Student voter registration service terms and conditions

Please read these Terms and Conditions carefully. By submitting the Online Application Form, you warrant and represent to us that:

- you are legally capable of entering into binding contracts;
- you have full authority, power and capacity to agree to these Terms and Conditions; and
- all the information that you provide to us in connection with the Online Application Form is true, accurate, complete, current and non-misleading.

BACKGROUND

A Under the Higher Education and Research Act 2017, Higher Education (HE) providers are required to take such steps as the OfS considers appropriate for facilitating cooperation between the HE provider and one or more electoral registration officers in England for the purpose of enabling the electoral registration of students who are on higher education courses provided by the HE provider.

B Following consultation with certain HE providers in England, Jisc has developed an online service to facilitate electoral registration of students.

C JSL and the Customer therefore wish to enter into a contract for the provision of the student voter registration service on and subject to the provisions of this Agreement.

AGREEMENT

1. Definitions

1.1. In this Agreement, except to the extent expressly provided otherwise:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
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<tbody>
<tr>
<td>Agreement</td>
<td>means the Online Application Form, these terms and conditions and any Schedules;</td>
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<tr>
<td>Business Day</td>
<td>means any weekday other than a bank or public holiday in England;</td>
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<td>Business Hours</td>
<td>means the hours of 09:00 to 17:00 on a Business Day;</td>
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<td>Charges</td>
<td>means the following amounts:</td>
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<td>(a) the annual charge applicable to the Customer as set out on the Online</td>
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<td>Application Form (subject to Clause 8.5); and</td>
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<td>(b) such amounts as may be agreed in writing by the Parties from time to time;</td>
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<td>Confidential Information</td>
<td>means all information (in whatever format) designated as such by the</td>
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<td>disclosing Party together with any information which relates to the</td>
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<td>business, affairs, networks, customers, products, developments, trade</td>
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<td>secrets, know-how and personnel of the disclosing Party or which may</td>
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<td>reasonably be regarded as the confidential information of the disclosing</td>
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<td></td>
<td>Party;</td>
</tr>
<tr>
<td>Customer</td>
<td>means the entity completes the Online Application Form;</td>
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</table>
Customer Branding means the Customer’s logo and other branding or other content required by the Customer to be visible when using the

Data Protection Laws means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Student Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

Data Sharing Agreement in respect of each Electoral Registry, the terms and conditions under which JSL (on behalf of the Customer) may share Student Personal Data with that Electoral Registry, the current template for which is set out in Schedule 4 and as may be amended or superseded with the prior written agreement of the Parties from time to time;

Electoral Registry means, in relation to a Student using the SVR Service, the Electoral Registration Office at which that Student is eligible to register to vote;

Effective Date means the date of this Agreement;

Force Majeure Event means an event, or a series of related events, that is outside the reasonable control of the Party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third Party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

JSL means Jisc Services Limited (co registration number 02881024);

Student Voter Registration Service or SVR Service means the electoral registration service, as described in the SVR Service Specification, which will be made available by JSL to the Customer for use by its Students as a service via the internet in accordance with this Agreement;

SVR Service Specification means the specification for the SVR Service set out on JSL’s website from time to time, together with any specification for the SVR Service that may be contained in any technical documentation issued by JSL from time to time;

Intellectual Property Rights means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these “intellectual property rights” include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

Minimum Term means, in respect of this Agreement, the period of 12 months beginning on the Effective Date;

Online Application Form means the online application form located at [www.jisc.ac.uk/forms/sign-up-to-student-voter-registration] or such other address as may be operated by JSL from time to time;

Party means a party to this Agreement and “Parties” shall be construed accordingly;

Personal Data has the meaning given to it in the Data Protection Laws applicable in the United Kingdom from time to time;
2. Term

2.1. This Agreement shall come into force upon the Effective Date.

2.2. This Agreement shall continue in force for the Minimum Term and thereafter renewed automatically for Renewal Terms, subject to termination in accordance with Clause 15 or any other provision of this Agreement.

3. SVR Service

3.1. Once JSL has notified the Customer that the SVR Service is available for use by Students, JSL hereby grants to the Customer a worldwide, non-exclusive licence to allow Students to use the SVR Service during the Term.

3.2. Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the licence granted by JSL to the Customer under Clause 3.1 is subject to the following prohibitions:

3.2.1. the Customer must not sub-license its right to access and use the SVR Service;

3.2.2. the Customer must not use the SVR Service to provide services to third parties;

3.2.3. the Customer must not republish or redistribute any content or material from the SVR Service; and

3.2.4. the Customer must not make any alteration to the SVR Service.

3.3. The Parties acknowledge and agree that Schedule 1 (Availability SLA) shall govern the availability of the SVR Service.

3.4. For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the SVR Service, either during or after the Term.

Student voter registration service terms and conditions
4. **Support Services**

4.1. JSL shall provide the Support Services using reasonable skill and care to the Customer during the Term.

5. **Customer obligations**

5.1. Save to the extent that the Parties have agreed otherwise in writing, the Customer must provide to JSL, or procure for JSL, such:

5.1.1. co-operation, support and advice;

5.1.2. information and documentation; and

5.1.3. governmental, legal and regulatory licences, consents (save to the extent that such consents are to be procured by JSL under the SVR Service) and permits,

as are reasonably necessary to enable JSL to perform its obligations under this Agreement.

5.2. The Customer must provide to JSL, or procure for JSL, such access to the Customer's computer hardware, software, networks and systems as may be reasonably required by JSL to enable JSL to perform its obligations under this Agreement.

6. **Customer Branding**

6.1. The Customer hereby grants to JSL a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Branding to the extent reasonably required to display the Customer Branding on the SVR Service user interface in the format, positioning and sizing agreed between the Parties from time to time.

6.2. The Customer warrants to JSL that the Customer Branding when used by JSL in accordance with this Agreement will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

7. **No assignment of Intellectual Property Rights**

7.1. Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from JSL to the Customer, or from the Customer to JSL.

8. **Charges**

8.1. The Customer shall pay the Charges to JSL in accordance with this Agreement.

8.2. JSL shall issue invoices for the Charges to the Customer on the Effective Date and each anniversary of the Effective Date.

8.3. The Customer must pay the Charges to JSL within the period of 30 days following the issue of an invoice in accordance with this Clause 8.

8.4. All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and
payable by the Customer to JSL.

8.5. JSL may elect to vary any element of the Charges by giving to the Customer not less than 30 days' written notice of the variation expiring on any anniversary of the Effective Date.

8.6. If the Customer does not pay any amount properly due to JSL under this Agreement, JSL may:

8.6.1. charge the Customer interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or

8.6.2. claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

8.7. Without prejudice to Clause 8.6, JSL may suspend the provision of any Services if any amount due to be paid by the Customer to JSL under this Agreement is overdue, and JSL has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Services on this basis.

9. Confidentiality

9.1. Subject to the following provisions of this Clause 9, each Party will treat as confidential the Confidential Information of the other Party.

9.2. Subject to Clauses 9.3 to 9.5, each Party will:

9.2.1. only use Confidential Information for the purposes of this Agreement;

9.2.2. only disclose Confidential Information to a third Party with the prior written consent of the other Party (except that each Party may disclose Confidential Information to companies in its Group or to its professional advisors or auditors to the extent necessary to exercise its rights or fulfil its obligations under this Agreement); and

9.2.3. ensure that any third party to whom Confidential Information is disclosed is subject to a confidentiality undertaking on terms no less onerous than those of this Clause 9.

9.3. The provisions of Clause 9.1 will not apply to any Confidential Information which:

9.3.1. is in or comes into the public domain other than by breach of this Clause 9; or

9.3.2. a Party can show (i) has been independently generated by the recipient Party's employees who have neither had any involvement in the performance of the recipient Party's obligations under this Agreement nor access to such Confidential Information or (ii) was in the possession of the recipient Party prior to the date of the disclosure, free of any obligations of confidentiality.

9.4. JSL may disclose the Confidential Information of the Customer:

9.4.1. to any member of its group of companies

9.4.2. in relation to any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the JSL has used its resources; and

9.4.3. to the extent Student Personal Data is Confidential Information, to the extent set out in
9.5. Each Party may disclose the Confidential Information pursuant to a statutory, legal or parliamentary obligation, an order of a court of competent jurisdiction or the requirement of a competent Regulatory Body provided that it notifies the other Party as soon as the requirement to disclose arises (to the extent legally permissible) and will use its reasonable endeavours to ensure that any such disclosure is made in a manner which ensures the confidentiality of the Confidential Information.

9.6. Subject to the above provisions of this Clause 9, the Party receiving Confidential Information will take the same precautions and exercise the same degree of care to protect Confidential Information as it takes and exercises in relation to its own confidential information. In any event, the receiving Party will take all reasonable care to protect said Confidential Information.

10. **Data protection**

10.1. Each Party shall comply with the Data Protection Laws with respect to the processing of the Student Personal Data. JSL acknowledges and agrees that it is a processor and the Customer is the controller in respect of the Student Personal Data.

10.2. The Customer warrants to JSL that it has the legal right:

10.2.1. to disclose any Student Personal Data that it does in fact disclose to JSL under or in connection with this Agreement;

10.2.2. to instruct JSL to carry out the processing activities required in the conduct of the SVR Service, including the sharing of Student Personal Data in accordance with the Data Sharing Agreement.

10.3. The Customer now authorises JSL to share the Student Personal Data with the relevant Electoral Registries provided that such Electoral Registry has first agreed to the Data Sharing Agreement. Such authorisation shall continue until the earlier of termination or expiry of this Agreement or JSL’s receipt of written notification from the Customer that its authorisation has been revoked.

10.4. The Customer shall only supply or otherwise make available to JSL, and JSL shall only collect and process, in each case under or in relation to this Agreement, the Personal Data of data subjects falling within the categories specified in Part 1 of Schedule 3 and of the types specified in Part 2 of Schedule 3; and JSL shall only process the Student Personal Data for the purposes specified in Part 3 of Schedule 3.

10.5. JSL shall only process the Student Personal Data on the documented instructions of the Customer (including with regard to transfers of the Student Personal Data to any place outside the European Economic Area), as set out in this Agreement or any other document agreed by the Parties in writing.

10.6. JSL shall promptly inform the Customer if, in the opinion of JSL, an instruction of the Customer relating to the processing of the Student Personal Data infringes the Data Protection Laws.

10.7. Notwithstanding any other provision of this Agreement, JSL may process the Student Personal Data if and to the extent that JSL is required to do so by applicable law. In such a case, JSL shall inform the Customer of the legal requirement before processing, unless that law prohibits such information.

10.8. JSL shall ensure that persons authorised to process the Student Personal Data have committed...
themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

10.9. JSL and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Student Personal Data.

10.10. JSL must not engage any third Party to process the Student Personal Data without the prior specific written authorisation of the Customer.

10.11. JSL shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

10.12. JSL shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws. JSL shall report any Personal Data breach relating to the Student Personal Data to the Customer within 24 hours following JSL becoming aware of the breach.

10.13. JSL shall make available to the Customer all information necessary to demonstrate the compliance of JSL with its obligations under this Clause 10 and the Data Protection Laws. Without prejudice to the foregoing and subject to the regular deletion process described in Clause 10.14, JSL shall, promptly following the Customer's request, provide the Customer with a record of those Student consents to data sharing (with the ERO) gathered in the course of the SVR Service in such format as the Parties shall from time to time agree.

10.14. JSL shall only process the Student Personal Data during the Term and up to 30 days following the end of the Term. The Customer acknowledges and agrees JSL shall delete from its systems the Student Personal Data 30 days from the date of collection and in any event JSL shall delete all Student Personal Data within 30 days of the end of the Term.

10.15. JSL shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of JSL's processing of Student Personal Data with the Data Protection Laws and this Clause 10.15.

10.16. If any changes or prospective changes to the Data Protection Laws result or will result in one or both Parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under this Agreement, then the Parties shall use their best endeavours promptly to agree such variations to this Agreement as may be necessary to remedy such non-compliance.

11. Warranties

11.1. JSL warrants to the Customer that:

   11.1.1. JSL has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement; and

   11.1.2. the SVR Service will conform in all material respects with the SVR Service Specification.

11.2. JSL warrants to the Customer that the SVR Service, when used by the Customer in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person in any
11.3. The Customer warrants to JSL that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.

11.4. All of the Parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.

12. Acknowledgements and warranty limitations

12.1. The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, JSL gives no warranty or representation that the SVR Service will be wholly free from defects, errors and bugs.

12.2. The Customer acknowledges that complex software is never entirely free from security vulnerabilities; and subject to Clause 10.9, JSL gives no warranty or representation that the SVR Service will be entirely secure.

12.3. The Customer acknowledges that the SVR Service are designed to be compatible only with that software and those systems specified as compatible in the SVR Service Specification; and JSL does not warrant or represent that the SVR Service will be compatible with any other software or systems.

13. Limitations and exclusions of liability

13.1. Nothing in this Agreement will:

13.1.1. limit or exclude any liability for death or personal injury resulting from negligence;

13.1.2. limit or exclude any liability for fraud or fraudulent misrepresentation;

13.1.3. limit any liabilities in any way that is not permitted under applicable law; or

13.1.4. exclude any liabilities that may not be excluded under applicable law.

13.2. The limitations and exclusions of liability set out in this Clause 13 and elsewhere in this Agreement:

13.2.1. are subject to Clause 13.1; and

13.2.2. govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

13.3. Neither Party shall be liable to the other Party in respect of any losses arising out of a Force
Majeure Event.

13.4. Neither Party shall be liable to the other Party in respect of:

13.4.1. any loss of profits or anticipated savings;
13.4.2. any loss of revenue or income;
13.4.3. any loss of use or production;
13.4.4. any loss of business, contracts or opportunities;
13.4.5. any loss or corruption of any data, database or software;
13.4.6. any special, indirect or consequential loss or damage.

13.5. The aggregate liability of JSL to the Customer under this Agreement shall not exceed £10,000.

14. Force Majeure Event

14.1. If a Force Majeure Event gives rise to a failure or delay in either Party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

14.2. A Party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that Party performing any obligation under this Agreement, must:

14.2.1. promptly notify the other; and
14.2.2. inform the other of the period for which it is estimated that such failure or delay will continue.

14.3. A Party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

15. Termination

15.1. Either Party may terminate this Agreement by giving to the other not less than 30 days' written notice of termination, such notice to expire no earlier than the expiring after the end of the Minimum Term or any Renewal Term.

15.2. Either Party may terminate this Agreement immediately by giving written notice of termination to the other Party if:

15.2.1. the other Party commits any material breach of this Agreement, and the breach is not remediable; or
15.2.2. the other Party commits a material breach of this Agreement, and the breach is remediable but the other Party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other Party requiring the breach to be remedied.

15.3. Either Party may terminate this Agreement immediately by giving written notice of termination
to the other Party if:

15.3.1. the other Party:

(i) is dissolved;
(ii) ceases to conduct all (or substantially all) of its business;
(iii) is or becomes unable to pay its debts as they fall due;
(iv) is or becomes insolvent or is declared insolvent; or
(v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

15.3.2. an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other Party; or

15.3.3. an order is made for the winding up of the other Party, or the other Party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other Party under this Agreement).

15.4. JSL may terminate this Agreement immediately by giving written notice to the Customer if:

15.4.1. any amount due to be paid by the Customer to JSL under this Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and

15.4.2. JSL has given to the Customer at least 30 days' written notice, following the failure to pay, of its intention to terminate this Agreement in accordance with this Clause 15.4.

16. Effects of termination

16.1. Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 9, 10, 13 and 16.

16.2. Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either Party.

16.3. Within 30 days following the termination of this Agreement for any reason the Customer must pay to JSL any Charges in respect of Services provided to the Customer before the termination of this Agreement without prejudice to the Parties' other legal rights.

17. Severability

17.1. If any provision of this Agreement, including in particular any limitation, is held by a court or any governmental agency or authority to be invalid, void, or unenforceable, the remainder of this Agreement will nevertheless remain legal, valid, and enforceable.

18. Variation

18.1. JSL will give the Customer written notice of any revision of these Terms, and the revised Terms
will apply to the provision of the SVR Service with effect 30 days after the date of JSL’s notice unless the Customer notifies JSL that it objects to the revision within such period. If the Customer objects within such 30-day period, then unless the Parties agree otherwise, these Terms shall automatically terminate without further liability for either Party.

18.2. Subject to Clause 18.1, this Agreement will be modified only by the written agreement of both Parties.

19. Third Party Rights

19.1. A person who is not a party to this Agreement will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

20. No Partnership

20.1. Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement will constitute or be deemed to constitute between the Parties a partnership, association, joint venture, or other co-operative entity.

21. No Waiver

21.1. Failure by either Party to exercise or enforce any right or benefit conferred by this Agreement will not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.

22. Notices

22.1. Any notice required or authorised to be given under these Terms will be delivered by post to the relevant address stated below at Clause 23.2 and 23.3 or, if another address is notified as a replacement address, to that other address. Any notice will be deemed to have been served 48 hours after posting if by post. Other than in respect of notice of legal proceedings, notices may also be delivered by email, provided that the sender is able to verify that the email reached the recipient’s servers without error. In such cases, service will be upon the email reaching the server.

22.2. Notices for JSL are to be sent to the address below:

Trust and Identity Group Operations Manager
Lumen house, Library Avenue, Harwell, Oxford, Didcot, OX11 0SG

Email: trustandidentity@jisc.ac.uk
cc’d to Legal:
Email: Legal@Jisc.ac.uk

22.3. Notices for the Customer are to be sent to the address provided by the Customer in the Online Application Form.

22.4. Where notices are to be served by email, the email must contain the following wording in the subject matter field: “Notice served in accordance with the terms of the Electoral Registration
23. **Entire Contract**

23.1. This Agreement contains the entire agreement and understanding of the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement. Each of the Parties acknowledges and agrees that it does not enter into this Agreement on the basis of and does not rely, and has not relied upon, and will have no remedy in respect of, any statement or representation or warranty or other provision made, given or agreed to by the other Party to this Agreement (whether negligently or innocently made) except those expressly repeated or referred to in this Agreement and the only remedy available in respect of any misrepresentation or untrue statement made to it will be a claim for breach of contract under this Agreement. Nothing in this Clause will operate to limit or exclude liability for fraud.

24. **Governing Law and Jurisdiction**

24.1. This Agreement and all matters arising out of it (whether of a contractual or tortious nature) will be governed and construed in accordance with the laws of England and the Parties irrevocably agree to the exclusive jurisdiction of the Courts of England and Wales.

25. **Freedom of Information**

25.1. JSL is not subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and is not obliged to respond to Requests for Information. However, JSL will endeavour to respond to any requests for information under such legislation ("Request for Information") in the spirit of the FOIA or EIR where reasonably able to do so. JSL and the Customer will assist and cooperate with each other if a Request for Information is received by JSL.
SCHEDULE 1

AVAILABILITY SLA

1. Introduction to availability SLA

1.1 This Schedule 1 sets out JSL’s availability commitments relating to the SVR Service.

1.2 In this Schedule 1, "uptime" means the percentage of time during a given period when the SVR Service are available at the gateway between public internet and the network of the hosting services provider for the SVR Service.

2. Availability

2.1 JSL shall use reasonable endeavours to ensure that the uptime for the SVR Service is at least 99.5% during each calendar month.

2.2 JSL shall be responsible for measuring uptime, and shall do so using any reasonable methodology.

3. Exceptions

3.1 Downtime caused directly or indirectly by any of the following shall not be considered when calculating whether JSL has met the uptime guarantee given in Paragraph 2.1:

(a) a Force Majeure Event;
(b) a fault or failure of the internet or any public telecommunications network;
(c) a fault or failure of JSL's hosting infrastructure services provider, unless such fault or failure constitutes an actionable breach of the contract between JSL and that company;
(d) a fault or failure of the Customer's computer systems or networks;
(e) any breach by the Customer of this Agreement; or
(f) scheduled maintenance carried out in accordance with this Agreement.
SCHEDULE 2
SUPPORT SLA

1. Introduction

1.1 This Schedule 2 sets out the service levels applicable to the Support Services.

2. Helpdesk

2.1 JSL shall make available to the Customer a helpdesk in accordance with the provisions of this Schedule 2.

2.2 The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Customer must not use the helpdesk for any other purpose.

2.3 JSL shall ensure that the helpdesk is accessible by telephone and email.

2.4 JSL shall ensure that the helpdesk is operational and adequately staffed during Business Hours during the Term.

2.5 The Customer shall ensure that all requests for Support Services that it may make from time to time shall be made through the helpdesk.

3. Response

3.1 JSL shall use all reasonable endeavours to respond to requests for Support Services promptly, and in any case within 4 Business Hours in accordance with the following time periods:

(a) critical: 1 Business Hour;
(b) serious: 4 Business Hours;
(c) moderate: 1 Business Day; and
(d) minor: 5 Business Days.

3.2 JSL shall ensure that its response to a request for Support Services shall include the following information (to the extent such information is relevant to the request): an acknowledgement of receipt of the request, where practicable an initial diagnosis in relation to any reported error, and an anticipated timetable for action in relation to the request.

4. Provision of Support Services

4.1 The Support Services shall be provided remotely, save to the extent that the Parties agree otherwise in writing.

5. Limitations on Support Services

5.1 JSL shall have no obligation to provide Support Services in respect of any issue caused by:

(a) the improper use of the SVR Service by the Customer; or

(b) any alteration to the SVR Service made without the prior consent of JSL.

Student voter registration service terms and conditions
1. **Categories of data subject**

   Students

2. **Types of Personal Data***

   Name
   
   Email address
   
   Term time address (including post code)
   
   Home/non-term time address
   
   Unique Property Reference Number
   
   Date of Birth
   
   Nationality
   
   National Insurance Number
   
   Consent to data sharing with Electoral Registry and if applicable consent to be added to open register
   
   Confirmation of voting in person at the polling station or by postal vote
   
   * Any of the above types of Personal Data not provided by the Customer will be collected from the Student directly

3. **Purposes of processing**

   The purpose of the SVR Service, that is, facilitating the registration by Students with the applicable Electoral Registry
SCHEDULE 4

Data Sharing Agreement