

(1) HIGHER EDUCATION STATISTICS AGENCY LIMITED

and

(2) [insert name]

HESA SUBSCRIPTION AGREEMENT

Table A (as referred to in clause 2.2)

Statutory Subscriber Category	Applicable Category
<p>English Providers</p> <p>The Office for Students (OfS) will inform HESA which of the following categories your organisation falls into and whether there are changes to your category. You will receive a Regulatory Notice direct from OfS setting out their requirements and confirmation from HESA via the HESA Operational Documentation:</p> <p>Approved</p> <p>Approved (Fee cap)</p> <p>Designation for Teach Out</p> <p>Limited designation</p> <p>FEC (England)</p>	
Full Subscriber (Scotland, Wales and Northern Ireland)	
FEC (Northern Ireland)	
FEC (Wales)	

Table B (as referred to in clause 2.2)

Optional Services Subscriber Category (Boxes to be marked as applicable)	Mark to apply
Graduate Outcomes Opt-in Questions	
Graduate Outcomes Provider Questions	
Estates Management Records (for England)	
Non-Academic Staff Record (for England)	

Table C (as referred to in clause 2.2)

Permission is granted for following Categories of Onward Use of Data (for England and Scotland only) (Note: For Providers in Northern Ireland and Wales these will automatically apply. For other Providers the boxes to be marked as applicable)	Mark to provide permission	Mark to confirm no permission is granted
Category A – Sharing for the direct and indirect benefit of Providers, Statutory Customers and the Sector		
Category B – Sharing for the benefit of students, prospective students, student representatives and graduate employers		
Category C - Sharing for the benefit of other public, private or third-sector organisations.		

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THIS AGREEMENT is made on the date of the last signature to this Agreement

BETWEEN:

- 1) **HIGHER EDUCATION STATISTICS AGENCY LIMITED ("HESA")** of 95 Promenade Cheltenham GL50 1HZ registered company number 2766993; and
- 2) [insert name] ("**the Provider**") of [insert address] UKPRN Number [insert UKPRN number].

RECITALS:

- a) The Provider is required to provide information to HESA by its Primary Regulator/Funder.
- b) HESA has agreed to provide services to the Provider and the Primary Regulator/Funder relating to the collection of information from the Provider.
- c) The Provider has agreed to become a subscriber to HESA on the terms set out in this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS & INTERPRETATION

- 1.1 In this Agreement defined terms and phrases shall have the meanings set out in Schedule 1.
- 1.2 HESA provides a United Kingdom wide service and the Core Terms of this Agreement apply to all Statutory Subscriber Categories available across the United Kingdom. In addition to the Core Terms are specific terms that apply only to certain Statutory Subscriber Categories, and certain Optional Services Subscriber Categories and where Categories of Onward Use of Data have been selected by the Provider.
- 1.3 Schedule 2 of this Agreement sets out the current data submission requirements for each Statutory Subscriber Category.

2. COMMENCEMENT & OBLIGATIONS OF THE PROVIDER

- 2.1 This Agreement shall commence on 1 August 2019 ("**the Commencement Date**") and shall remain in force unless terminated earlier in accordance with clause 14.
- 2.2 By signing this Agreement the Provider agrees to become a HESA Subscriber for the services specified in Tables A-C on the front page of this Agreement and to comply with the obligations set out in this Agreement.
- 2.3 If this Agreement is terminated under clause 14, the Provider shall cease to be a HESA Subscriber or to access any benefits or other status available to organisations on the basis or condition that they are a HESA Subscriber. For the avoidance of doubt this would include the collection of any apprenticeship standards data by HESA under a separate Processor agreement.

CORE TERMS

Payment and invoicing

- 2.4 The Provider shall pay the Subscription Fee for each Subscription Period in which this Agreement remains in force.
- 2.5 Invoices shall be paid by the Provider within 30 days of the invoice date. Any invoice which is not paid within this period is an overdue invoice as referred to in clause 2.6.
- 2.6 Without limitation of HESA's rights under clause 14, the Provider shall pay interest on the amount of any overdue invoice at the rate of 5% per annum above the Barclay's Bank base rate from time to time. Such interest shall accrue on a daily basis from the due date for payment of the invoice under clause 2.5 until actual payment of the overdue amount, whether before or after judgment. The Provider shall pay the interest together with the overdue amount.
- 2.7 The Subscription Fee shall be approved by the HESA Board and notified to the Provider in accordance with Schedule 3.

Submission of data

- 2.8 The Provider shall supply the Provider Data Submission to HESA in accordance with the HESA Operational Documentation and any applicable Regulatory Notices. On receipt of the Provider Data Submission HESA shall become an independent Controller.
- 2.9 In particular, without prejudice to the generality of clause 2.8, the Provider shall ensure that the Provider Data Submission:
 - 2.9.1 is supplied in accordance with the timescales specified in the HESA Operational Documentation or as otherwise specified by HESA in writing. Supply of the Provider Data Submission outside these timescales shall be regarded as late. Time shall be of the essence in this Agreement in relation to this obligation;
 - 2.9.2 contains data which represents the complete Coverage of all Required Data Collections. In identifying the individuals falling within the Coverage for any Required Data Collection the Provider shall apply the definitions and criteria specified in the HESA Operational Documentation (subject to any clarifications, additions or amendments as may be notified to the Provider by HESA from time to time) and shall not make any additional or alternative judgements or decisions as to the inclusion of individuals within the Provider Data Submission or any part thereof;
 - 2.9.3 contains only data which is true and correct. Data shall be regarded as breaching this obligation if it is inaccurate or otherwise than a true

reflection of the factual position in respect of all relevant students, courses and staff members, in accordance with the definition of the relevant data fields and the Coverage as specified in the HESA Operational Documentation; and

- 2.9.4 complies with the Supply Side Code of Practice for Higher Education Data Collections <https://www.hesa.ac.uk/code-of-practice-for-higher-education-data-collections> , as amended from time to time.
- 2.10 It is the responsibility of the Provider to seek clarification or explanation with regard to any aspect of the HESA Operational Documentation which the Provider does not understand or which the Provider considers to be unclear or ambiguous within a reasonable time prior to relevant deadlines specified in the HESA Operational Documentation. Lack of clarity in the HESA Operational Documentation or lack of understanding on the part of the Provider with regard to the requirements in the HESA Operational Documentation shall be no defence to any allegation of breach of clauses 2.8, 2.9 or 2.12.
- 2.11 If HESA has significant concerns as to whether the Provider Data Submission meets the requirements as to quality and accuracy of data submitted under clauses 2.8 and 2.9 HESA shall notify the Provider and the Primary Regulator/Funder.
- 2.12 The Provider shall co-operate with HESA as reasonably required to ensure that it is able to supply the Provider Data Submission in accordance with the processes and systems set out in the HESA Operational Documentation. Such reasonable co-operation shall include (but not be limited to):
- 2.12.1 undertaking training on HESA's processes as the Provider considers appropriate to comply with its obligations-under clauses 2.8 and 2.9;
 - 2.12.2 complying fully with the quality assurance processes as detailed within the HESA Operational Documentation;
 - 2.12.3 checking and re-submitting any data within the Provider Data Submission at the reasonable request of HESA or the Primary Regulator/Funder.
- 2.13 Without prejudice to any action which may be taken by the Primary Regulator/Funder, where HESA acting reasonably:
- 2.13.1 considers that the Provider is utilising a disproportionate amount of HESA staff time in order to enable the Provider to make a Provider Data Submission which complies with this Agreement, or
 - 2.13.2 HESA has significant concerns as to whether the Provider Data Submission meets the requirements clauses 2.8 and 2.9,

HESA may notify the Provider's Accountable Officer of its concerns identifying the Required Data Collection(s) which appear to be causing difficulty to the Provider

and specifying any actions which HESA, acting reasonably, considers are required to enable the Provider to submit the Provider Data Submission in accordance with this Agreement. Such actions will be at HESA's reasonable discretion and exercised on a case by case basis, so will likely vary, but may range from requesting members of the Provider's staff to undergo additional training, to exercising HESA's rights under clause 13.1.

- 2.14 Without prejudice to any action which may be taken by the Primary Regulator/Funder, where HESA takes action under clause 2.13, it shall as quickly as reasonably possible and following consultation with the Primary Regulator/Funder determine whether HESA wishes to:
- 2.14.1 suspend the Provider's rights of access to HESA's systems; and/or
 - 2.14.2 suspend the Collection Cycle in respect of the Provider and the Provider Data Submission.
- 2.15 Subject to clause 2.16, the Provider Data Submission shall be signed off by the Provider's Accountable Officer using the relevant sign off forms as provided in the HESA Operational Documentation from time to time, provided that:
- 2.15.1 for the UNISTATS collection only, following UNISTATS Publication the Accountable Officer may nominate a senior substitute to sign on behalf of the Provider for the purposes of making any permitted late or additional return of data for UNISTATS Publication; and
 - 2.15.2 for other Provider Data Submissions, in exceptional circumstances and only with the prior permission of HESA and subject to such additional terms as HESA may require, the Provider Data Submission may be signed off by an appropriate senior substitute for the Accountable Officer.

Status of the Provider

- 2.16 Clauses 2.17 and 2.18 apply where the Provider is a member of a group of companies as defined in the Companies Act 2006 or where the teaching and learning facilities for any courses to which the Provider Data Submission relates are owned, funded or otherwise provided by a company or other organisation which has a separate legal identity to that of the Provider.
- 2.17 The Provider warrants that it has the legal authority and power to enter into the Agreement and to ensure compliance with the Agreement in respect of all of the courses to which the Provider Data Submission relates.
- 2.18 In particular, the Provider warrants and undertakes that the Provider has the capacity and authority to disclose any data in the Provider Data Submission to be processed for the Statutory Permitted Purposes.
- 2.19 The Provider warrants that it is Controller of the data to be submitted to HESA.

- 2.20 The Provider acknowledges that at the request of the Primary Regulator/Funder HESA may be requested to collect, disseminate and display certain information separate from the balance of the Provider's Data Submission. For example, information relating to medical schools and joint ventures. Where HESA is required to do this HESA shall make this clear in the HESA Operational Documentation including any additional requirements for example additional legal terms and Subscription Fees. Any applicable Subscription Fees shall be specified on the HESA Website
- 2.21 The Provider acknowledges that in the event it requests HESA to change its UKPRN or legal name this may require a new Subscription Agreement and data linking to enable a coherent data report for the Primary Regulatory/Funder. Such requested change will be made at the absolute discretion of HESA having consulted with the Primary Regulator/Funder and may incur an additional fee as specified on the HESA Website.

General

- 2.22 The Provider shall respond promptly to all correspondence and communications from HESA or the Primary Regulator/Funder in respect of their Provider Data Submission.

3. OBLIGATIONS OF HESA

Subscription services

- 3.1 HESA shall provide its services based on the Statutory Subscriber Category(s) as specified in Schedule 2.
- 3.2 HESA shall agree to provide the Optional Services and Onward Sharing of Data Categories at its sole discretion having determined whether the demand for these services makes them financially and operationally viable.
- 3.3 Subject to clause 3.2 Full Subscribers from Wales and Northern Ireland shall be deemed to have been agreed to All Onward Sharing Categories A-C.

The data collection process

- 3.4 HESA shall provide a data collection system for the submission of the Provider Data Submission pursuant to this Agreement which is compatible with HESA's obligations under clause 7 (Data Protection) below.
- 3.5 HESA shall carry out the collection and collation of the Provider Data Submission in accordance with the Collection Cycle and HESA Operational Documentation.
- 3.6 HESA shall provide appropriate specification of the content of the Provider Data Submission and the process for submitting the Provider Data Submission, including:



- 3.6.1 the data fields within each Required Data Collection and the Coverage which applies to each Required Data Collection for the relevant HESA Subscriber Categories;
- 3.6.2 the timescales by which HESA shall carry out particular steps or make available particular information or functionality within its systems;
- 3.6.3 the timescales by which the Provider shall be required to undertake particular activities or provide information;
- 3.6.4 the relative roles and responsibilities of HESA, the Provider and any third parties with respect to the submission of the Provider Data Submission;

provided that nothing in this clause 3.6 shall reduce the obligations of the Provider under clause 7 (Data Protection) to ensure compliance with the Data Protection Legislation.

3.7 HESA shall comply with its obligations under clause 3.6 by:

- 3.7.1 publishing the HESA Operational Documentation for each of the Required Data Collections a reasonable period prior to the commencement of the Collection Cycle for each year;
- 3.7.2 providing such clarification or explanation of the HESA Operational Documentation as the Provider may reasonably request, provided that it is the responsibility of the Provider to seek such clarification or explanation as early as possible following publication of the HESA Operational Documentation and in any event a reasonable period prior to the actions about which clarification or explanation is sought.

3.8 HESA shall provide reasonable support and direction to the Provider in relation to its submission of data in accordance with HESA processes and systems, as provided for in the Agreement and the HESA Operational Documentation, including:

- 3.8.1 applying the processes set out in the HESA Operational Documentation, including the quality assurance processes;
- 3.8.2 providing reasonable day to day support and assistance to the Provider in collating and submitting the Provider Data Submission in compliance with the HESA Operational Documentation.

3.9 HESA shall comply with its obligation under clause 3.8.2 to provide reasonable day to day support and assistance to the Provider through its designated support team. That team will usually be contactable Monday to Friday between 09.00 and 17.00, by telephone (01242 211144) or by email (liaison@hesa.ac.uk). HESA shall respond to communications from Providers within a reasonable period, having regard to the nature of the communication, the workload of the team at the time, the timing of the communication in relation to the Collection Cycle and any

need for HESA to consult with the Primary Regulator/Funder before responding substantively to communications.

- 3.10 Subject to clause 3.9, HESA shall respond promptly to all correspondence and communications from the Provider.

4. USE OF PROVIDER INFORMATION BY THE PRIMARY REGULATOR/FUNDER FOR UNISTATS PUBLICATION AND NSS

- 4.1 The Provider acknowledges that part of the Provider Data Submission shall be used by the Primary Regulator/Funder for its UNISTATS Publication and NSS and that separate terms shall apply between the Provider and the Primary Regulator/Funder. These separate terms are without prejudice to any additional use of the Provider Data Submission by the Primary Regulator/Funder following provision of data by HESA to the Primary Regulator/Funder as provided for in clause 5.8.

5. USE OF PROVIDER INFORMATION BY HESA AND OTHERS WITH A STATUTORY POWER TO REQUEST AND PROCESS PROVIDER INFORMATION

HESA's use of Provider Information

- 5.1 By submitting the Provider Data Submission to HESA the Provider:
- 5.1.1 acknowledges that HESA may already hold or may in the future collect Provider Information other than that contained in the Provider Data Submission from sources other than the Provider pursuant to separate agreements which HESA may have entered into or may enter into with such sources in accordance with HESA's charitable purpose, its company objects and powers and where HESA reasonably considers appropriate or is requested to do so by the Primary Regulator/Funder; and
 - 5.1.2 acknowledges that HESA may link information and data in the Provider Data Submission to other Provider Information for example for the purposes of quality assuring the data within the Provider Data Submission and to supplement the Provider Data Submission. Quality assurance includes but is not limited to checks on the accuracy of individual data items within the Provider Data Submission compared to data submitted against the same or similar data fields within Provider Information collected from other sources as referred to in clause 5.1.1.
- 5.2 Subject to clause 5.1, the Provider agrees that HESA may process and share the Provider Information for and only for the Statutory Permitted Purposes. If the Provider is a Full Subscriber in Wales and Northern Ireland the Provider also agrees that HESA may process and share the Provider Information for All Categories of Onward Use of Data.
- 5.3 Other than as specified in the HESA Collection Notices HESA shall not use the Provider Information or any part thereof to inform a decision to be made about any

individual. For the avoidance of doubt, HESA will not undertake any processing activities which would constitute automated individual decision making or profiling pursuant to the General Data Protection Regulation.

- 5.4 HESA shall operate the Provider Preview service.
- 5.5 The Provider Information may be retained by HESA indefinitely for statistical and research purposes in accordance with the Data Protection Legislation. The continuing need to retain the information will be kept under review on an annual basis.
- 5.6 HESA does not guarantee that any Provider Information shall be included by HESA or any third party (for the avoidance of doubt this includes the Primary Regulator/Funder) in any dataset, publication or other onward use of data for any particular purpose or that a third party (including the Primary Regulator/Funder) may not cease to publish any of the Provider's data. Use and onward supply of the Provider Data Submission or any other Provider Information by HESA may be dependent on a number of factors including (but not limited to) the quality and completeness of the data provided, the Provider's compliance with clauses 2.8 and 2.9, the requirements of third parties, including Third Party Publication Criteria, and HESA's ability to secure appropriate terms and conditions for the onward supply of the data to any third party

Sharing of Provider Information by HESA and Use of Provider Information by Statutory Customers

- 5.7 The Provider acknowledges and accepts that during a Collection Cycle, data within the Provider Data Submission will be processed by relevant Statutory Customers for the purposes of:
 - 5.7.1 carrying out quality assurance activities concurrently with quality assurance processes operated by HESA (including linking data in the Provider Data Submission in a similar manner to linking by HESA as described in clause 5.1.2). Quality assurance includes but is not limited to checks on the accuracy of individual data items within the Provider Data Submission compared to data collected from other sources; and
 - 5.7.2 testing the ability of the Statutory Customers to use the data within their systems and databases.
- 5.8 The Provider acknowledges and accepts that HESA shall make onward provision of data from the Provider Data Submission for Statutory Permitted Purposes. HESA and recipients of Personal Data from the Provider Information shall be acting as independent Controllers.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Following completion of the HESA quality assurance process and final submission of the Provider Data Submission all Intellectual Property Rights in the final Provider Data Submission and any Fixed Database Submission submitted by the Provider, including the right to bring or defend claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement are hereby assigned to HESA absolutely with full title guarantee and shall remain vested in HESA under the Copyright Rights in Databases Regulations 1997.
- 6.2 HESA hereby grants to the Provider a perpetual, non-exclusive, non-transferable, royalty-free licence to use the final Provider Data Submission and any Fixed Database Submission submitted by the Provider for its own commercial and non-commercial purposes.
- 6.3 Nothing in this Agreement shall assign or transfer to the Provider any Intellectual Property Rights owned by HESA.
- 6.4 Nothing in this Agreement shall assign or transfer any Intellectual Property Rights owned by the Provider in its logo and/or in its name to HESA.
- 6.5 Save as permitted by clause 6.2 and the terms and conditions of any other licence between the parties, the Provider shall not use Intellectual Property Rights owned by HESA for any purposes whatsoever.

7. DATA PROTECTION

Warranty and co-operation

- 7.1 The parties each warrant and undertake that they will comply with the provisions of the Data Protection Legislation so far as such provisions apply to processing carried out under this Agreement and that each will procure that its employees, agents and contractors or any natural person acting under their authority who has access to personal data complies with the provisions of the Data Protection Legislation.
- 7.2 Each party shall ensure and warrants that it is registered with all relevant data protection authorities to process personal data in accordance with this Agreement
- 7.3 All parties shall fully co-operate with each other to ensure compliance with the Data Protection Legislation.

Legal basis for processing Personal Data

- 7.4 Under this Agreement the parties will be processing personal data and special categories of data. A full list of the data fields contained within the HESA data collections required to be submitted to HESA can be found at <https://www.hesa.ac.uk/collection>

- 7.5 In order for the processing of personal data described in this Agreement including Categories of Onward Sharing (which do not form part of HESA's statutory services) to comply with Article 5 of the General Data Protection Regulation it must be fair and lawful and at least one of the conditions in both Article 6 and Article 9 must be met. The Parties agree that each party is responsible for determining its own lawful basis for processing.
- 7.6 HESA shall keep the HESA Collection Notices under review to check that they continue to fairly and accurately describe how personal data collected under this Agreement will be used.
- 7.7 Without prejudice to the generality of clause 7.6 the Provider shall ensure and warrants that the terms of the most recent Student Collection Notice and Staff Collection Notice shall be provided to any data subjects whose personal information is contained in the Provider Data Submission or make those terms readily available to them in accordance with any HESA guidance. The steps required by this clause 7.7 shall be taken by the Provider a reasonable period in advance of the Provider providing any data to HESA for the purposes of this Agreement, including any provision of data for quality assurance processes or for the purposes of obtaining advice and support from HESA on the provision of the Provider Data Submission under this Agreement.
- 7.8 Where any personal data within the Provider Data Submission is processed by the Provider for any purposes (including submission to HESA under this Agreement and/or for the purposes of Provider Preview) the Provider is the Controller of the data in relation to that processing and is responsible for ensuring that the processing complies with the Data Protection Legislation and all other relevant laws (including but not limited to fair processing notice requirements). For the avoidance of doubt, this clause applies regardless of the format or source of the data being processed by the Provider and includes processing of any copy or extract of the Provider Data Submission or data within the Provider Data Submission which has been provided by HESA to the Provider. Any such provision of data by HESA to the Provider is made on the basis that Provider is satisfied that its receipt and use of the data will be fair and lawful.

Security

- 7.9 HESA shall process the personal data contained within the Provider Information in accordance with GDPR Articles 32 and 5.1(f).
- 7.10 Insofar as it may affect HESA's compliance with Clause 7.10, 7.11, 7.12 and 7.13, the Provider shall ensure that the personal data provided within the Provider Data Submission is processed in accordance with GDPR Articles 32 and 5.1(f) prior to being provided to HESA.
- 7.11 In ensuring the security of the personal data within the Provider Information within HESA, HESA will restrict access to such personal data to a limited number of authorised individuals. Access shall be restricted to only those persons who have received appropriate training regarding data protection and information security.

- 7.12 In ensuring the security of the personal data the Provider shall:
- 7.12.1 assign appropriate staff for HESA Identity System roles taking into account the nature of the proposed role;
 - 7.12.2 ensure Provider staff comply with the terms of their HESA Identity System Roles and are aware of best practice in setting passwords for their HESA Identity System roles;
 - 7.12.3 promptly remove from the HESA Identity System any staff members who no longer require access; and
 - 7.12.4 ensure that data files are checked for malware before data is submitted to HESA.

Notification

- 7.13 Where a party receives any of the following notices or communications:
- 7.13.1 an information notice, or any other notice (including in particular any enforcement notice) or communication served by the Information Commissioner;
 - 7.13.2 complaints from or concerns expressed by data subjects; or
 - 7.13.3 a data subject Access Request (or purported data subject Access Request) insofar as the receiving party requires the assistance of the other party to comply;
 - 7.13.4 a request to rectify, block or erase any personal data;
 - 7.13.5 any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation;
 - 7.13.6 a request from any third party for disclosure of personal data where compliance with such request is required or purported to be required by Law; or
 - 7.13.7 any investigation of any breach or alleged breach of the Data Protection Legislation.

that party shall notify any other party or parties without undue delay / promptly (within 48 hours) after becoming aware of it insofar as the notice or communications is of material relevance to the other party or parties' own GDPR obligations. The receiving party and notified party or parties shall then assist one another in responding to communication or notice.

- 7.14 Each party shall promptly report to the other party within 48 hours of becoming aware of any Personal Data Breach affecting the Provider Information in accordance with the process set out in clause 20.

Indemnity

- 7.15 The Provider shall indemnify HESA for any Losses arising as a result of:
- 7.15.1 the Provider breaching the Data Protection Legislation;
 - 7.15.2 the Provider causing HESA to be in breach of any of the Data Protection Legislation;
 - 7.15.3 the Provider breaching any warranty given in this clause 9; and
 - 7.15.4 HESA having reasonable grounds for concern that the Data Protection Legislation may have been breached.
- 7.16 The indemnity in clause 7.15 is limited to fifty thousand pounds (£50,000).

User Personal Data

- 7.17 The Provider acknowledges and accepts that HESA will process the personal data of individual users who submit data to HESA under this Agreement or who respond to queries in respect of the Provider Submission. Such data will be used by HESA only for the purposes of complying with the terms of this Agreement including administering, monitoring, and auditing the data collection and data dissemination processes and responding to complaints.

8. CONFIDENTIALITY

- 8.1 Each party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other party which it holds as a result of the relationship of the parties under this Agreement.
- 8.2 Subject to clause 12.3, neither party shall disclose Confidential Information save:
- 8.2.1 as otherwise necessary for the purposes of the proper performance of this Agreement including the investigation of any breach of the terms of this Agreement or the Supplier Side Data Collection Code of Conduct; or
 - 8.2.2 with the prior agreement of the other party.
- 8.3 The obligations of confidentiality in clauses 8.1 and 8.2 shall not extend to any matter which:
- 8.3.1 is lawfully in, or has become lawfully part of, the public domain other than as a result of a breach of this Agreement;
 - 8.3.2 was independently disclosed to a party to this Agreement by a third party, which, in that receiving party's reasonable opinion, was legally entitled to disclose the same;

- 8.3.3 was known to the receiving party before the information was disclosed to it by the disclosing party; or
- 8.3.4 is required to be disclosed under any applicable law, including a valid request under the Freedom of Information Legislation, or by order of a court or governmental or regulatory body or authority of competent jurisdiction.

9. VARIATION & CHANGE CONTROL

Variation to the scope of the Required Data Collections

- 9.1 HESA shall give the Provider reasonable notice of any changes to the scope of the Required Data Collections or the Coverage for the Statutory Subscriber Category(s). In assessing the reasonableness of any notice of such changes, the parties shall have full regard to the timing of the notification of those changes to HESA.
- 9.2 For English Providers the OfS shall also email the Accountable Officer a Regulatory Notice setting out its data requirements.
- 9.3 HESA shall provide reasonable assistance to the Provider in meeting any amended or additional requirements.

Variation to the Optional Services Subscription Category(s)

- 9.4 HESA shall give the Provider reasonable notice of any changes to the Optional Services Subscription Category(s) in accordance with their relevant schedules. In assessing the reasonableness of any notice of such changes the parties shall have full regard to the fact that some of the Optional Services are linked to or impacted by the delivery of Statutory Subscriber Category(s) and that HESA's ability to notify will be dependent on the time of the notification of the changes to HESA of the Required Data Collections or the Coverage for the Statutory Subscriber Category(s).
- 9.5 From time to time HESA may agree to offer additional Optional Services under the terms of this Agreement. Where this is the case HESA shall issue an addendum setting out the terms on which it is willing to offer the Additional Service. For the avoidance of doubt Heidi Plus (for Providers not based in Wales and Northern Ireland) and training and consultancy services shall be provided by or on behalf of HESA under separate agreements.

Other variations

- 9.6 From time to time it may be necessary for HESA to seek amendments to the terms of this Agreement. Where any variations are requested by HESA the Parties shall work together to agree any necessary amendments.



- 9.7 Save as provided for in clause 9.1, any variation to this Agreement shall be valid only if agreed in writing. For the avoidance of doubt "writing" includes an email sent from the usual business email address of the Accountable Officer.

10. ASSIGNMENT & SUBCONTRACTING

- 10.1 The Provider shall not assign its rights, or sub-contract its rights or obligations under this Agreement without the prior written consent of HESA.
- 10.2 HESA's rights and obligations under this Agreement shall transfer automatically without the permission of the other party to any successor body.
- 10.3 The Provider may supply data to HESA through a third party, including but not limited to any company owned by or within the same group of companies as the Provider, provided HESA gives written consent in advance to such supply, such consent not to be unreasonably withheld.
- 10.4 If the Provider engages any sub-contractor which has access to personal data processed under or in connection with the Agreement, the Provider must impose on its sub-contractor obligations which meet the requirements set out in Article 28 of the General Data Protection Regulation.
- 10.5 HESA may subcontract its obligations under the Agreement in compliance with Data Protection Legislation and will provide details of such subcontractors to the Provider on reasonable request.

11. PUBLICITY

- 11.1 The Provider shall not without the prior written consent of HESA (not to be unreasonably withheld) communicate by way of press release or otherwise to any third party anything which relates to the services provided under this Agreement, save as is necessary for its execution.

12. SUBSCRIPTION TO HESA AS A REQUIREMENT OF THE PRIMARY REGULATOR/FUNDER

- 12.1 The Provider acknowledges that:
- 12.1.1 failure to submit data to HESA in accordance with this Agreement; or
 - 12.1.2 any other breach of the Provider's obligations under this Agreement may result in lawful termination of this Agreement; and
 - 12.1.3 consequent loss of the Provider's status as a HESA Subscriber may result in the Provider being in breach of the requirements of its Primary Regulator/Funder.
- 12.2 The Provider acknowledges and agrees that HESA has no liability or responsibility for the consequences of the Provider's breach of this Agreement referred to in clause 12.1 unless the Provider's breach is entirely due to the actions of HESA.

- 12.3 HESA shall be entitled to share with the Primary Regulator/Funder (or third parties nominated by the Primary Regulator/Funder) any information about the Provider and this Agreement which HESA reasonably considers to be relevant to the statutory or public functions of the Primary Regulator/Funder. This may include but is not limited to information about any of the following matters:
- 12.3.1 any termination of this Agreement by either party, together with information as the basis for the termination and details of all relevant circumstances or matters;
 - 12.3.2 any reasonable concerns that the Provider will fail to deliver data to HESA on time;
 - 12.3.3 any failure to deliver data to HESA or any late delivery of data;
 - 12.3.4 any failure to respond promptly to correspondence or communications from HESA which results in HESA being concerned as to the Provider's ability to comply or intention of complying fully with this Agreement;
 - 12.3.5 any concerns regarding the Provider's compliance with the Data Protection Legislation;
 - 12.3.6 any significant concerns regarding the Provider's compliance with the HESA Operational Documentation or the Supplier Side Code of Practice for Higher Education Data Collections; including for the avoidance of doubt updates on and the outcome from any investigation undertaken by HESA;
 - 12.3.7 any concerns regarding the quality of data in the Provider Data Submission as provided for in clause 2.11;
 - 12.3.8 any information required by the Primary Regulator/Funder regarding the performance of the Provider in submitting data to HESA; or
 - 12.3.9 where HESA is considering exercising its termination rights under clauses 14.1, 14.2, 14.4 or 14.5 and the reasons for that consideration. For the avoidance of doubt, any notification within this clause 12.3 shall not be a breach of clause 8.

13. CONSEQUENCES OF BREACH

- 13.1 Where HESA reasonably considers that the Provider is or may be in breach of clauses 2.5, 2.12.2, 2.12.3, 6.5 or 7 it may:
- 13.1.1 suspend the Provider's rights of access to HESA systems; and/or
 - 13.1.2 suspend the Collection Cycle in respect of the Provider and the Provider Data Submission.

- 13.2 Where HESA takes action under clause 13.1, it shall investigate the breach or potential breach as quickly as reasonably possible in order to determine whether the circumstances constitute a material breach and what action, if any, HESA wishes to take under clause 14 below.
- 13.3 Where HESA concludes that a breach has taken place but this is not material, it shall notify the Provider of any actions it requires the Provider to take to remedy the breach or to avoid similar breaches in the future and the Provider shall comply with any such reasonable request.
- 13.4 Where the Provider fails to submit the Provider Data Submission, or any Required Data Collection within it, on time or in compliance with clauses 2.8 and 2.9, HESA may, in its absolute discretion:
- 13.4.1 refuse to accept late delivery of the Provider Data Submission or part thereof, in which case the Provider's Data shall not be included in any datasets, reports or analysis created by HESA. In these circumstances the Provider shall not be entitled to any refund of the Subscription Fee or any other payment; or
 - 13.4.2 subject to consultation with the Primary Regulator/Funder, permit the Provider to make a late supply of the Provider Data Submission or part thereof, subject to an additional fee which may be levied by HESA in accordance with the charges published on HESA's website; or
 - 13.4.3 permit the Provider to make a Fixed Database Submission in respect of the Provider Data Submission or part thereof. Use of this facility is only available to a Provider with the express authorisation of the Primary Regulator/Funder and subject to payment by the Provider of an additional fee as specified by HESA in accordance with the charges published on HESA's website.
- 13.5 Where the Provider Data Submission, or any Required Data Collection within it, contains a material error or omission or fails to pass either HESA or the Primary Regulator/Funder's quality assurance processes or has not been submitted in accordance with clauses 2.8 and 2.9:
- 13.5.1 HESA shall be entitled to delete the Provider Data Submission or any part thereof from its systems entirely and/or exclude it from the data delivered to the Primary Regulator/Funder and other Statutory Customers; and
 - 13.5.2 on the request of the Primary Regulator/Funder HESA may process a Fixed Database Submission for the Provider to replace the Provider Data Submission. The processing of a Fixed Database Submission for the Provider shall be subject to payment by the Provider of an additional fee as specified on the HESA website; or

- 13.5.3 the Provider may request HESA to process a Fixed Database Submission, provided that use of the Fixed Database on this basis is only available to a Provider with the express authorisation of the Primary Regulator/Funder and subject to payment by the Provider of an additional fee in accordance with the charges published on HESA's website;.
- 13.6 Notwithstanding clauses 13.4.2 and 13.5.2 due to the later availability of the Fixed Database HESA publications and information provision for All Permitted Purposes may not be based on the corrected version of the Provider Data Submission until such time as the Fixed Database is closed and HESA is able to take the necessary operational measures to use the corrected data. HESA is not under any obligation to update its publications or information supplies which have been published or supplied prior to the operational measures having been put in place.
- 13.7 For the avoidance of doubt, the provisions in clauses 13.4 and 13.5 for HESA to accept late Provider Data Submissions or operate a Fixed Database in relation to a Provider Data Submission are subject to the discretion and permission of HESA and the Primary Regulator/Funder as described in those clauses. The Provider acknowledges and accepts that where clause 13.4 and/or 13.5 applies, it has breached clauses 2.8 and 2.9 of this Agreement and, where clause 13.4.1 or 13.1.1 applies, the Provider may then be in breach of the requirements of the Primary Regulator/Funder. The provisions of clause 15.4 and 13.5 are without prejudice to HESA's rights under clause 14 of this Agreement.
- 13.8 Clauses 13.1 to 13.7 are without prejudice to any action which may be taken by the Primary Regulator/Funder.

14. TERMINATION

- 14.1 Where the Provider commits a material breach of contract, HESA may in its absolute discretion:
- 14.1.1 give the Provider written notice that such breach must be remedied within 7 (seven) days, giving such directions as HESA considers appropriate as to how that breach should be remedied; or
- 14.1.2 if HESA reasonably considers that the breach is irremediable, terminate this Agreement immediately without liability by serving a notice of termination on the other parties.
- 14.2 HESA may also terminate this Agreement immediately without liability by serving a notice of termination on the other parties if the Provider has failed to remedy a breach in accordance with a notice under clause 14.1.1.
- 14.3 For the avoidance of doubt, the following shall always be regarded as a material breach of contract: any breach of clause 7 and any breach of clauses 2.8 and 2.9 if HESA has reasonable grounds for believing that any employee or agent of the Provider intended data to be submitted in breach of that clause.

- 14.4 HESA may terminate this Agreement without liability with immediate effect by serving a notice of termination on the other parties if:
- 14.4.1 an Insolvency Event occurs in relation to the Provider, provided that in deciding in its absolute discretion whether to exercise the right under this clause 14.4.1 HESA shall consider:
 - 14.4.1.1 the impact on HESA, on the Primary Regulator/Funder, HESA's other customers and any other relevant third parties of not continuing with this Agreement; and
 - 14.4.1.2 the impact on the Provider of either continuing with the Agreement or terminating it, including in particular the nature and extent of the burdens which would fall on the Provider if this Agreement continues notwithstanding the Insolvency Event;

to be determined through such consultation with those parties, including the Provider, as HESA in its absolute discretion considers appropriate;
 - 14.4.2 the Provider fails to pay any amount due under this Agreement by the due date for payment and remains in default not less than 10 days after being notified in writing that such payment is overdue
 - 14.4.3 the Provider ceases, or threatens to cease, to carry out business;
 - 14.4.4 the Primary Regulator/Funder no longer requires the Provider to subscribe to HESA;
 - 14.4.5 HESA determines, in its own absolute discretion but acting in good faith, that the Provider is acting or has acted in a manner materially prejudicial to HESA's goodwill and reputation;
 - 14.4.6 the Provider or any employee or agent therefore commits a Prohibited Act; or
 - 14.4.7 HESA ceases to act as the primary collector of data on behalf of the Primary Regulator/Funder.
- 14.5 HESA may terminate this Agreement without liability by serving a notice of termination and providing 6 months' notice.
- 14.6 The Provider may terminate this Agreement without liability by serving a notice of termination on the other parties if HESA commits a material breach of contract and in the sole and reasonable opinion of the Provider this is irremediable or (if such breach is remediable) has not been properly remedied within 7 days of written notice of the remediable breach being given by the Provider.

- 14.7 The Provider may terminate this Agreement without liability with immediate effect by giving written notice to the other parties if:
- 14.7.1 HESA ceases to act as the primary collector of data on behalf of the Primary Regulator/Funder; or
 - 14.7.2 the Provider is notified by the Primary Regulator/Funder that it is no longer required to subscribe to HESA;
 - 14.7.3 HESA or any employee or agent thereof commits a Prohibited Act; or
 - 14.7.4 an Insolvency Event occurs in relation to the Provider.
- 14.8 Clause 14.7 does not affect or release the Provider from any obligations imposed on the Provider by the Primary Regulator/Funder that continue to apply to the Provider and is without prejudice to any action which may be taken by the Primary Regulator/Funder in respect of a failure to comply with such obligations.

15. CONSEQUENCES OF TERMINATION

- 15.1 Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination provided that upon the date of termination the Subscription Fee due from the Provider to HESA shall become immediately payable.
- 15.2 Any Provider Information collected by HESA in connection with:
- 15.2.1 a previous subscription agreement entered into by HESA and the Provider;
 - 15.2.2 a Statutory Subscriber Category under this Agreement;
 - 15.2.3 Graduate Outcomes Opt-In Questions;
 - 15.2.4 Estates Management Records (for English Providers) Optional Services Category
- which is held by HESA at the time of termination shall not be required to be deleted and shall be retained and may be processed in accordance with the Data Protection Legislation.
- 15.3 Any provision of this Agreement that expressly or by implication is intended to come into or remain in force on or after termination, for any cause, or expiry of this Agreement, including the provisions of:
- 15.3.1 this clause 15 (Consequences of Termination);
 - 15.3.2 clause 1 and Schedule 1 (Definitions and Interpretation);
 - 15.3.3 clause 2.4, and clause 2.7 (Payment and Invoicing)

- 15.3.4 clause 4 (Use of Provider Information by the Primary Regulator/Funder for UNISTATS Publication and NSS);
- 15.3.5 clause 5 (Use of Provider Information by HESA and others with a Statutory Power to Request and Process Provider Information);
- 15.3.6 clause 6 (Intellectual Property Rights)
- 15.3.7 clause 7 (Data Protection);
- 15.3.8 clause 10 (Alternative Dispute Resolution);
- 15.3.9 clause 11 (Publicity);
- 15.3.10 clause 19 (Liability);
- 15.3.11 clause 20 (Notices); and
- 15.3.12 clause 21 (General),

shall continue without limit in time and remain in full force and effect.

- 15.4 In particular but without limitation to the generality of clause 15.3, clause 15.3.5 shall mean that following termination of this Agreement and regardless of the reason for such termination, the Primary Regulator/Funder and Statutory Customers may continue to use or process any Provider Information shared with them by HESA pursuant to this Agreement (including disclosure of that data to third parties) provided that such use is in accordance with this Agreement, and that HESA, is satisfied that the processing is in accordance with the HESA Collection Notices and the Data Protection Legislation.
- 15.5 For the avoidance of doubt, nothing in this Agreement shall require HESA to process data if it considers that such processing would not be in accordance with the Permitted Purposes, the HESA Collection Notices or the Data Protection Legislation.

16. FREEDOM OF INFORMATION LEGISLATION

- 16.1 The Provider acknowledges that information collected or generated pursuant to this Agreement will be held by one or more organisations which are subject to the Freedom of Information Legislation.

17. BRIBERY AND FRAUD

- 17.1 The parties warrant that they understand their obligations under the Bribery Act 2010 and shall comply with those obligations.
- 17.2 No party nor any employee or agent of that party shall offer, give or agree to give to another party, its staff or agents any inducement or reward for doing or refraining from doing or having done or refrained from doing any act in relation to

the obtaining or execution of this Agreement or any other agreement or for showing or refraining from showing any favour or disfavour to any person in relation to this Agreement or any other agreement.

18. ALTERNATIVE DISPUTE RESOLUTION

- 18.1 This clause applies to any dispute arising between the Provider and HESA in connection with this Agreement, including for the avoidance of doubt any dispute as to whether HESA has complied with a duty under this Agreement to act reasonably.
- 18.2 Where a dispute as referred to in clause 18.1 arises from a concern or complaint on the part of the Provider, the Provider shall refer the matter to be considered within HESA's complaints process as published on its website and as amended from time to time. If the Provider remains dissatisfied with HESA's position following completion of this process, the provisions of clause 18.3 shall apply.
- 18.3 This clause 18.3 and, if applicable, clauses 18.4 and 18.5, apply either where a dispute as referred to in clause 19.1 arises from a concern or complaint on the part of HESA, or where the Provider remains dissatisfied with HESA's position following completion of HESA's complaints process under clause 18.2. Directors or other senior representatives of each party with authority to settle the dispute will, within 10 working days of a written request from one party to the others, meet in a good faith effort to resolve the dispute.
- 18.4 If the dispute is not resolved following the meeting held in accordance with paragraph 19.3 the Parties will within 15 working days of a written request from one Party to the other attempt to settle the dispute through a meeting of the Chief Executive of HESA and the Accountable Officer who shall meet in a good faith effort to resolve the dispute.
- 18.5 If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ("ADR notice") to the other parties to the dispute requesting a mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 20 working days after the date of the ADR notice.
- 18.6 No party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.
- 18.7 Nothing in this paragraph shall prevent any party seeking a preliminary injunction or other judicial relief at any time, if in its judgement such action is necessary to prevent irreparable damage.

19. LIABILITY

- 19.1 HESA has no obligations to the Provider, whether in contract, tort, breach of statutory duty or otherwise, beyond its obligations expressly set out in this Agreement.
- 19.2 HESA shall have no liability (however caused) for any loss of profit, business, contracts, revenues, increased costs or expenses or any indirect or consequential loss arising under this Agreement.
- 19.3 Subject to clause 19.4 the total aggregate liability of HESA to the Provider in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, any loss or damage of any kind arising from this Agreement shall not in any event exceed the charges paid or payable by the Provider to HESA in accordance with this Agreement in the HESA Subscription Period to which the claim relates.
- 19.4 HESA does not exclude or limit liability to the Provider for:
- 19.4.1 death or personal injury caused by negligence;
 - 19.4.2 any matter for which it would be unlawful for the parties to exclude liability.

20. NOTICES

- 20.1 Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service providing proof of delivery to:

HESA: Higher Education Statistics Agency Limited
95 Promenade
Cheltenham
GL50 1HZ

marked for the attention of the Chief Executive and must be copied by email to legal@hesa.ac.uk and liaison@hesa.ac.uk in respect of a Personal Data Breach (with Notification of Personal Data Breach included in the title of the email).

The Provider: marked for the attention of the Head of Provider at its address stated on page 1; and where the notice relates to a Personal Data breach it must be copied by email to the Providers Registered Data Protection Officer;

or as amended from time to time by notice in accordance with this clause.

- 20.2 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or otherwise at 9.00 am on the second working day after posting.

21. GENERAL

- 21.1 Nothing in this Agreement shall constitute a partnership, joint venture or other co-operative entity between any of the parties.
- 21.2 No delay or omission by any party in exercising any right, power or remedy provided by law or under this Agreement shall affect that right, power or remedy or operate as a waiver of it. The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.
- 21.3 Without prejudice to clause 2.16 to 2.19 of this Agreement, each party warrants and undertakes that it has the capacity and full legal authority to enter into this Agreement, this Agreement has been executed by its duly authorised representative, the making of this Agreement does not conflict with any of its existing obligations and once signed, this Agreement shall constitute its legal, valid and binding obligations.
- 21.4 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any accrued rights, powers and remedies.
- 21.5 The Parties acknowledge that this Agreement contains the whole agreement between them in relation to the subject matter of this Agreement and this Agreement supersedes any prior agreement between the parties whether written or oral.
- 21.6 Each Party acknowledges and agrees that it has not relied upon and shall have no right or remedy in respect of, any representation, statement, warranty, undertaking, promise or assurance other than as expressly stated in the Agreement. Nothing in this clause is intended to limit or exclude any party's liability for fraud or fraudulent misrepresentation.
- 21.7 If at any time any provision of this Agreement is or becomes illegal, invalid, unenforceable or unreasonable in any respect under the law of any jurisdiction it shall, to the extent of such illegality, invalidity, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.
- 21.8 If any party ("the Restricted Party") is prevented from complying with its obligations under this Agreement due to an event beyond its reasonable control which cannot be reasonably foreseen, or if foreseeable, cannot be avoided ("Force Majeure Event") then the following provisions apply:

- 21.8.1 Upon giving prompt notice of the nature and extent of the circumstances in question to the other party (the "Non-restricted Party") it shall be excused from performance to the extent of the prevention, restriction or interference, subject only to paragraph 21.8.3.2.
- 21.8.2 Should the non-performance continue such that the ability of the Non-Restricted Party to fulfil their functions or responsibilities to others is significantly affected notwithstanding both parties' compliance with clause 21.9.3 and the parties are unable to agree a solution to the situation through amendment to this Agreement or otherwise, subject to clause 21.9.3 the Non-Restricted Party may terminate this Agreement by immediate written notice to the Restricted Party.
- 21.8.3 Notwithstanding the provisions of clauses 21.9.1 to 21.9.2 both parties shall:
- 21.8.3.1 use their reasonable endeavours to continue to perform their obligations under this Agreement for the duration of a Force Majeure Event; and
- 21.8.3.2 where a Force Majeure Event has a significant effect on the ability of the Non-Restricted Party to fulfil its functions or responsibilities as described in paragraph 21.7, before the Non-Restricted Party may terminate this Agreement as provided for in paragraph 21.7 both parties must use their reasonable endeavours to reach an alternative solution to termination. The alternative solutions to be considered in these circumstances shall include but not be limited to suspending this Agreement for the remainder of any Collection Cycle in which the Force Majeure Event occurred or which is affected by the Force Majeure Event or for any other appropriate period, on the basis that the suspension will cease and the parties will resume their rights and obligations under the Agreement in relation to future Collection Cycles following resolution of the Force Majeure Event.
- 21.9 Save as expressly provided in this Agreement, the parties do not intend that any term of this Agreement shall be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party.
- 21.10 This Agreement shall be governed by and construed in accordance with the laws of England & Wales and all parties irrevocably agree and submit to the exclusive jurisdiction of the courts of England & Wales.

22. EXECUTION OF THIS AGREEMENT

22.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

22.2 The following shall take effect as delivery of an executed counterpart of this agreement:

22.2.1 This agreement or a counterpart of this agreement; or

22.2.2 the signature page of this agreement or of a counterpart of this agreement;

where it is transmitted through a digital signature programme to a party to this agreement following electronic signature by another party using that digital signature programme.

22.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

22.4 The Provider acknowledges and accepts that the digital signature system will track and retain the Personal Data of individuals who use the system. Such Personal Data is retained within the digital signature system and may be accessed by HESA only for the purposes of monitoring progress towards signature of this Agreement and for standard records management and audit. The Provider and the Primary Regulator/Funder shall be responsible for notifying the retention and use of such Personal Data to individuals employed or engaged by them as necessary to ensure compliance with the fair processing requirements within the Data Protection Legislation.

SIGNATURE PAGE

Signed for and on behalf of HESA

Name _____

Position _____

Date _____

Signed for and on behalf of the Provider

Name _____

Position _____

Date _____



SCHEDULE 1

DEFINITIONS

1. DEFINITIONS

1.1 In this Agreement the following terms and phrases shall have the following meanings:

"Academic Research"	As defined in the Frascati Manual 2015
"Accountable Officer"	For English higher education providers, the individual who has been identified as the Provider's accountable officer. For higher education providers based in other UK countries the Accountable Officer shall be the chief executive of the provider or individual fulfilling an equivalent role within the provider.
"Agreement"	This agreement.
"All Categories of Onward Use of Data"	The Category A Permitted Purpose, Category B Permitted Purpose and the Category C Permitted Purpose.
"All Permitted Purposes"	The Statutory Permitted Purposes, the Graduate Outcomes Permitted Purposes, the Category A Permitted Purpose, Category B Permitted Purpose and the Category C Permitted Purpose.
"Approved"	The Office for Students (OfS) registration category for English registered providers that are not subject to a mandatory fee limit condition under section 10 of HERA
"Approved (fee cap)"	The Office for Students (OfS) registration category for English registered providers that are subject to a mandatory fee limit condition under section 10 of HERA.
"Category A Permitted Purpose"	The use of Provider Information for the following purposes: a) Sharing with higher education providers and/or their Processors; b) Sharing with higher education sector representative bodies and other sector bodies for their functions; c) Sharing with higher education providers staff and/or students for Academic Research; d) Sharing with researchers for Academic Research; e) Sharing with professional, statutory or regulatory bodies who require Provider Information for their functions and do not have a statutory power to collect data directly from HESA or higher education providers;

	<p>f) Sharing with Jisc to provide products and services for the benefit of higher education providers and the higher education sector for example Analytics Labs; and</p> <p>g) Sharing with non-departmental public bodies.</p> <p>HESA may share information using a number of different methodologies including but not limited to Heidi Plus, data visualisation products, analytical products and bespoke data extracts and reports.</p>
“Category B Permitted Purpose”	<p>The use of Provider Information for the following purposes:</p> <p>a) Sharing with graduate recruiters to enable them to ensure diversity of job applicants, target recruitment to relevant courses and/or monitor equal opportunity compliance;</p> <p>b) Sharing with higher education league table producers;</p> <p>c) Sharing with school, college and higher education comparison websites;</p> <p>d) Sharing with organisations that provide services to students e.g. student loans.</p> <p>HESA may share information using a number of different methodologies including data visualisation products, analytical products and bespoke data extracts and reports.</p>
“Category C Permitted Purpose”	<p>The use of Provider Information for the following purposes:</p> <p>a) Sharing with schools, colleges and other education providers researching progression into HE</p> <p>b) Sharing with press and the media to enable them to research stories and articles about higher education</p> <p>c) Sharing with organisations undertaking commercial research to understand the student customer markets. For the avoidance of doubt, such research would not permit direct marketing or authorise any recipients to identify, make decisions about or contact data subjects.</p> <p>d) Sharing with international governments and bodies researching UK Higher Education to enable them:</p> <ol style="list-style-type: none"> I. to understand the UK higher education regulatory, quality and funding architecture. II. to understand the outcomes of international students studying in the UK. <p>HESA may share information using a number of different methodologies including data visualisation products, analytical products and bespoke data extracts and reports.</p>
“Categories of Onward Use of Data”	Category A Permitted Purpose, Category B Permitted Purpose and Category C Permitted Purpose

"Cohort(s)"	A group of Graduates listed in the Population Data with graduation end dates in specified time periods within a Graduate Outcomes Survey Year as set out in the HESA Operational Documentation. It is anticipated that there will be cohorts A - D in any Graduate Outcomes Survey Year plus any additional cohorts specified by the Primary Regulator/Funder from time to time.
"Collection Cycle"	The timetable and process requirements of the relevant Data Collection.
"Commencement Date"	Has the meaning given in Clause 3.1
"Confidential Information"	Any information in respect of which one party has given to the other party a specific indication that it should be regarded as confidential or commercially sensitive. The Provider Data Submission will not be regarded as Confidential Information.
"Contact Data Records"	The contact details of the Graduates listed in the Population Data and provided by the Provider or for English FEC's only on behalf of the Office for Students as updated from time to time by the Provider or for English FECs only the OfS.
"Core Terms"	The terms of this Agreement that apply to all Statutory Subscriber Categories.
"Coverage"	The population for which the Provider is required to supply the data fields which comprise the Required Data Collections for the Relevant Subscriber Category(s) as specified in the HESA Operational Documentation.
"Cut-Off Date"	The deadline for the selection of Opt-In Questions by the Provider, being the date published in the HESA Operational Documentation for the relevant Graduate Outcomes Survey Year.
"Data Collection"	A group of data fields relating to particular categories of higher education course, higher education student, or higher education provider and/or particular categories of information defined in the HESA Operational Documentation.
"Data Dissemination Period"	Will be set by HESA from time to time to take into account relevant changes to collection schedules. These are currently the following: Data Dissemination Period 1: 1 August- 30 November Data Dissemination Period 2: 1 December- 31 March Data Dissemination Period 3: 1 April- 31 July
"Data Deletion Administration Fee"	The fee for deleting data which shall be calculated by HESA taking into account the nature and the scale of the data required to be deleted.

"Data Protection Legislation"	All applicable data protection and privacy legislation, regulations and guidance including Regulation (EU) 2016/679 (the "General Data Protection Regulation" or "GDPR") and the Privacy and Electronic Communications (EC Directive) Regulations including any law based on or seeking to enact essentially any equivalent provisions in the United Kingdom to the GDPR and any applicable guidance or codes of practice issued by the European Data Protection Board or Information Commissioner from time to time (all as amended, updated or re-enacted from time to time).
"Designated Teach Out"	Providers not registered with the Office for Students, with courses designated for student support by the Office for Students for the purposes of teaching out existing students.
"EMR Subscription Fee"	The amount payable annually by the Provider to HESA as published on the HESA website
"English Providers"	Providers required to subscribe to HESA by their Primary Regulator/Funder and who fall within the following Statutory Subscriber Categories: a) Approved b) Approved (Fee cap) c) Designation for Teach Out d) Limited Designation e) FEC (England)
"FEC"	Further Education College
"Fixed Database"	The database which may open following the closure of a live Data Collection to enable a Fixed Database Submission to be completed and made available in accordance with the relevant HESA Collection Notice.
"Fixed Database Submission"	A late or additional submission of any or all Required Data Collections in order that failure to meet required timetables for submission or failures to meet quality requirements in the data can be rectified.
"Freedom of Information Legislation"	Any or all of the Environmental Information Regulations 2004, the Environmental Information (Scotland) Regulations 2004, the Freedom of Information Act 2000 or the Freedom of Information (Scotland) Act 2002, or any subsequent legislation which amends or replaces them.
"Graduates"	Graduates of the Provider's higher education courses who graduated within the relevant Graduate Outcomes Survey Year.
"Graduate Outcomes Collection Notice"	The Graduate Outcomes collection notice as published on the HESA Website and updated from time to time.

“Graduate Outcomes Dashboard Data”	The survey response rates and SIC and SOC coding for Graduates made available in the Portal’s dashboard. The SIC and SOC coding may be subject to change during the relevant Graduate Outcomes Survey Year.
“Graduate Outcomes Data”	The Graduate Outcomes Dashboard Data and the Graduate Outcomes Results.
“Graduate Outcomes Final Data Delivery”	The final version of the Graduate Outcomes Results for the relevant Graduate Outcomes Survey Year. The format, content and delivery method shall be at the sole discretion of HESA.
“Graduate Outcomes Permitted Purpose”	<p>The use of any Provider Information for the following purposes:</p> <ul style="list-style-type: none"> a) to perform the functions and services set out in the Core Terms of this Agreement and Schedule 4 (Graduate Outcomes as a Requirement of Statutory Subscriber Category); b) to share with the Primary Funding/Regulatory Body c) to undertake research to enhance HESA’s statutory statistical outputs, support integration with other data sources, assist policy making, direct HESA’s quality assurance approach, deliver technical support to Statutory Customer data users, support review of statutory collections and develop expertise and/or tools to support the sector in complying with regulatory requirements; d) to produce and publish statistical publications including Open Data required by the HE Funding/Regulatory Body; e) to make data available to Office for National Statistics (ONS), Northern Ireland Statistics and Research Agency (NISRA), and National Records of Scotland (NRS) f) to facilitate research through making data available through the ONS Secure Research Service; g) to facilitate research through making data available through the Department for Education and the devolved governments of the United Kingdom; and h) to share with Statutory Customers or other customers who have a statutory power to request and process Provider Information for their public functions.
“Graduate Outcomes Results”	Results of the Graduate Outcomes Survey in relation to the Graduates, including responses to the core questions and Opt-In Questions (where applicable). The format, content and delivery method shall be at the discretion of HESA.
“Graduate Outcomes Survey”	HESA’s survey of all graduates who fall within the population specified for the relevant Contact Period consisting of a series of core questions and opt-in questions selected by providers or mandated by Statutory Customers.

“Graduate Outcomes Survey Year”	1 December to 30 November
“Graduate Outcomes Opt-In Questions”	"Opt-In" question banks selected by the Provider to be asked of their Graduates during the Graduate Outcomes Survey.
“HE Providers”	Providers of higher education
“Heidi Plus”	The web-based business information system developed by HESA to provide a wide range of HESA and non-HESA data content, visualisations and analytical functionality.
“HERA”	Higher Education and Research Act 2017
“HESA Collection Notices”	Means the Graduate Outcomes Collection Notice, Staff Collection Notice and Student Collection Notice.
“HESA Identity System”	Means the system used by HESA to enable Providers to manage access by their Personnel to the HESA data collection and data dissemination systems.
“HESA Identity System Terms and Conditions”	Means the terms and conditions required to be accepted for a role before a Provider is able to grant access to its Personnel
"HESA Operational Documentation"	The information published on the HESA Website for each Data Collection necessary for the supply of the Provider Data Submission to HESA as updated from time to time. For the avoidance of doubt the Provider will need to refer to the operational documents for each relevant individual Data Collection. Each Data Collection is ascribed a collection number and the documentation will make clear which collection number relates to which academic year.
"HESA Subscriber"	An organisation which has agreed to provide certain data to HESA and to pay the Subscription Fee in return for the benefits and services associated with the relevant subscriber category.
“HESA Subscriber Categories”	Statutory Subscriber Categories and Optional Services Subscriber Categories.
"HESA Website"	HESA's website located at http://www.hesa.ac.uk .

"IDS"	HESA's identity management system known as IDS.
"IDS Terms"	the terms and conditions applying to access to IDS.
"Insolvency Event"	<p>a) a winding up petition is presented or an application is made for the appointment of a provisional liquidator or an administrator or a receiver, or a notice of intention to appoint an administrator is filed at court, or a provisional liquidator or an administrator or an administrative receiver or a receiver, is appointed, or a scheme of arrangement or a voluntary arrangement is proposed, or any moratorium comes into effect;</p> <p>b) a shareholders' meeting is convened for the purpose of considering a resolution to wind up (except for a members' voluntary liquidation exclusively for the purposes of a bona fide solvent reconstruction or amalgamation and where the resulting entity agrees to be bound by, or assumes, the obligations of such insolvent party under this Agreement) a resolution to wind up is passed or a winding up order is made;</p> <p>c) a party to this Agreement is unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>d) an encumbrancer takes possession of, or a receiver, administrative receiver or similar officer is appointed over, the whole or any part of a party's business or assets or any other similar process in any relevant jurisdiction which has a similar or analogous effect.</p>
"Intellectual Property Rights"	Copyrights and related rights, registered and unregistered design rights, database rights, patents, rights to inventions, know-how or trade secrets (whether patentable or not), trade and domain and business names, logos and devices, trade and service marks, moral rights or similar intellectual property rights (whether registered or unregistered and wherever in the world enforceable) together with any extensions, revivals or renewals thereof, and all pending applications therefore and rights to apply for any of the foregoing in each case as may now or in the future exist anywhere in the world.
"Limited Designation"	Providers not registered with the Office for Students, with courses designated for student support by the Office for Students while a registration assessment is ongoing.
"Losses"	Any and all losses, liabilities, costs, claims, proceedings, actions, judgments, damages and expenses including (without limitation) any awards and/or penalties or fines imposed by any regulator including the Information Commissioner to the extent recoverable at law (and

	any associated costs thereto) and any legal and other professional fees, consultancy fees and expenses on a full indemnity basis.
“Non-Academic Staff Subscription”	The optional subscription provided by HESA to facilitate the voluntary submission by English Providers of non-academic staff data for inclusion in the Staff Record and for the onward sharing of such data.
“Non-Academic Staff Subscription Fee”	The amount payable annually by the Provider to HESA as published on the HESA website
“NSS”	The National Student Survey.
“Open Data and Official Statistics”	The suite of information and dissemination activities which are provided by HESA as part of its Statutory Subscriber Categories activities.
“Opt-In Questions”	"Opt-In" question banks selected by the Provider to be asked of their Graduates during the relevant Graduate Outcomes Survey year.
“Opt-In Questions Fee”	The amount payable as set out in the HESA Operational Documentation for the Opt-In Questions selected by the Provider within the Portal for the relevant Graduate Outcomes Survey Year.
“Opt-In Questions Payment Date”	The date specified on the HESA Website.
“Optional Services Subscriber Categories”	The optional services set out in Table B as supplemented by HESA from time to time.
“Personnel”	in relation to a party means individuals acting on that party's behalf including employees, contractors, agents and other persons authorised by a party in relation to the matters covered by this Agreement.
“Population Data”	The Provider's Graduate population required by the Primary Regulator/Funder to be surveyed by HESA in relation to the relevant Graduate Outcomes Survey Year including individual identifiers, name, subject and course attributes and date of graduation.
“Portal”	the portal provided by HESA for the purposes of the Graduate Outcomes Survey which includes the selection of Opt-In Questions in accordance with this Agreement.

“Primary Regulator/Funder”	[Insert name and address of Primary Regulator/Funder as applicable]
“Provider Preview”	<p>The process by which HESA or its Processors provides an advance preview of data to be released to third parties under Category A Permitted Purpose, Category B Permitted Purpose, Category Permitted Purpose C and paragraphs (f) and (g) of the Statutory Permitted Purpose where in HESA’s reasonable opinion the proposed data usage falls within one or more of the following criteria:</p> <ul style="list-style-type: none"> a) high profile b) publicly compares higher education providers c) part of the UK performance indicators d) is being used by organisations to calculate subscription fees; and e) trade unions for the purposes of monitoring staff pay and conditions in higher education <p>Details of how the process will work will be set out in the HESA Operational Documentation and updated from time to time.</p>
“Legal Basis for Requiring Submission of Data to HESA”	As described in the HESA Operational Documentation
"Prohibited Act"	Any act which constitutes an offence under the Bribery Act 2010, which contravenes clause 17 or which is an offence under legislation or common law provisions in respect of fraudulent acts, to the extent that such acts relate to this Agreement or any other Agreement with HESA.
"Provider Data Submission"	The data which the Provider is required to submit under this Agreement in respect of the Required Data Collections and in accordance with the Coverage for the Relevant Subscriber Category(s).
"Provider Information"	The Provider Data Submission and any information (including personal data) received by HESA from a source other than the Provider which relates to the Provider including without limitation its Staff, Students and Graduates.
“Registered Data Protection Officer”	The Data Protection Officer for the Provider registered with HESA to be the point of contact for the Provider in respect of Data Protection issues and to receive notices in respect of any Personal Data Breach.
“Regulatory Notice”	A notice issued by the Primary Regulator/Funder setting out its data requirements and or guidance for higher education providers.

“Reporting Year”	The period 1 August to 31 July.
"Required Data Collections"	The collections of data which the Provider is required to supply pursuant to this Agreement, as identified in Schedule 3.
“Service Providers”	HESA's service providers supporting the Graduate Outcomes Survey.
“SIC”	Standard Industrial Classification.
“SOC”	Standard Occupational Classification.
"Statutory Customer"	a Government or statutory body within the UK with responsibility for higher education policy and the regulation of funding or for, and the provision of, higher education in the UK or particular parts of the UK as specified in the HESA Operational Documentation.
"Statutory Customer Agreement"	An agreement between HESA and a Statutory Customer for the provision of data by HESA to the Statutory Customer.
“Statutory Subscriber Category”	The categories of subscribers required by the UK HE funding/regulatory bodies to submit data to HESA as specified in Table A on the cover of this Agreement and defined in Schedule 3. References to the relevant Statutory Subscriber Category are as applicable to Provider under this Agreement as set out or marked in table A. The Statutory Subscriber Categories offered by HESA may be amended from time to time on the request of the UK HE funding/regulatory bodies.
“Statutory Permitted Purpose”	<p>The use of any Provider Information for the following purposes:</p> <ul style="list-style-type: none"> a) to perform the functions and services set out in the Core Terms of this Agreement; b) to share with the Primary Funding/ Regulatory Body; c) to undertake research to enhance HESA's statutory statistical outputs, support integration with other data sources, assist policy making, direct HESA's quality assurance approach, deliver technical support to Statutory Customer data users, support review of statutory collections and develop expertise and/or tools to support the sector in complying with regulatory requirements; d) to produce and publish statistical publications including Open Data required by the HE Funding/Regulatory Body; e) to make data available to Office for National Statistics (ONS), Northern Ireland Statistics and Research Agency (NISRA), and National Records of Scotland (NRS) f) to facilitate research through making data available through the ONS Secure Research Service;

	<p>g) to facilitate research through making data available through the Department for Education and the devolved governments of the United Kingdom; and</p> <p>h) to share with Statutory Customers or other customers who have a statutory power to request and process Provider Information for their public functions.</p>
"Security Incident"	An actual, suspected or threatened unauthorised exposure, access, disclosure, use, communication, deletion, revision, encryption, reproduction or transmission of any personal data contained within the Provider Information or unauthorised access or attempted access or apparent attempted access (physical or otherwise) to any personal data therein.
"Staff Collection Notice"	The HESA staff collection notice as published on the HESA Website and updated from time to time.
"Student Collection Notice"	The HESA student collection notice as published on the HESA Website and updated from time to time.
"Subscription Fee"	The amount payable by the Provider to HESA as calculated by HESA in accordance with the methodology published on the HESA website and/or the process set out in Schedule 3 for each Subscription Period.
"Subscription Period"	The periods defined on the HESA Website.
"Supply Side Code of Practice"	The code of practice developed by the Data Landscape Steering to provide an overarching set of data governance goals and principles for higher education providers to ensure consistent approach of all those involved in the collection and processing of higher education data. The code of practice can be found at https://www.hesa.ac.uk/innovation/data-landscape/Codes-of-practice/Supply-side
"Third Party Publication Criteria"	Any criteria set and applied by a third party to determine the scope of the data obtained from HESA which it will publish, in whole or in part, or include or reference in its publications.
"UNISTATS Dataset"	The dataset (or its successor collection) which is produced by HESA for a particular application year to help prospective higher education students make a decision about where and what to study it produced from a variety of data sources including data submitted by the Provider to HESA in respect of other collections, in accordance with this agreement which is required by the Primary Regulator/Funder for the UNISTATS Publication.

"UNISTATS Publication"	The publication by the Primary Regulator/Funder of information about providers of higher education, their courses and students on the UNISTATS Website.
"UNISTATS Publication Year"	The period of approximately twelve months running from a date in September to a date in the following September in which the UNISTATS Dataset will be published.
"UNISTATS Website"	The website accessible from http://UNISTATS.direct.gov.uk/ .
"VARIATION FORM"	A form substantially in the form of Schedule 10

- 1.2 The terms "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Process", "Processing" and "Special Category Data" shall have the meanings set out in the Data Protection Legislation.
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this Agreement includes the Schedules.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to writing or written does not include faxes or e-mail unless it is notifying of changes made to the HESA Operational Documentation.
- 1.11 "Or" shall be interpreted as meaning "and/or".
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

- 1.13 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.14 In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in the Schedules, the provision in the body of this Agreement shall take precedence.
- 1.15 If any of the parties to this Agreement is replaced by a successor body or has its relevant powers and responsibilities transferred to another body then references to it in this Agreement shall be taken to apply to its successor until such time as this Agreement can conveniently be updated to reflect the change, to the extent that the assignment or transfer of powers and responsibilities is permitted under clause 10.

SCHEDULE 2

HESA SUBSCRIBER CATEGORY

1. Providers are required to complete the submission of the required data collections notified to them under any previous agreement with HESA and with the exception of English FECs the terms of this agreement will apply to their ongoing submissions to these collections.
2. The table below sets out the data requirements associated with each HESA Subscriber Categories. The table shall be interpreted in accordance with paragraphs 3 to 5 below.

Statutory Subscriber Category	Required Data Collections
Approved	<p>AP Student Record, Graduate Outcomes, UNISTATS, Finance and AOR.</p> <p>In addition, the Provider may be required by the Primary Regulator/Funder to participate in NSS. NSS is not a Data Collection undertaken by HESA but is referred to here in order to give the Provider a full picture of data collections which are required.</p>
Approved (Fee Cap)	<p>Student Record or AP Student Record (depending on previous reporting practice), Provider Profile, Staff, Graduate Outcomes, UNISTATS, Finance, HEBCI, AOR and (if applicable) ITT.</p> <p>In addition, the Provider may be required by the Primary Regulator/Funder to participate in NSS. NSS is not a Data Collection undertaken by HESA but is referred to here in order to give the Provider a full picture of data collections which are required.</p>
Designation for Teach Out	AP Student Record only.
Limited Designation	AP Student Record only.
FECs (England)	Graduate Outcomes and UNISTATS from 2020/21 (C20061)
Full Subscriber (Scotland, Wales and Northern Ireland)	<p>Student, Staff, Provider Profile, Graduate Outcomes, UNISTATS, Finance, HEBCI, EMR and AOR.</p> <p>In addition, the Provider may be required by the Primary Regulator/Funder to participate in NSS. NSS is not a Data Collection undertaken by HESA but is referred to here in</p>

	order to give the Provider a full picture of data collections which are required.
Northern Ireland FECs	Graduate Outcomes and UNISTATS
Welsh FEC	<p>Student, Provider Profile, Graduate Outcomes, and UNISTATS.</p> <p>In addition, the Provider may be required by the Primary Regulator/Funder to participate in NSS. NSS is not a Data Collection undertaken by HESA but is referred to here in order to give the Provider a full picture of data collections which are required.</p>

The Coverage for which the data within the Required Data Collections must be provided will be specified in the HESA Operational Documentation.

- The required data collections for the Statutory Subscriber Category(s) may be amended by HESA at its absolute discretion taking into account the instructions/ requests of the Primary Regulator/Funder, provided that reasonable notice of the amendments is given. These requirements may also be confirmed to Providers by their Primary Regulator Funder issuing regulatory notices.
- In this Schedule 2 references to particular Data Collections within the Required Data Collections columns above are to those Data Collections as identified below and as further specified in the HESA Operational Documentation. The meaning of the abbreviated terms used above in this Schedule 3 are as follows:

UNISTATS - in this Schedule and Schedule 4 means the information which HESA needs to collect from an individual provider for preparation of the UNISTATS Dataset	Finance – Finance Data Collection
Student – Full Student Data Collection	AOR – Aggregate Offshore Record Data Collection
Staff – Staff Data Collection	EMR – Estates Management Record
PP – Provider Profile	HEBCI – Higher Education Business and Community Interaction
NSS – National Student Survey	ITT – Initial Teacher Training
Graduate Outcomes - Graduate Outcomes Collection	AP – Alternative Provider Student Data Collection

SCHEDULE 3

SUBSCRIPTION FEES

Subscription Fees

- 1 HESA's Subscription Fee for Statutory Subscriber Categories are outside the scope of VAT. Should this change VAT will be applicable at the prevailing rate.
- 2 HESA's Subscription Fee for Optional Services Subscriber Categories may be within the scope of VAT and where this is the case VAT will be applicable at the prevailing rate.
- 3 The Subscription Fee shall be determined in accordance with the provisions of this Schedule and charged at the rates published on the HESA website.
- 4 The HESA Board will review the Subscription Fee on a periodic basis and changes to the Subscription Fee once agreed by the Board will be published on the HESA website and notified to the Provider.

Process for determining the figure for the number of students being submitted to HESA

- 5 In the first year of this Agreement paragraph 6 will apply.
- 6 Where this paragraph applies the figure for the number of students which is used to calculate the Subscription Fee shall be based on an estimate of current student numbers provided to HESA by the Provider. The Subscription Fee calculated on this basis shall be reviewed by HESA when the actual number of students submitted by the Provider to HESA is known. If there is a material difference between the estimate and the actual numbers, HESA shall recalculate the Subscription Fee accordingly and where necessary a supplementary invoice or credit note will be issued by HESA. HESA shall keep under review and notify Providers from time to time what it considers to be a material difference.
- 7 For the following years of this agreement, the figure for the number of students which is used to calculate the Subscription Fee in accordance with paragraph 3 above shall correspond to the number of students in the most up to date submitted for HESA prior to the current Subscription Period.

Fees for Fixed Database Submissions

- 8 The fees payable for a Fixed Database Submission as provided for in clauses 13.4.3, 13.5.2 and 13.5.3 shall be in addition to any Subscription Fee paid pursuant to clause 2.4 and any relevant Optional Services Subscriber Category and shall be specified on the HESA website.

SCHEDULE 4

GRADUATE OUTCOMES AS A REQUIREMENT OF A STATUTORY SUBSCRIBER CATEGORY

1. APPLICATION OF THE CORE TERMS

1.1 The following Core Terms apply to the conduct of the Graduate Outcomes Survey:

1.1.1 [Insert cross references]

2. GRADUATE OUTCOMES SURVEY PARTICIPATION

2.1 The Provider agrees to take part in the Graduate Outcomes Survey, to pay the element of the Subscription Fee related to Graduate Outcomes and to comply with its obligations set out in this Agreement.

2.2 HESA permits the Provider to access the Graduate Outcomes' Portal only to:

2.2.1 use the relevant IDS Roles;

2.2.2 update the Contact Data Records;

2.2.3 upload the Provider's logo and careers service URL;

2.2.4 select Opt-In Questions;

2.2.5 to access the Graduate Outcomes Dashboard Data to keep under review Graduate Outcome Survey metrics including survey response rates and any uploaded SIC and SOC coding regarding the employment of Graduates;

2.2.6 review and if the Provider requires download the Graduate Outcomes Results; and;

2.2.7 review and if the Provider requires download the Graduate Outcomes Final Delivery

in accordance with this Agreement and the relevant IDS Terms.

3. SUBMISSION OF CONTACT DATA RECORDS

3.1 The Provider shall, using the Portal and in accordance with the HESA Operational Documentation:

3.1.1 respond to messages relating to, and take reasonable steps to ensure, the accuracy and validity of Contact Data Records; and

- 3.1.2 update the Contact Data Records within the Portal, where it is reasonably able to do so.
- 3.2 The Provider acknowledges that:
 - 3.2.1 HESA is not responsible for setting the population to be surveyed or quality assuring the Contact Data Records submitted. It is the responsibility of the Provider and, for English FECs only, the Primary Regulator/Funder to provide HESA with accurate and up to date contact information to ensure that the correct Graduates are surveyed.
 - 3.2.2 During the Contact Period, for English FEC Subscribers only the Primary Regulator/Funder will also be able to edit the Population Data and Contact Data Records via the Portal in accordance with the HESA Operational Documentation and this may result in changes to the Graduates in the Graduate Outcomes Survey.

4. PROVIDER STATUS

- 4.1 The Provider warrants that:
 - 4.1.1 it has the capacity and authority to update the Contact Data Records; and
 - 4.1.2 it has taken reasonable steps, given that the Graduates will have graduated approximately 15 months prior to the Graduates being surveyed to ensure the accuracy and validity of the Contact Data Records;
 - 4.1.3 the reasonable steps being taken by the Provider take into account the best practice guidance published in the HESA Operational Documentation.

5. ACCESS TO THE PORTAL

- 5.1 HESA shall provide access to the Portal via IDS in accordance with the process set out in the HESA Operational Documentation..

6. GRADUATE OUTCOMES DASHBOARD DATA AND SURVEY RESULTS

- 6.1 During the relevant Graduate Outcomes Survey Year HESA shall make available via the Portal the Graduates Outcomes Dashboard Data and the Graduate Outcomes Results.
- 6.2 The Provider shall only use its Graduate Outcomes Dashboard Data and Graduate Outcomes Results for the purposes specified in the relevant Graduate Outcomes Collection Notice.
- 6.3 The Provider understands and acknowledges that:



- 6.3.1 HESA has agreed to make available the Graduate Outcomes Dashboard Data and Graduate Outcomes Results via the provider portal on a regular basis.
- 6.3.2 It is for the Provider to determine how often it is necessary to download/view their organisation's Graduate Outcomes Dashboard Data and Graduate Outcomes Results prior to the delivery of the Graduate Outcomes Final Data Delivery. This is expected to be in the Spring following the end of the relevant Graduate Outcomes Survey Year.
- 6.3.3 During the Graduate Outcomes Survey and prior to the Graduate Outcomes Final Data Delivery, Standard Industrial Coding (SIC) and Standard Occupational Coding (SOC) will be applied to graduates' employers and roles. This coding will be constantly reviewed, and quality assured and may therefore be subject to change prior to the Graduate Outcomes Final Data Delivery.
- 6.3.4 The Graduate Outcomes Results data available for download prior to the Graduate Outcomes Final Data Delivery will not have been subject to quality assurance processes and may also be subject to change prior to the Graduate Outcomes Final Data Delivery.
- 6.3.5 The Graduate Outcomes Survey contains a number of free text boxes which graduates have the opportunity to complete. HESA will not sanitise or amend the contents of these free text boxes and HESA is not responsible for what has been submitted by Graduates. Appropriate processes therefore need to be put in place within the Provider before the survey response data is downloaded and processed to take this into account.
- 6.3.6 To carry out the Graduate Outcomes Survey, HESA has relied upon the accuracy of the **Contact Data Records** provided either by the Provider or the Office for Students for English FECs.
- 6.3.7 The Provider's Graduate Outcomes Final Data Delivery will be compiled and used by HESA to produce Official Statistics publications, and the terms of Official Statistics pre-release access protocols apply to all Graduate Outcomes data shared by HESA with the Provider. This means that Graduate Outcomes Dashboard Data, Graduate Outcomes Results and the Graduate Outcomes Final Data Delivery should not be shared with any third parties until the publication of the relevant Official Statistics and access to the survey response data should be restricted within the provider.
- 6.3.8 No information derived from the survey response data shall be shared by the Provider outside of the Provider prior to the publication of the relevant statistical bulletin, details of which will be made available in

due course by HESA once agreed with the UK higher education funding and regulatory bodies.

- 6.3.9 The Graduate Outcomes Dashboard Data and Graduate Outcomes Results Data downloaded or viewed within the Graduate Outcome provider portal shall only be used by the provider for Purpose 1 of the Graduate Outcomes Collection Notice (referred to as the privacy notice on the Graduate Outcomes website), a copy of which can be found at <https://www.graduateoutcomes.ac.uk/privacy-info>.
- 6.3.10 No decisions shall be taken about Graduates as a result of their responses to the survey.
- 6.3.11 The Provider shall not contact Graduates to discuss their survey responses, or by reason of their survey responses, unless the graduate has provided specific consent as part of their survey response to be contacted.
- 6.3.12 Where graduates have provided consent to be contacted in respect of their survey responses, the provider shall make available to the Graduates fair processing information. This will enable Graduates to understand how the information they provide will be used and to meet the requirements of Article 13 and or Article 14 of the General Data Protection Regulation.
- 6.3.13 Where HESA shares information with the provider on whether a graduate has opted out of undertaking the survey, that information shall only be processed by the provider to operate its own suppression list for its own Graduate Outcomes communications.
- 6.3.14 Graduate Outcomes communications in respect of a live cohort should only be issued by the provider in accordance with published HESA guidance.
- 6.3.15 Graduate Outcomes data downloaded from the Graduate Outcomes portal will, in the majority of cases, constitute Personal Data and on download the Provider shall be the Controller and shall process the survey response data in accordance with all applicable Data Protection Legislation.
- 6.3.16 The Provider shall put in place appropriate processes to ensure that when data from the Graduate Outcomes portal is downloaded, that appropriate data protection and information security processes are put in place to cover how it will be processed by the Provider, and that it is made clear to all internal recipients within the Provider how this data may be used.
- 6.3.17 The Provider is responsible for compliance with Data Protection Legislation in relation to its use of data made available by HESA including viewed and/or downloaded from the portal. In particular, the

Provider shall ensure that where Graduates provide consent to be contacted about the information provided in the Graduate Outcomes Survey, that the Provider makes available further privacy information to the Graduates when it makes contact with them.

7. HESA'S USE OF CONTACT DATA RECORDS

- 7.1 Contact Data Records will not be shared by HESA with a third party other than a Service Provider unless authorisation is provided by a data subject for their specific Contact Data Records to be shared by HESA with a third party in response to a survey question.
- 7.2 HESA shall retain the Contact Data Records in accordance with the HESA Operational Documentation.

8. HESA'S USE OF THE GRADUATE OUTCOMES DATA

- 8.1 The relevant Graduate Outcomes Collection Notice sets out the lawful bases for processing of the Graduate Outcomes data relied upon by HESA. As set out in the relevant Graduate Outcomes Collection Notice, HESA's onward sharing activities may include data sharing activities that are not undertaken as part of a legal obligation on higher education providers but are separately undertaken by HESA in the public interest.
- 8.2 The Graduate Outcomes Final Data Delivery data will be used for the Graduate Outcomes Permitted Purpose.
- 8.3 Other than as specified in the Graduate Outcomes Collection Notice, HESA shall not use the Graduate Outcomes Data to disclose personal data, or inform a decision to be made, about any individual.
- 8.4 HESA will retain and process Graduate Outcomes Final Data Delivery for statistical and research purposes indefinitely and in accordance with Data Protection Legislation.
- 8.5 HESA may publish information derived from the Graduate Outcomes Final Data Delivery.

9. HESA'S SHARING OF PERSONAL DATA

- 9.1 Where HESA supplies any Graduate Outcomes Data to any third party: HESA shall ensure that such third party is obliged to:
 - 9.1.1 comply with Data Protection Legislation in respect of the Graduate Outcomes Data; and
 - 9.1.2 take appropriate technical and organisational measures against unauthorised or unlawful processing and accidental loss of any personal data.

- 9.2 the Provider acknowledges that:
- 9.2.1 Statutory Customers and other recipients of such data will act as independent Controllers in respect of such data;
 - 9.2.2 Service Providers will act as processors of such data and HESA shall contract with Service Providers in compliance with Data Protection Legislation.
- 9.3 The Provider acknowledges that HESA may permit the retention of Graduate Outcomes Data by Statutory Customers indefinitely for statistical and research purposes, on the basis that HESA is satisfied that:
- 9.3.1 such retention complies with Data Protection Legislation; and
 - 9.3.2 the relevant Statutory Customer reviews the requirement to retain such information in accordance with Data Protection Legislation.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Provider acknowledges that Intellectual Property Rights in the Graduate Outcomes Dashboard Data and Graduate Outcomes Results and the Graduate Outcomes Final Data Delivery are vested in HESA.
- 10.2 HESA licenses the Provider to use the Graduate Outcomes Dashboard Data, the Graduate Outcomes Results and the Graduate Outcomes Final Data Delivery for the purposes specified in the Graduate Outcomes Collection Notice as limited by the terms of this Agreement.
- 10.3 Save as is permitted by the terms and conditions of any licence permitting re-use of the Intellectual Property Rights of HESA, the Provider shall not use the Intellectual Property Rights belonging to HESA for any purposes whatsoever.

SCHEDULE 5

GRADUATE OUTCOMES OPT-IN QUESTIONS

1. APPLICATION OF THE CORE TERMS

- 1.1 The following Core Terms apply to the conduct of the Graduate Outcomes Survey in respect of the Opt-In Questions:
 - 1.1.1 [Insert cross references]
- 1.2 The following terms of Schedule 4 apply to the conduct of the Graduate Outcomes Survey in respect of the Opt-In Questions:
 - 1.2.1 [Insert cross references]

2. SELECTING OPT-IN QUESTIONS IN THE PORTAL

- 2.1 The Provider may select the Opt-In Questions that it wishes to ask its Graduates within the Portal prior to the Cut-Off Date and subject to the payment of the Opt-In Questions Fee by the Opt-In Questions Payment Date. Opt-In Questions once selected may not be amended.
- 2.2 Selected Opt-In Questions will be asked of the Provider's Graduates for the relevant Graduate Outcomes Survey Year.

3. OPT-IN QUESTIONS FEE

- 3.1 HESA shall invoice the Provider for the Opt-In Questions Fee in accordance with the HESA Operational Documentation.
- 3.2 The Provider shall pay all invoices relating to the Opt-In Questions Fee within 30 days of the invoice date and in any event on or before the relevant Opt-In Questions Payment Date.
- 3.3 The Provider acknowledges that Opt-In Questions will not be included in the Graduate Outcomes Survey for the Provider in a Graduate Outcomes Survey Year if the Provider fails to select the Opt-In Questions it wishes to ask its Graduates prior to the Cut-Off Date and/or pay the Opt-In Question Fee by the Opt-In Questions Payment Date.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 The Provider acknowledges that Intellectual Property Rights in the Graduate Outcomes Dashboard Data and Graduate Outcomes Results relating to Opt-In Questions are vested in HESA.
- 4.2 HESA licenses the Provider to use the Graduate Outcomes Dashboard Data, the Graduate Outcomes Results and the Graduate Outcomes Final Data Delivery

relating to Opt-In Questions for the purposes specified in the Graduate Outcomes Collection Notice as limited by the terms of this Agreement.

- 4.3 Save as is permitted by the terms and conditions of any licence permitting re-use of the Intellectual Property Rights of HESA, the Provider shall not use the Intellectual Property Rights belonging to HESA for any purposes whatsoever.

SCHEDULE 6

GRADUATE OUTCOMES PROVIDER QUESTIONS

[Placeholder for terms and conditions that apply to Provider Questions. This will be provided as an Addendum when further information about this proposed service is known. It is not being offered in 2019/20]



SCHEDULE 7

ESTATES MANAGEMENT RECORD SUBSCRIPTION FOR ENGLISH PROVIDERS

1. APPLICATION OF THE CORE TERMS

- 1.1 The following Core Terms apply to the voluntary submission of data for inclusion in the for the Estates Management Record by English Providers and the onward sharing of such data:

1.1.1 [Insert cross references]

2. PROVISION OF SERVICE AT HESA'S DISCRETION

- 2.1 The Parties acknowledge that running the Estates Management Record for English Providers on a voluntary basis requires a minimum level of voluntary subscribers to make it financially viable and sustainable.
- 2.2 HESA shall determine, in its own absolute discretion and acting in good faith whether the number of subscribers is above the minimum level required to enable this service to be financially viable and be operated by HESA for the relevant Reporting Year.
- 2.3 In the event that this service is not financially viable for a Reporting Year, HESA shall withdraw the service for the Reporting Year before the collection is opened at its absolute discretion.

3. ONWARD SHARING OF DATA SUBMITTED FOR THE FOR THE ESTATES MANAGEMENT RECORD BY ENGLISH PROVIDERS ON A VOLUNTARY BASIS

- 3.1 The Parties acknowledge that running the Estates Management Record for English Providers on a voluntary basis is to enable English providers to continue to benefit from the Estates Management Record for benchmarking and estates planning.
- 3.2 The Parties agree that data voluntary submitted to HESA for the Estates Management Record may be used by HESA for the following permitted purposes:
- 3.2.1 Statutory Permitted Purpose
- 3.2.2 Category A Permitted Purpose
- 3.2.3 Category B Permitted Purpose
- 3.2.4 Category C Permitted Purpose

4. ADDITIONAL TERMS AND CONDITIONS

- 4.1 The Provider shall pay the EMR Subscription Fee for each Reporting Year in which the Provider has agreed to submit EMR data.
- 4.2 The Provider may terminate its EMR Subscription by:
 - 4.2.1 completing the appropriate section of the Variation Form;
 - 4.2.2 ensuring it is signed by the Accountable Officer of the Provider; and
 - 4.2.3 emailing the completed and signed Variation Form to liaison@hesa.ac.uk using the email title Variation Form for [Insert Name of Provider].
- 4.3 Where such a Variation Form is sent by the Provider to HESA terminating its EMR Subscription the Provider may cease submitting EMR data immediately but will be required to pay the EMR Subscription Fee until the end of the applicable Reporting Year.
- 4.4 Where a Provider has submitted a Variation Form terminating its EMR Subscription:
 - 4.4.1 If the data voluntarily submitted has been signed off by the Provider for the current Reporting Year or any previous Reporting Year submitted under the terms of this Agreement, then the data shall continue to be used for the purposes set out in paragraph 3.2.
 - 4.4.2 If the data has not been signed off during the relevant Reporting Year the data shall be deleted from the collection system and HESA's quality reporting system subject to payment of a Data Deletion Administration Fee.

SCHEDULE 8

NON-ACADEMIC STAFF SUBSCRIPTION FOR ENGLISH PROVIDERS

1. APPLICATION OF THE CORE TERMS

- 1.1 The following Core Terms apply to the voluntary submission of non-academic staff data for inclusion in the for the Staff Record by English Providers and the onward sharing of such data:

1.1.1 [Insert cross references]

2. PROVISION OF SERVICE AT HESA'S DISCRETION

- 2.1 The Parties acknowledge that operating an effective information hub for the sector requires a minimum level of Providers to opt into Onward Sharing to make it financially and statistically viable and sustainable.
- 2.2 HESA shall determine, in its own absolute discretion and acting in good faith whether the number of subscribers is above the minimum level required to enable this service to be financially and statistically viable.
- 2.3 In the event that this service is not financially and statistically viable for a Reporting Year, HESA shall withdraw the service for the Reporting Year before the collection is opened at its absolute discretion.

3. ONWARD SHARING OF DATA SUBMITTED FOR THE FOR THE ESTATES MANAGEMENT RECORD BY ENGLISH PROVIDERS ON A VOLUNTARY BASIS

- 3.1 The Parties acknowledge that offering the Non-Academic Staff Subscription on a voluntary basis is to enable English providers to continue to benefit from the Staff Record for non-academic staff to meet their statutory reporting obligations (e.g. equality and diversity reporting, responding to FOIs) and for other legitimate interests such as benchmarking or internal reporting.
- 3.2 The Parties agree that data voluntary submitted to HESA for the Staff Record may be used by HESA for the following permitted purposes:
- 3.2.1 Statutory Permitted Purpose
 - 3.2.2 Category A Permitted Purpose
 - 3.2.3 Category B Permitted Purpose
 - 3.2.4 Category C Permitted Purpose

4. ADDITIONAL TERMS AND CONDITIONS

- 4.1 The Provider shall pay the Non-Academic Staff Subscription Fee for each Reporting Year in which the Provider has agreed to submit non-academic staff data.
- 4.2 The Provider may terminate its Non-Academic Staff Subscription by:
 - 4.2.1 completing the appropriate section of the Variation Form;
 - 4.2.2 ensuring it is signed by the Accountable Officer of the Provider
 - 4.2.3 emailing the completed and signed Variation Form to liaison@hesa.ac.uk using the email title Variation Form for [Insert Name of Provider].
- 4.3 Where such a Variation Form is sent by the Provider to HESA terminating its Non-Academic Staff Subscription the Provider may cease submitting Non-Academic Staff data immediately but will be required to pay the Non-Academic Staff Subscription Fee until the end of the applicable Reporting Year.
- 4.4 Where a Provider has submitted a Variation Form terminating its Non-Academic Staff Subscription:
 - 4.4.1 If the data has not been signed off during the relevant Reporting Year the data shall be deleted from the collection system and HESA's quality reporting system subject to payment of a Data Deletion Administration Fee.
 - 4.4.2 If the data voluntarily submitted has been signed off by the Provider for the current Reporting Year or any previous Reporting Year submitted under the terms of this Agreement then HESA and the Provider shall work together to agree the extent to which the data submitted to HESA shall be deleted. HESA shall calculate the Data Deletion Administration Fee based on the extent of the required deletion. For the avoidance of doubt Data previously onwardly shared by HESA or included in Heidi Plus will not be deleted and HESA shall not be required to delete data from its backup records.

SCHEDULE 9

ONWARD SHARING OF DATA FOR PROVIDERS BASED IN ENGLAND AND SCOTLAND

1. APPLICATION OF THE CORE TERMS

1.1 The following Core Terms apply to the onward sharing of data for the purposes of:

1.1.1 [Insert cross references]

2. PROVISION OF SERVICE AT HESA'S DISCRETION

2.1 The Parties acknowledge that operating an effective information hub for the sector requires a minimum level of English and Scottish providers to opt into Onward Sharing Categories to make it financially and statistically viable for HESA.

2.2 HESA shall determine, in its own absolute discretion and acting in good faith whether the number of subscribers is above the minimum level required to enable this service to be financially and statistically viable.

2.3 In the event that this service is not financially, and statistically viable HESA may withdraw this service.

3. SELECTION OF TABLE C CATEGORIES OF ONWARD USE

3.1 Table C sets out three different Categories of Onward Use of Data against which a Provider from England or Scotland can mark in the appropriate box its agreement to the proposed onward use.

3.2 By marking the appropriate boxes in Table C the Provider agrees that HESA may process the Provider Information collected for the relevant agreed Categories of Onward Use in Table C under this Agreement with effect from 1 August. For the avoidance of doubt data collected under previous agreements with HESA are not covered by this Schedule and will be processed by HESA at its discretion.

3.3 Where the Provider has provided its agreement for HESA to make available information derived from the Provider Information for one or more Categories of Onward Use HESA confirms that HESA shall put in place processes and contractual terms compliant with the Data Protection Legislation. The contractual terms shall include provisions to prevent a recipient from using the Provider Information or any part thereof to:

3.3.1 Inform a decision to be made about any individual;

3.3.2 To contact an individual or to enable them to be contacted

3.3.3 Target groups of individuals for marketing e.g. leaflet dropping

- 3.4 Where HESA provides information derived from the Provider Information to a third party for proposed use in a dataset, publication, league table or other similar use HESA cannot guarantee any of the data will be used by the recipient in any publication, league table or other similar use. Use and onward supply of the Provider Data Submission or any other Provider Information by HESA may be dependent on a number of factors including (but not limited to) the quality and completeness of the data provided, the Provider's compliance with clauses 2.8 and 2.9, the requirements of third parties, and HESA's ability to secure appropriate terms and conditions for the onward supply of the data to any third party.
- 3.5 HESA shall operate the Provider Preview service.

4. PROCESS FOR VARYING CATEGORIES OF ONWARD USE

- 4.1 Providers may change the Categories of Onward Use that they have selected to add or remove one or more Categories of Onward Use by
- 4.1.1 completing the appropriate section of the Variation Form;
 - 4.1.2 ensuring it is signed by the Accountable Officer of the Provider; and
 - 4.1.3 emailing the completed and signed Variation Form to liaison@hesa.ac.uk using the email title Variation Form for [Insert Name of Provider].
- 4.2 Where such a Variation Form is sent by the Provider to HESA agreeing to one or more Categories of Onward Use the following shall apply:
- 4.2.1 The new Categories of Onward Use will take effect at the start of the following Data Dissemination Period.
- 4.3 Where such a Variation Form is submitted by the Provider to HESA terminating its agreement to one or more Categories of Onward Use the following shall apply:
- 4.3.1 The termination of the selected Categories of Onward Use will take effect at the end of the current Data Dissemination Period with the exception that:
 - 4.3.2 Data onwardly shared on the basis of the agreement previously provided by the Provider will not be recalled or required to be deleted.
 - 4.3.3 Data included in Heidi Plus will not be removed and will remain in Heidi Plus.

SCHEDULE 10

VARIATION FORM FOR OPTIONAL SERVICES SUBSCRIBER CATEGORIES AND ONWARD USE OF DATA CATEGORIES

Name of Provider:

UPRN Number of Provider:

Variation of Optional Services Subscriber Category (Boxes to be marked as applicable)	Variation Effective Date	Mark to apply
Subscribe to Heidi Plus (Note: A separate agreement will be made available to you on receipt of this Variation Form)	This will take effect on the commencement date of the Heidi Plus Subscription Agreement	
Unsubscribe to Heidi Plus (Note: Notice to terminate your Heidi Plus Subscription Agreement notice will need to be served in accordance with the separate Heidi Plus Subscription Agreement)	N/A	N/A
Subscribe to Graduate Outcomes Opt-in Questions	This will take effect at the commencement of the next Graduate Outcomes Survey Year.	
Unsubscribe to Graduate Outcomes Opt-in Questions	This will take effect at the end of the current Graduate Outcomes Survey Year.	
Subscribe to Graduate Outcomes Provider Questions	This will take effect at the commencement of the next Graduate Outcomes Survey Year.	
Unsubscribe to Graduate Outcomes Provider Questions	This will take effect at the end of the current Graduate Outcomes Survey Year.	
Subscribe to Estates Management Records (for England)	This will take effect at [insert].	
Unsubscribe to Estates Management Records (for England)	This will take effect at the end of the current Estates Management Record Collection	
Subscribe to Non-Academic Staff element of the Staff Record (for England)	This will take effect at the commencement of the next Staff Record Collection	

Unsubscribe to Non-Academic Staff element of the Staff Record (for England)	This will take effect at the end of the current Staff Record Collection	
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Categories of Onward Use of Data (Boxes to be marked as applicable)	Variation Effective Date	Mark to apply
Subscribe to Category A – Sharing for the direct and indirect benefit of Providers, Statutory Customers and the Sector	This will take effect at the commencement of the next Data Dissemination Period	
Unsubscribe to Category A – Sharing for the direct and indirect benefit of Providers, Statutory Customers and the Sector	This will take effect at the end of the next Data Dissemination Period	
Subscribe to Category B – Sharing for the benefit of students, prospective students, student representatives and graduate employers	This will take effect at the commencement of the next Data Dissemination Period	
Unsubscribe to Category B- Sharing for the benefit of students, prospective students, student representatives and graduate employers	This will take effect at the end of the next Data Dissemination Period	
Subscribe to Category C - Sharing for the benefit of other public, private or third-sector organisations.	This will take effect at the commencement of the next Data Dissemination Period	
Unsubscribe to Category C- Sharing for the benefit of other public, private or third-sector organisations.	This will take effect at the end of the next Data Dissemination Period	

We understand that in accordance with the terms of the Agreement where we are withdrawing our Agreement for Provider Information to be onwardly shared for Categories A-C that this will not impact:

- Data previously onwardly shared on the basis of the permission previously granted
- Data already included in Heidi Plus which will not be removed. However, new data will not be added.

Signed:

By the Accountable Officer for and on behalf of the Provider