquire any right, title or interest in the others Background IPR.
- 5.3 The Participant shall not, and shall procure that the Staff shall not (except when necessary for the performance of the Agreement) without prior written consent of Advance HE (to be given at Advance HE's sole discretion) use or disclose any of Advance HE's Background IPR to any third party.
- 5.4 All title to and all rights and interest in the Foreground IPR shall vest in the Participant.
- 5.5 The Participant warrants that it shall, however, only use the Foreground IPR for non-commercial purposes in accordance with its obligations under this Agreement.
- 5.6 The Participant hereby grants to Advance HE (including the right to sub-licence to Advance HE's professional advisors, to such third parties that Advance HE requires to have access to the Data for analytical purposes,), a non-exclusive, irrevocable, perpetual, transferrable, royalty-free licence to use the Participant's Foreground IPR as is required by Advance HE.
- 5.7 The Participant warrants that it shall at its own expenses obtain all necessary licences to run the Student Surveys. For the avoidance of doubt, the Participant must at its own expenses directly obtain a licence from [Jisc Online Surveys](#) for the Term of this Agreement to comply with this warranty.
- 5.8 This clause 5 shall survive termination or expiry of this Agreement.
- 6. PUBLICITY**
- 6.1 Subject to clause 6.2, the Participant shall be entitled to publish material, Data, Results or other documents referring to the Student Surveys provided that any publication shall appropriately acknowledge Advance HE and (if requested) display the Advance HE logo in accordance with Advance HE branding guidelines.
- 6.2 Notwithstanding clause 6.1, the Participant shall be entitled to publish its own Results at any time but shall not publish any Results of other Participating Institutions. The Participant may make reference to the sector and group aggregate results and Standard Benchmarking Results that have been published by Advance HE on the basis that such publication and reference shall not be before Advance HE has published the sector and group aggregate results.
- 6.3 The Participant shall not publish any Custom Benchmarking Results, but may disseminate them internally for the purposes of informing enhancements to provision.
- 6.4 In accordance with the licence granted at clause 5.6 above, Advance HE shall be entitled to publish, disseminate, share, circulate and re-use material, Data, Results or other documents arising from the Student Surveys at Advance HE's own discretion, so long as these are either aggregated or anonymised to ensure that individual survey respondents cannot be identified. For the avoidance of doubt, this includes but is not limited to:
- 6.4.1 use of sector aggregated results, both overall and by

different demographic groups, and anonymised comments and quotes arising from open text field responses, which shall not be attributed to any participant institution, in Advance HE publications such as reports, research papers and conference presentations;

6.4.2 sharing of sector aggregated results, both overall and by different demographic groups, such as on Advance HE's website or with selected third parties;

6.4.3 use of sector aggregated results, both overall and by different demographic groups, for additional analysis or research as required for publications, papers or conferences, or to produce Advance HE member benefit materials; and

6.4.4 sharing of aggregated results by university, pseudonymised so that participant institutions cannot be directly identified, and anonymised comments and quotes arising from open text field responses, which shall not be attributed to any participant institution, with selected relevant organisations in the higher education sector nationally and internationally for approved research purposes.

7. DATA PROTECTION

7.1 The provisions of Schedule 1 shall apply.

7.2 For the purpose of clause 3.5 of Schedule 1, the Participant hereby consents to Advance HE: utilising sub-processors for the purpose of collecting, analysing and producing reports on the Data; and disclosing the aggregated Data to government agencies or public bodies for the purpose of reporting.

8. LIABILITY AND INSURANCE

8.1 This clause 8 sets out the entire financial liability of Advance HE (including any liability for the acts or omissions of its employees, agents,

consultants and subcontractors) to the Participant in respect of:

8.1.1 any breach of this Agreement however arising;

8.1.2 any use made by Advance HE of the Data or Results or any part of them;

8.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

8.3 Nothing in this Agreement excludes the liability of Advance HE:

8.3.1 for death or personal injury resulting from negligence; or

8.3.2 for any damage or liability incurred by the Participant as a result of fraud or fraudulent misrepresentation by Advance HE; or

8.3.3 for any matter which it would be unlawful to exclude or attempt to exclude its liability.

8.4 Subject to clauses 8.2 and 8.3, Advance HE shall not under any circumstances whatsoever be liable for:

8.4.1 loss of profits; or

8.4.2 loss of business; or

8.4.3 depletion of goodwill and/or similar losses or;

8.4.4 loss of anticipated savings; or

8.4.5 loss of goods; or

8.4.6 loss of contract; or

8.4.7 loss of use; or

8.4.8 loss of corruption of data or information; or

8.4.9 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

8.5 Each party's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or

contemplated performance of this Agreement shall in all circumstances be limited to 3 (three) times the total amount paid by the Participant for the Student Surveys.

8.6 The Participant shall maintain insurance (with a reputable UK insurer) which is adequate to meet its liabilities under this Agreement. Nothing in this clause 8.6 serves to limit the Participant's liability under this Agreement.

8.7 This clause 8 shall survive termination or expiry of this Agreement.

9. TERMINATION

9.1 Either party may, without liability, immediately terminate this Agreement for whatever reason by giving 30 (thirty) days' notice in writing to the other party.

9.2 Termination of this Agreement shall not affect either party's accrued rights and obligations at the date of termination.

9.3 The clauses in this Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

10. DISPUTE RESOLUTION

10.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement within 14 (fourteen) days of either party notifying the other of the dispute.

10.2 If there is no resolution of the dispute within the 14 (fourteen) day period referred to in clause 10.1, either party may by notice in writing refer the matter to be resolved by the Head of Business Intelligence and Surveys of Advance HE and the authorised signatory of the Participant, who shall meet (either in person or by a telephone call) within

14 (fourteen) days of the date of the notice to attempt in good faith to negotiate a settlement to the dispute.

10.3 If there is no resolution of the dispute within the 14 (fourteen) day period referred to in clause 10.2, either party may refer the matter for determination by the courts (as set out in clause 22).

10.4 Nothing in this dispute resolution procedure shall prevent the parties from seeking from any court of competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.

10.5 The obligations of the parties under this Agreement shall not cease, or be suspended or delayed by the reference of a dispute to the escalation process in clauses 10.1 and 10.2 or by reference of the dispute to the courts and the Participant shall comply fully with the requirements of this Agreement at all times.

11. FORCE MAJEURE

11.1 Neither party to this Agreement shall be deemed to be in breach of this Agreement, or otherwise liable to the other party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement due to Force Majeure, provided that as soon as reasonably practicable upon a party becoming aware of a Force Majeure it shall notify the other party in writing of the Force Majeure, the measures being taken pursuant to clause 11.2 and the anticipated duration of such Force Majeure.

11.2 If a party's performance of its obligations under this Agreement is affected by Force Majeure, then it shall use all reasonable endeavours to mitigate the severity of the Force Majeure and the date for performance of such obligation shall

be deemed suspended but only for a period equal to the delay caused by such event.

- 11.3 If the Force Majeure in question continues for more than 1 (one) month either party may give notice in writing to the other to terminate this Agreement. The notice to terminate must specify the termination date, which must not be less than 7 (seven) days after the date on which the notice is given, and once such notice has been validly given, this Agreement will terminate on that termination date.
12. **AUDIT:** The Participants shall permit Advance HE or its permitted representatives who have a right to audit, to examine all records and accounts of the Participant which relate to this Agreement, provided that Advance HE gives the Participant reasonable notice, and the Participant shall give reasonable assistance to such auditors including furnishing suitable oral or written explanations and copies of relevant documents if required.
13. **TRANSFER AND ASSIGNMENT:** This Agreement is personal to the Participant. The Participant must not dispose of (or, for the avoidance of doubt, sub-licence) all or any part of its rights or obligations under this Agreement. Advance HE may assign the benefit of this Agreement and may delegate any its duties under this Agreement.
14. **WAIVER**
- 14.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.
- 14.2 The single or partial exercise by either party of any right, power or remedy under this Agreement shall

not in any circumstances preclude any other or further exercise of it, or the exercise of any right, power or remedy.

15. **VARIATION:** No variation of this Agreement shall be valid unless in writing and signed by a duly authorised representative of each of the parties. An exchange of e-mails shall not be capable of constituting an agreement to vary this Agreement.
16. **SEVERENCE:** If any provision of this Agreement is or becomes illegal, void, or unenforceable for any reason, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the parties shall immediately commence good faith negotiation to remedy such invalidity.
17. **NOTICES:** Any notice given under this Agreement must be made in writing addressed if to the Participant, to the Participant's registered office (or such other address or facsimile number as may be notified in writing from time to time) and shall be marked for the attention of the Participant's Representative; or if to Advance HE, to the Surveys Administration, Advance HE, York Science Park, Innovation Way, Heslington, York, YO10 5BR.
18. **THIRD PARTIES:** The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
19. **NO PARTNERSHIP OR AGENCY**
- 19.1 Nothing in this Agreement is

intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

19.2 The Participant recognises that it has no authority to, and agrees that it will not, make or give any contract, representation, warranty, undertaking or other commitment on behalf of the other participants unless that participant provides their consent in writing.

20. DISCRIMINATION

20.1 The Participant shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, ethnic or national origin, colour, gender, religion, disability, sexual orientation, age or otherwise) in

employment.

20.2 The Participant shall take all reasonable steps to secure the observance of clause 20.1 by all Staff, consultants, employees or agents of the Participant and any suppliers and sub-contractors engaged in carrying out the Student Surveys.

21. COUNTERPARTS: This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same document, and any party may execute this Agreement by signing any one or more of such counterparts.

22. LAW AND JURISDICTION: This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by English law and the parties agree that the English courts shall have exclusive jurisdiction to determine any dispute arising out of this Agreement, including in relation to non-contractual obligations.

Protection of Personal Data

- 1 In this Schedule, the following terms have the following meanings:
 - “**Data Protection Legislation**” means the DPA, the GDPR and any other laws relating to the protection of personal data and the privacy of individuals;
 - “**DPA**” means the UK Data Protection Act 2018;
 - “**Duties**” means the administration and analysis of the Student Surveys and further duties relating to Student Surveys carried out on behalf of the Participant, including the duty to publicise and disseminate the survey results and to encourage and facilitate analysis and research into the student experience for the benefit of the higher education sector.
 - “**GDPR**” means the General Data Protection Regulation (EU) 2016/679 (or such replacement thereof following the UK’s exit from the EU);
 - “**Personal Data**” means “personal data” (as defined in the Data Protection Legislation) that are Processed under the Agreement;
 - “**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;
 - “**Processing**” has the same meaning as in the Data Protection Legislation and “Process” and “Processed” shall be construed accordingly; and
 - “**Processor**” means a “processor” for the purposes of the Data Protection Legislation.

- 2 The parties acknowledge that Advance HE is a Processor acting on behalf of the Participant and that, for the purposes of the Agreement:
 - 2.1 the type of Personal Data and categories of data that will be processed by Advance HE include: details of the postcode, demographics (including age and gender, disability, ethnicity), response case number assigned to each Respondent, wellbeing information including scoring and open text field comments, institution name, and the subject/department of Respondents; and
 - 2.2 the nature/purpose of the Processing is to enable Advance HE to carry out its Duties under this Agreement (which form the subject matter of the Processing) and the duration of the Processing shall be for as long as the Participant reasonably requires to fulfil the purposes for which consent to Processing has been given to the Participant by the Respondents in regard to their Personal Data.

Advance HE obligations

- 3 Each party shall comply with their respective obligations under the Data Protection Legislation and Advance HE shall, in particular:
 - 3.1 Process the Personal Data only to the extent, and in such manner, as is necessary for the purpose of carrying out its duties under the Agreement and in accordance with the Participant’s written instructions and these clauses (unless otherwise required by European Union laws or the laws of the European jurisdiction in which Advance HE Processes the Personal Data);
 - 3.2 implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the likelihood and severity of risk in relation to the rights and freedoms of the Respondents;
 - 3.3 not transfer the Personal Data outside of the European Economic Area (or, when the UK exits the EU, the UK) without the prior written consent of the Participant;

- 3.4 ensure that any employees or other persons authorised to process the Personal Data are subject to appropriate obligations of confidentiality;
- 3.5 not engage any third party to carry out its Processing obligations under the Agreement without obtaining the prior written authorisation of the Participant and, where such authorisation is given, procuring by way of a written contract that such third party will, at all times during the engagement, be subject to data Processing obligations equivalent to those set out in these clauses;
- 3.6 notify the Participant, as soon as reasonably practicable, about any request or complaint received from Respondents without responding to that request (unless authorised to do so by the Participant) and assist the Participant by technical and organisational measures, insofar as possible, for the fulfilment of the Participant's obligations in respect of such requests and complaints;
- 3.7 on request by the Participant and taking into account the nature of the Processing and the information available to Advance HE, assist the Participant in ensuring compliance with its obligations under the GDPR with respect to:
 - 3.7.1 implementing appropriate technical and organisational measures in accordance with Article 32 of the GDPR;
 - 3.7.2 where relevant, notifying any Personal Data Breach to the Information Commissioner's Office (or any replacement body) and/or communicating such Personal Data Breach to the Respondent in accordance with Articles 33 and 34 of the GDPR;
 - 3.7.3 where necessary, carrying out and/or reviewing and, if applicable, consulting with the relevant supervisory authority with respect to data protection impact assessments in accordance with Articles 35 and 36 of the GDPR; and
 - 3.7.4 complying with the right to erasure under Articles 17 and 19 of the GDPR.
- 3.8 on request by the Participant, make available all information necessary to demonstrate Advance HE's compliance with these terms and conditions and otherwise permit, and contribute to, audits carried out by the Participant (or its authorised representative); and
- 3.9 once the Personal Data are no longer required for the provision of the Student Surveys, destroy or return to the Participant (as the Participant directs) all Personal Data and delete all existing copies of such Personal Data, unless otherwise required by European Union laws or the laws of the European jurisdiction (or such replacement laws in the event of the UK's exit from the EU) in which Advance HE Processes the Personal Data.

Participant obligations

- 4The Participant acknowledges and accepts that it is obliged under the Data Protection Legislation to provide the following information to Respondents of any Student Survey:
- 4.1 the identity and contact details of the Participant and its data protection officer;
 - 4.2 the purpose of the Processing and the lawful basis for the Processing (in this case, consent);
 - 4.3 any recipient or categories of recipients of the Personal Data (including Advance HE and Jisc, the not-for-profit company and charity registered in England and Wales under company number 05747339 and charity number 1149740);
 - 4.4 details of any transfers to a third country (outside EU) and safeguards that are in place;
 - 4.5 the retention period for any Personal Data or criteria used to determine the retention period;
 - 4.6 the Respondent's rights including the right to erasure under Article 17 of the GDPR;
 - 4.7 the right to withdraw consent to Processing at any time, where relevant;
 - 4.8 the right to lodge a complaint with the Information Commissioner's Office; and
 - 4.9 the existence of any automated decision making, including profiling and information about how decisions are made and the significance and the consequences of such

decisions.

5. The Participant acknowledges and accepts that for the purposes of the Student Surveys Advance HE will receive the Personal Data of Respondents from Jisc (the entity described in clause 4.3).