

HESA IDENTITY SYSTEM ROLES FOR THE HESA DATA PLATFORM

The HESA identity system (IDS) governs access to the HESA Data Platform (HDP). This document details the roles that are available within IDS for Higher Education Providers (HEPs) for the purposes of the HESA Data Futures Beta Pilot.

Role name: HDP Student Lead User

Each HEP participating in the Beta Pilot must have one and only one HDP Student Lead User. The HDP Student Lead User represents the main point of operational contact for the Beta Pilot. The HDP Student Lead User is also responsible for overseeing the HEP's involvement in the Beta Pilot.

The HDP Student Lead User role does not give the role holder access to the HDP, however, the role holder can grant the following roles to themselves or any other user at their organisation:

- HDP Student Admin
- HDP Data Returns Officer
- HDP HEP Issue Resolver
- HDP Data Returns API
- HDP Pilot Participant

The HDP Student Lead User will be able to view, within IDS, the users at their organisation who hold the above roles in order to allow them to manage the users within their organisation.

It is the responsibility of the HDP Student Lead User to ensure that the appropriate users have the above roles, including revoking these roles where it is no longer appropriate for a user to hold one.

Users should be given the minimum access required in order to perform the tasks allocated to them by their provider.

The HDP Student Lead User is appointed by the participating HEP. If the appropriate contact to hold the HDP Student Lead User role is the current HESA Student or AP Student Record Contact, no action is required. If the appropriate contact to hold the HDP Student Lead User role is not the current HESA Student or AP Student Record Contact, an alternative contact can be appointed by the current HESA Student or AP Student Record Contact or the Head of Provider. This should be done by contacting liaison@hesa.ac.uk.

The terms and conditions for the HDP Student Lead User role can be found in Appendix one.

Role name: HDP Student Admin

Each HEP participating in the Beta Pilot may appoint as many HDP Student Admin users as they require. The role can be granted by the HDP Student Lead User in order to undertake role administration on behalf of the HDP Student Lead User.

The HDP Student Admin role does not give the role holder access to the HDP however the role holder can grant the following roles to themselves or any other users at their organisation:

- HDP Data Returns Officer

- HDP HEP Issue Resolver
- HDP Data Returns API
- HDP Pilot Participant

The HDP Student Admin will be able to view, within IDS, the users at their organisation who hold the above roles in order to allow them to manage the users within their organisation.

If delegated by the HDP Student Lead User, it is the responsibility of the HDP Student Admin role holder to ensure that the appropriate users have the above roles, including revoking these roles where it is no longer appropriate for a user to hold one.

Users should be given the minimum access required in order to perform the tasks allocated to them by their provider.

The terms and conditions for the HDP Student Admin role can be found in Appendix two.

Role name: HDP Data Returns Officer

Each HEP participating in the Beta Pilot may appoint as many HDP Data Returns Officer role holders as they require. The role can be granted by the HDP Student Lead User and holders of the HDP Student Admin role.

Holders of the HDP Data Returns Officer role can access the Collection Portal on the HDP and access the following areas/perform the following actions for their organisation:

- View collections
- Upload data to and retrieve data from the HDP
- Create, view and update data issues
- Approve the manual approval steps within the collection lifecycle
- Jump back steps within the collection lifecycle
- View the following reports:
 - Quality rules
 - Credibility reports
 - Data supply
 - Unused records
 - Tolerance overrides

Users holding the HDP Data Returns Officer role do not have the right to grant any roles within IDS or view which users hold which roles at their own or other organisations.

The terms and conditions for the HDP Data Returns Officer role can be found in Appendix two.

Role name: HDP HEP Issue Resolver

Each HEP participating in the Beta Pilot may appoint as many HDP HEP Issue Resolver role holders as they require. The role can be granted by the HDP Student Lead User and holders of the HDP Student Admin role.

Holders of HDP HEP Issue Resolver role can access the Collection Portal on the HDP and access the following areas/perform the following actions for their own organisation:

- View collections
- Retrieve data from the HDP
- Create, view and update data issues
- View the following reports:
 - Quality rules
 - Credibility reports
 - Data supply
 - Unused records
 - Tolerance overrides

Users holding the HDP HEP Issue Resolver role cannot upload data to the HDP.

Users holding the HDP HEP Issue Resolver role do not have the right to grant any roles within IDS or view which users hold which roles at their own or other organisations.

The terms and conditions for the HDP HEP Issue Resolver role can be found in Appendix two.

Role name: HDP Data Returns API

Each HEP participating in the Beta Pilot may appoint as many HDP Data Returns API role holders as they require. The role can be granted by the HDP Student Lead User and holders of the HDP Student Admin role.

Holders of the HDP Data Returns API role can upload data to the HDP via the API. They cannot access the HDP and so cannot retrieve data or view any reports.

Users holding the HDP Data Returns API do not have the right to grant any roles within IDS or view which users hold which roles at their own or other organisations.

The terms and conditions for the HDP Data Returns API role can be found in Appendix two.

Role name: HDP Pilot Participant

Each HEP participating in the Beta Pilot may appoint as many HDP Pilot Participant role holders as they require. The role can be granted by the HDP Student Lead User and holders of the HDP Student Admin role.

Holders of the HDP Pilot Participant role can access the Specification Portal which contains the following information:

- Data model
- Data dictionary
- XSD
- Quality rules
- Various further guidance and supporting documents

The information in the Specification Portal is not specific to a provider so any holder of the HDP Pilot Participant role will be able to view the same information.

Users holding the HDP Pilot Participant role do not have the right to grant any roles within IDS or view which users hold which roles at their own or other organisations.

The terms and conditions for the HDP Pilot Participant can be found in Appendix two.

Role name: HDP Accountable Officer

Each HEP should have one and only one Accountable Officer.

Holders of the HDP Accountable Officer role cannot supply or edit data within the HDP but have read only access to the following areas of the HDP:

- Collections
- Raw data
- The following reports:
 - Quality rules
 - Data issues
 - Credibility reports
 - Data supply
 - Unused records
 - Tolerance overrides

When a collection within the HESA Data Platform reaches the sign-off stage, holders of the HDP Accountable Officer role will be issued the sign-off form.

The HDP Accountable Officer role can be granted by HESA only.

Appendix one: Terms and Conditions for HDP Student Lead User

DATA FUTURES PILOT PROVIDER PARTICIPANT AGREEMENT FOR LEAD USERS ROLE DESCRIPTION

1. You have been selected by [organisation] (the "**Provider**") to be a Lead User. The Provider is required under clause 4.4. of the Data Futures Pilot Participation Agreement for HEP Organisations to appoint and retain a Lead User who may either administer the Pilot Data Submissions for the Provider or delegate this activity by granting Data Futures Pilot Provider Participant Users roles.

2. You shall be the primary point of contact for the Provider in relation to matters arising in connection with the Data Futures Pilot and HESA Data Platform and must ensure that all of your registration, account information and details are kept up to date, and notify HESA promptly of any changes.

3. As stated above in clause 1, you may either administer the Pilot Data Submissions for the Provider or delegate this activity by granting Data Futures Pilot Provider Participant Users roles. This shall include, but not be limited to:

a responsibility for carrying out the organisation and user administration for the Provider and its Data Futures Pilot Provider Participant Users;

b. responsibility for managing accounts for the Provider's Data Futures Pilot Provider Participant Users, including verifying and adding accounts, and removing accounts which are no longer needed or for people who either no longer act for the Provider or no longer have a role in the submission of data to the Data Futures Pilot;

c. responsibility for overseeing the Provider's data submissions to HESA in accordance with the Pilot Operational Documentation;

d. liaising with HESA and ensuring that deadlines are achieved;

e. ensuring that the HESA Student Collection Notice has been made available to data subjects prior to personal data being submitted to HESA for the Data Futures Pilot; and

f. ensuring that any Data Futures Pilot Provider Participant User enters into the Data Futures Pilot Provider Participant Agreement for Users through the HESA IDS System before they access the Pilot Environment and/or submit any data to HESA.

DEFINITIONS

4. Terms used in this Agreement shall have the meaning specified in Schedule 1 of the Data Futures Pilot Participation Agreement for HEP Organisations in respect of the Data Futures Programme a copy of which can be found at www.hesa.ac.uk/innovation/data-futures/pilot-agreement. ("the Pilot Participant Agreement")

AGREEMENT

5. By accepting this role you agree to abide by this agreement. If you do not agree, do not accept this role and no access to the Pilot Environment shall be granted.

6. HESA may, from time to time, change or amend these terms. If we do, we will notify you, either through the user interface, in an email notification, or through other reasonable means.

Your continued use of your HESA Identity for this role after such notification will be your consent to the changed terms. If you do not agree to the amended terms, you must relinquish this role and your access to the Pilot Environment shall be revoked.

PURPOSE AND DURATION OF THIS AGREEMENT

7. Higher Education Statistics Agency Limited (“**HESA**”) is in the process of developing the HESA Data Platform and is operating the Data Futures Pilot prior to implementing the HESA Data Platform in 2019/20.

8. Your employing Provider has signed the Pilot Participant Agreement and has agreed to participate in the Data Futures Pilot in accordance with its terms. This Agreement sets out the terms and conditions on which you will act as the Lead User and be allowed to access the Pilot Environment.

9. This Agreement shall commence on the date you agree these terms and shall remain in force until you cease to be the Provider’s Lead User subject to any earlier termination in accordance with clause 13.

10. Access to the Pilot Environment will be available to you as Lead User until this Agreement is terminated in accordance with clause 17 (the “**Access Period**”) unless extended in accordance with clause 11. The maximum period of the Access Period shall be the duration of the Data Futures Pilot.

11. If you require an extension to the Access Period, you may request an extension in writing to HESA. The decision to extend the Access Period shall be at HESA's sole discretion.

12. Your role will consist of the detailed obligations set out in clauses 1 to 3 and/or carrying out one or more tasks allocated to you by the Provider in accordance with the Pilot Operational Documentation.

13. In consideration of being given the opportunity to take part in the Data Futures Pilot you agree to comply with the terms of this Agreement and such additional instructions as may be given to your by [organisation] and/or HESA, whether orally or in writing.

USING AND ACCESSING DATA

14. You understand and accept that:

a. You are being given permission to access Pilot Environment only for the purposes of fulfilling your role as Lead User and/or undertaking tasks allocated to you by [organisation] for the Data Futures Pilot.

b. The Pilot Environment will contain personal data and special category data. As responsible data controllers the HESA Pilot Participants and HESA need to manage data security and risks around use of data appropriately, both to protect the rights of individual data subjects and to avoid reputational, relationship and commercial risks arising from any perceived breach or inadequacy in the protection and security of data accessed for the purposes of the Data Futures Pilot. For the avoidance of doubt, you should not do (or omit to do) anything that may damage the reputation of a HESA Pilot Participant and/or HESA and/or the Data Futures Pilot or breach the HESA Pilot Participant and/or HESA's obligations under Data Protection Legislation.

- c. You will not access the Pilot Environment until you have undertaken any data protection and security training specified by [organisation] or as otherwise required by clause 8.13 of the Participant Agreement.
- d. You will not process data within the Pilot Environment for any purpose other than a task allocated by your Provider and which is in accordance with the Pilot Operational Documentation.
- e. You will only process personal data to the extent that this is necessary and proportionate for the allotted task.
- f. You will not access or use, or attempt to access or use, any data other than data relating to [organisation]. You acknowledge and accept that you must not access or process data which does not relate to [organisation]'s Provider Information even if the set-up of the Pilot Environment and the permissions and access rights within the Pilot Environment are such that it is or may be possible for you to access such data without prior permission or knowledge of HESA.
- g. You will fully co-operate with HESA to enable HESA, [organisation], Statutory Customers and other HESA Pilot Participants to comply with their obligations as data controllers under the Data Protection Legislation.
- h. You will inform [organisation]'s Data Protection Officer as soon as possible and in any event that same day in the event that you believe a third party's personal data may have been deliberately accessed by another authorised user within the Pilot Environment.
- i. You acknowledge and accept that in the event of a Personal Data Breach HESA may need to identify any individual involved in the Personal Data Breach for the purposes of responding or dealing with such Personal Data Breach in accordance with its obligations under the Data Protection Legislation or for the Permitted Purposes.
- j. Data submitted for the Data Futures Pilot shall not be used to identify or contact individuals or to enable them to be identified or contacted by others, or to inform any decision to be made about an individual.
- k. You will not alter or seek to alter any element of the underlying software or functionality of the Pilot Environment (whether for the purposes of accessing data beyond that agreed in the scope or for any other reason).
- l. You will not, and will not attempt to, copy or extract any data from the Pilot Environment except for the purpose of checking before resubmission and quality assurance.
- m. You will take all reasonable steps to preserve the security of the Pilot Environment and the data within it. In particular the User will:
- i. not share your log-in details for the Pilot Environment or allow any other individual to access the Pilot Environment using their log-in details or to view data on the Pilot Environment;
 - ii. co-operate fully and immediately with any investigation by HESA into any suspected breach of this Agreement by the User or any other person; and



iii. follow all reasonable directions given by HESA for the purposes of ensuring the security of the data within the Pilot Environment.

n. You have no right to sub-licence or assign your role under this Agreement.

o. You will not access the Pilot Environment while located outside the United Kingdom.

p. You will inform HESA and [organisation] immediately of any actions (of your own or of any other person) that will or appear likely to breach or risk breaching this Agreement or [organisation]'s Data Futures Pilot Participation Agreement.

q. You will seek advice from HESA promptly if you are unsure as to whether any action or proposed action is within the terms of this Agreement.

15. Should you cease to be the Provider's Lead User, you shall or procure that the Provider shall promptly inform HESA in writing of the name and contact details for the new Lead User within seven (7) days of the Lead User ceasing to hold office.

16. This Agreement and your access to the Pilot Environment will terminate on the earliest of:

e. you notifying HESA that you will not participate further in the Data Futures Pilot;

f. termination of the Participant Agreement;

g. you ceasing to be the Provider's Lead User; or

h. HESA determines in its absolute discretion that it wishes to, or that it is appropriate to, terminate access.

17. If you breach the terms of this Agreement:

a. this may constitute a breach of the Data Protection Legislation; and

b. your involvement in the Data Futures Pilot may be suspended or terminated permanently.

GENERAL

18. You acknowledge and accept that your personal data may be held and retained by HESA for the purposes of managing and evaluating the Data Futures Pilot and for records management and audit of the Data Futures Pilot, including through retention of a copy of this Agreement.

19. You acknowledge and accept that:

a. your use of the Pilot Environment and data within it may be subject to reasonable monitoring by HESA in order to ascertain whether you have and are complying with this Agreement; and

b. HESA may use the information obtained through monitoring to take action under or to enforce this Agreement.

20. You acknowledge and accept that we may carry out (using your HESA Identity and all other information you provide to us) all such checks, verifications and assessments as we deem necessary from time to time during the term of this Agreement to assess your suitability for access to the Pilot Environment or certain parts of or content on it. The checks and verification

procedures set out in this clause shall not affect our other rights, or your obligations, under the Agreement.

21. You acknowledge and accept that all intellectual property rights in the Pilot Environment and any data generated or derived from the Pilot Environment are vested and shall remain vested in HESA.

22. Any waiver by HESA of its rights in respect of a breach of this Agreement shall not be deemed to be a waiver of its rights in respect of any subsequent breach.

23. This Agreement shall be governed by and construed in accordance with English Law. The parties submit to the exclusive jurisdiction of the English Courts.

HESA IDENTITY SYSTEM GENERAL TERMS AND CONDITIONS

1. Background

a. The Higher Education Statistics Agency Limited (HESA) goal is to operate a safe and secure environment for our services and therefore we require all users to abide by these terms when using our services

2. Agreement

a. By registering a HESA Identity you agree to abide by this agreement. If you do not agree, do not register a HESA Identity.

b. HESA may, from time to time, change or amend these terms. If we do, we will notify you, either through the user interface, in an email notification, or through other reasonable means. Your continued use of your HESA Identity after notification will be your consent to the changed terms. If you do not agree to the changes, you must stop using your HESA Identity.

3. HESA Identity

a. You need a HESA Identity to access some of the services HESA provides. A HESA Identity provides the credentials for you to authenticate your use of these services. You are responsible for keeping your account information and password confidential. You are responsible for all activity that occurs under your account. You must inform HESA immediately if you believe that there has been any compromise of your HESA Identity.

b. If you've forgotten your password or otherwise can't access your HESA Identity, you can recover your HESA Identity by visiting the Account Recovery webpage and providing account recovery information. You are responsible for setting up account recovery information and for keeping that information confidential. If you cannot recover your HESA Identity using the method above you may reset your HESA Identity by visiting the Account Reset webpage.

4. HESA Identity Organisation Role

a. As well as requiring a HESA Identity to authenticate, access to some of our services is further restricted to only those people who act in a relevant capacity on behalf of an organisation and have appropriate authorisation. Such services will require your HESA Identity to show you as holding the appropriate HESA Identity Organisation Role before access to these service is authorised. You may be invited to hold such a role or you may request such a role. You must be authorised to act in such a capacity for that organisation before accepting or requesting a role. You will be required to accept any additional responsibilities that holding a role may entail.

b. If you cease to work for an organisation in the same capacity you must remove the non-applicable roles from your HESA Identity. If you cease to work for an organisation completely you must remove all the roles you hold for that organisation from your HESA Identity.

c. If you reset your HESA Identity, as described above, all roles and associated information will be removed from your HESA Identity. If you require a role in order to fulfil your or your organisation's obligations to HESA you will have to re-acquire it. You accept that any delay or inability to carry out your activities caused by an account reset is your responsibility.

5. Privacy

a. We may use your personal data to monitor the use of the Pilot Environment and HESA's website.

b. We use cookies that are necessary for the provision of the HESA Identity System and the services we provide to you. We also use cookies to collect anonymous information about pages visited on our website. We may also use cookies to remember choices you make to improve your experience of our services. We do not use cookies to share information about your use of our services with any third parties. By accepting these terms you consent to our use of cookies.

c. We may pass your personal data to third parties who need your personal information in order for us to provide our services to you. For example:

- If you request or accept a HESA Identity Role in order to act on behalf of an organisation we will provide information about you to members of that organisation so that they may contact you, manage their role delegation and review your activity.
- If you hold a role that means you approve or reject role requests for an organisation we will provide information about you to people requesting roles so that they may contact you in connection with their request.

d. We may use your personal data to inform you about changes and improvements to our systems, operational documentation, and website.

e. For more information on how your personal data may be used by HESA please see <https://www.hesa.ac.uk/about/website/privacy> .

6. Cancellation

a. If you do not comply with the terms of this agreement we may take action against you including suspending your HESA Identity, suspending or removing roles, asking you to refrain from certain activities and referring your activity to your organisation or other appropriate authority e.g. The Information Commissioner's Office.

b. At our sole discretion we may permanently suspend your HESA Identity and prevent you from further registration. You accept that any delay or inability to carry out your activities caused by any such action is your responsibility.

c. If your HESA Identity is not used for 720 days it will be reset. You may reset your HESA Identity yourself at any time.

Appendix two: Terms and Conditions HDP Student Admin, HDP Data Returns Officer, HDP HEP Issue Resolver, HDP Data Returns API, HDP Pilot Participant and HDP Accountable Officer

DATA FUTURES PILOT PROVIDER PARTICIPANT AGREEMENT FOR USERS ROLE DESCRIPTION

1. You have been selected to be a Data Futures Pilot Provider Participant User. This role allows you to access the Pilot Environment on behalf of [organisation] (the "**Provider**").

DEFINITIONS

2. Terms used in this Agreement shall have the meaning specified in Schedule 1 of the Data Futures Pilot Participation Agreement for HEP Organisations in respect of the Data Futures Programme a copy of which can be found at www.hesa.ac.uk/innovation/data-futures/pilot-agreement ("**the Pilot Participant Agreement**")

AGREEMENT

3. By accepting this role you agree to abide by this agreement. If you do not agree, do not accept this role and no access to the Pilot Environment shall be granted.

4. HESA may, from time to time, change or amend these terms. If we do, we will notify you, either through the user interface, in an email notification, or through other reasonable means. Your continued use of your HESA Identity for this role after such notification will be your consent to the changed terms. If you do not agree to the amended terms, you must relinquish this role and your access to the Pilot Environment shall be revoked.

PURPOSE AND DURATION OF THIS AGREEMENT

5. Higher Education Statistics Agency Limited ("**HESA**") is in the process of developing the HESA Data Platform and is operating the Data Futures Pilot prior to implementing the HESA Data Platform in 2019/20.

6. Your employing Provider has signed the Pilot Participant Agreement and has agreed to participate in the Data Futures Pilot in accordance with its terms. This Agreement sets out the terms and conditions on which you will be allowed to access the Pilot Environment. In particular, it sets out the terms and conditions which apply to your access to the Pilot Environment.

7. This Agreement shall commence on the date you agree these terms and shall remain in force until you have ceased to use the Pilot Environment or any part thereof in any manner whatsoever subject to any earlier termination in accordance with clause 13.

8. Access to the Pilot Environment will be available to you until this Agreement is terminated in accordance with clause 13 (the "**Access Period**") unless extended in accordance with clause 8. The maximum period of the Access Period shall be the duration of the Data Futures Pilot.

9. If you require an extension to the Access Period, you may request an extension in writing to HESA. The decision to extend the Access Period shall be at HESA's sole discretion.

10. Your role will consist of carrying out one or more tasks allocated to you by the Provider in accordance with the Pilot Operational Documentation.

11. In consideration of being given the opportunity to take part in the Data Futures Pilot you agree to comply with the terms of this Agreement and such additional instructions as may be given to you by [organisation] and/or HESA, whether orally or in writing.

USING AND ACCESSING DATA

12. You understand and accept that:

a. You are being given permission to access Pilot Environment only for the purposes of undertaking tasks allocated to you by [organisation] for the Data Futures Pilot.

b. The Pilot Environment will contain personal data and special category data. As responsible data controllers the HESA Pilot Participants and HESA need to manage data security and risks around use of data appropriately, both to protect the rights of individual data subjects and to avoid reputational, relationship and commercial risks arising from any perceived breach or inadequacy in the protection and security of data accessed for the purposes of the Data Futures Pilot. For the avoidance of doubt, you should not do (or omit to do) anything that may damage the reputation of a HESA Pilot Participant and/or HESA and/or the Data Futures Pilot or breach the HESA Pilot Participant and/or HESA's obligations under Data Protection Legislation.

c. You will not access the Pilot Environment until you have undertaken any data protection and security training specified by [organisation] or as otherwise required by clause 8.13 of the Participant Agreement.

d. You will not process data within the Pilot Environment for any purpose other than a task allocated by your Provider and which is in accordance with the Pilot Operational Documentation.

e. You will only process personal data to the extent that this is necessary and proportionate for the allotted task.

f. You will not access or use, or attempt to access or use, any data other than data relating to [organisation]. You acknowledge and accept that you must not access or process data which does not relate to [organisation]'s Provider Information even if the set-up of the Pilot Environment and the permissions and access rights within the Pilot Environment are such that it is or may be possible for you to access such data without prior permission or knowledge of HESA.

g. You will fully co-operate with HESA to enable HESA, [organisation], Statutory Customers and other HESA Pilot Participants to comply with their obligations as data controllers under the Data Protection Legislation.

h. You will inform [organisation]'s Data Protection Officer as soon as possible and in any event that same day in the event that you believe a third party's personal data may have been deliberately accessed by another authorised user within the Pilot Environment.

i. You acknowledge and accept that in the event of a Personal Data Breach HESA may need to identify any individual involved in the Personal Data Breach for the purposes of responding or dealing with such Personal Data Breach in accordance with its obligations under the Data Protection Legislation or for the Permitted Purposes.

j. Data submitted for the Data Futures Pilot shall not be used to identify or contact individuals or to enable them to be identified or contacted by others, or to inform any decision to be made about an individual.

k. You will not alter or seek to alter any element of the underlying software or functionality of the Pilot Environment (whether for the purposes of accessing data beyond that agreed in the scope or for any other reason).

l. You will not, and will not attempt to, copy or extract any data from the Pilot Environment except for the purpose of checking before resubmission and/ or quality assurance.

m. You will take all reasonable steps to preserve the security of the Pilot Environment and the data within it. In particular the User will:

i. not share your log-in details for the Pilot Environment or allow any other individual to access the Pilot Environment using their log-in details or to view data on the Pilot Environment;

ii. co-operate fully and immediately with any investigation by HESA into any suspected breach of this Agreement by the User or any other person; and

iii. follow all reasonable directions given by HESA for the purposes of ensuring the security of the data within the Pilot Environment.

n. You have no right to sub-licence or assign your role under this Agreement.

o. You will not access the Pilot Environment while located outside the United Kingdom.

p. You will inform HESA and [organisation] immediately of any actions (of your own or of any other person) that will or appear likely to breach or risk breaching this Agreement or [organisation]'s Data Futures Pilot Participation Agreement.

q. You will seek advice from HESA promptly if you are unsure as to whether any action or proposed action is within the terms of this Agreement.

13. This Agreement and your access to the Pilot Environment will terminate on the earliest of:

a. you notifying HESA that you will not participate further in the Data Futures Pilot;

b. termination of the Participant Agreement;

c. completion of the tasks allocated to you by [organisation]; or

d. HESA determines in its absolute discretion that it wishes to, or that it is appropriate to, terminate access.

14. If you breach the terms of this Agreement:

a. this may constitute a breach of the Data Protection Legislation; and

b. your involvement in the Data Futures Pilot may be suspended or terminated permanently.

GENERAL

15. You acknowledge and accept that your personal data may be held and retained by HESA for the purposes of managing and evaluating the Data Futures Pilot and for records management and audit of the Data Futures Pilot, including through retention of a copy of this Agreement.

16. You acknowledge and accept that:

a. your use of the Pilot Environment and data within it may be subject to reasonable monitoring by HESA in order to ascertain whether you have and are complying with this Agreement; and

b. HESA may use the information obtained through monitoring to take action under or to enforce this Agreement.

17. You acknowledge and accept that we may carry out (using your HESA Identity and all other information you provide to us) all such checks, verifications and assessments as we deem necessary from time to time during the term of this Agreement to assess your suitability for access to the Pilot Environment or certain parts of or content on it. The checks and verification procedures set out in this clause shall not affect our other rights, or your obligations, under the Agreement.

18. You acknowledge and accept that all intellectual property rights in the Pilot Environment and any data generated or derived from the Pilot Environment are vested and shall remain vested in HESA.

19. Any waiver by HESA of its rights in respect of a breach of this Agreement shall not be deemed to be a waiver of its rights in respect of any subsequent breach.

20. This Agreement shall be governed by and construed in accordance with English Law. The parties submit to the exclusive jurisdiction of the English Courts.

HESA IDENTITY SYSTEM GENERAL TERMS AND CONDITIONS

1. Background

a. The Higher Education Statistics Agency Limited (HESA) goal is to operate a safe and secure environment for our services and therefore we require all users to abide by these terms when using our services

2. Agreement

a. By registering a HESA Identity you agree to abide by this agreement. If you do not agree, do not register a HESA Identity.

b. HESA may, from time to time, change or amend these terms. If we do, we will notify you, either through the user interface, in an email notification, or through other reasonable means. Your continued use of your HESA Identity after notification will be your consent to the changed terms. If you do not agree to the changes, you must stop using your HESA Identity.

3. HESA Identity

a. You need a HESA Identity to access some of the services HESA provides. A HESA Identity provides the credentials for you to authenticate your use of these services. You are responsible for keeping your account information and password confidential. You are responsible for all activity that occurs under your account. You must inform HESA immediately if you believe that there has been any compromise of your HESA Identity.

b If you've forgotten your password or otherwise can't access your HESA Identity, you can recover your HESA Identity by visiting the Account Recovery webpage and providing account recovery information. You are responsible for setting up account recovery information and for keeping that information confidential. If you cannot recover your HESA Identity using the method above you may reset your HESA Identity by visiting the Account Reset webpage.

4. HESA Identity Organisation Role

a As well as requiring a HESA Identity to authenticate, access to some of our services is further restricted to only those people who act in a relevant capacity on behalf of an organisation and have appropriate authorisation. Such services will require your HESA Identity to show you as holding the appropriate HESA Identity Organisation Role before access to these service is authorised. You may be invited to hold such a role or you may request such a role. You must be authorised to act in such a capacity for that organisation before accepting or requesting a role. You will be required to accept any additional responsibilities that holding a role may entail.

b If you cease to work for an organisation in the same capacity you must remove the non-applicable roles from your HESA Identity. If you cease to work for an organisation completely you must remove all the roles you hold for that organisation from your HESA Identity.

c. If you reset your HESA Identity, as described above, all roles and associated information will be removed from your HESA Identity. If you require a role in order to fulfil your or your organisation's obligations to HESA you will have to re-acquire it. You accept that any delay or inability to carry out your activities caused by an account reset is your responsibility.

5 Privacy

a. We may use your personal data to monitor the use of the Pilot Environment and HESA's website.

b. We use cookies that are necessary for the provision of the HESA Identity System and the services we provide to you. We also use cookies to collect anonymous information about pages visited on our website. We may also use cookies to remember choices you make to improve your experience of our services. We do not use cookies to share information about your use of our services with any third parties. By accepting these terms you consent to our use of cookies.

c. We may pass your personal data to third parties who need your personal information in order for us to provide our services to you. For example:

- If you request or accept a HESA Identity Role in order to act on behalf of an organisation we will provide information about you to members of that organisation so that they may contact you, manage their role delegation and review your activity.

- If you hold a role that means you approve or reject role requests for an organisation we will provide information about you to people requesting roles so that they may contact you in connection with their request.

d. We may use your personal data to inform you about changes and improvements to our systems, operational documentation, and website.

e. For more information on how your personal data may be used by HESA please see <https://www.hesa.ac.uk/about/website/privacy> .

6. Cancellation

a. If you do not comply with the terms of this agreement we may take action against you including suspending your HESA Identity, suspending or removing roles, asking you to refrain

from certain activities and referring your activity to your organisation or other appropriate authority e.g. The Information Commissioner's Office.

b. At our sole discretion we may permanently suspend your HESA Identity and prevent you from further registration. You accept that any delay or inability to carry out your activities caused by any such action is your responsibility.

c. If your HESA Identity is not used for 720 days it will be reset. You may reset your HESA Identity yourself at any time.

