JISC Service Policies
(Last updated 17 July 2020)

Executive summary for COVID-END Community listserv subscribers

We ask all subscribers to the COVID-END Community listserv to adhere to **four main principles of engagement**:
1) share and promote the use of resources that are in the public domain;
2) make constructive contributions to online discussions;
3) declare any real or perceived conflicts of interest in relation to posts made to the listserv; and
4) be nice (in conduct).

Subscribers can also review the full JISC Service Policies that are reproduced later in this document (starting on page 3) and that can also be accessed online here. To support subscribers in identifying some of the key policies, we have extracted the following points:
- All contact information you submit must be true, complete and kept up to date; you can do this yourself, or by contacting the JiscMail Helpline, help@jisc.ac.uk (section 2)
- Mailing list privacy notice (section 5)
- Content of messages (section 6)
  - Sending messages to JiscMail lists is a matter of common sense, use your own sense of what is appropriate to guide your conduct without engaging in unreasonable behaviour or disrupting the general flow of discussion on a list (see Section 3: Ethics).
  - You are responsible for the content of the message(s) you post to JiscMail lists, they should be courteous and relevant to the list topic. Private (off-list) correspondence should not be posted to lists, without first seeking permission from each correspondent involved.
  - *Security*: The security of messages sent to JiscMail cannot be guaranteed due to the nature of the internet; you should bear this in mind when posting confidential information to a list, even when access to the list is restricted.
  - *Anti-Spam Measures*: Promotional messages should only be sent to a list if it is related to the subject or purpose of that list or of potential interest to list members, such as: new releases of software packages, publications, training courses, websites, job vacancies, conferences, etc. If in doubt always check with the list owner (See Section 4: Role of List Owners). JiscMail does not allow subscribers to post spam, junk mail, chain letters or other unsolicited bulk email, to lists. Avoid posting the same message to several lists at the same time as this can be misinterpreted as spam, which will result in your messages being rejected and your account being blocked for 48 hours.
- Mailing list etiquette (section 8)
  - If you reply to a message posted to a list, check the recipient of your message. Do you really want it to be posted back to the list and seen by everyone or just to the originator?
  - Ensure messages are on-topic and appropriate for the list.
  - Be nice (See Section 3: Ethics).
  - Use a meaningful subject line - it increases the chances of your message being read and found in the list archives.

- Keep messages short and to the point.
- Complain to the list owner - not the list.
- When forwarding messages be respectful, comply with copyright and data protection, don't give out private email addresses or contact details of others (if in doubt check with the author).
- Think before cross-posting to multiple lists - some people belong to more than one list.
- Check that you are posting your message to the list from the same email account that is registered in JiscMail, otherwise your message will be rejected.

We look forward to rich discussions and vibrant engagement in the COVID-END listserv. Adherence to our listserv's principles and the JISC listserv policies will greatly enhance all subscribers' experience of the discussions and exchanges.

JISC Service Policies

Contents

1. Introduction

JiscMail supports communication, collaboration and the free-flowing exchange of ideas through email lists primarily for the benefit of UK further and higher education and research communities.

Your use of the service is subject to Janet's Acceptable Use Policy, available at: https://community.jisc.ac.uk/library/acceptable-use-policy and to UK laws. JiscMail reserves the right to remove any message, user or list that, in our opinion, violates any section of this policy.

Subject to compliance with the Data Protection Act 1998 we may also disclose information necessary to operate our systems, run the service, comply with the law, or protect the service and its users.

We routinely review this policy to ensure it reflects our services, funding and the needs of the wider educational community, and changes to it will be communicated on our website.

By using JiscMail you accept these conditions so please read them carefully.

2. Using JiscMail

- To use JiscMail you have to provide your name and a valid email address see Section: 5 Mailing List Privacy Notice.
- To access some features of the website you will also need to associate a password with your email address.
- All contact information you submit must be true, complete and kept up to date; you can do this yourself, or by contacting the JiscMail Helpline, help@jisc.ac.uk.
- Changes to your information will only be made when we receive a request from you, and in some cases, you may be required to provide additional information to confirm that your identity.
- You are responsible for maintaining the security of your account, passwords and files.

- If you use the Institutional Login to register for the service your Institutional Login will be mapped to your email address as well. This will uniquely identify you to JiscMail, but does not contain details of your identity, and is unique to our service.
- You accept that another person may be able to retrieve your email address, based on list subscription options and the unique configuration for that list.
- If you leave JiscMail - your name, email address and, Institutional Login will be removed from our database. However, any message(s) you posted to a list, along with your details, will remain in the archives.
- JiscMail Helpline is available to all JiscMail users and can be contacted by email or telephone during service hours. Helpline staff will treat you in a fair and consistent way and expect you to treat them with respect and courtesy.

3. Ethics

We endeavour to operate JiscMail to the highest standards and our relationship with you is based on trust. We expect your conduct when using JiscMail to be legal and honest and we will take action against anyone whose activities are found to violate this request.
When using JiscMail you are not permitted to:
- Add subscribers to our mailing lists without their consent. Subscribers may only be added by others with the subscriber's consent and agreement to the conditions of use.
- Collect information about others (such as email addresses) without their consent.
- Use the service for commercial exchange such as charging to post messages to their list, selling of email addresses.
- Deliberately cause JiscMail systems, services or subscriber accounts to be interrupted.
- Create liability for us as service provider.

JiscMail does not control or bear any liability for the content of messages you or others post to lists, it acts as a conduit for messages and we are not liable for the conduct of any other JiscMail user. JiscMail neither moderates nor edits messages before they are posted to the list.

4. Role of List Owners

Each JiscMail list is managed by one or more individuals, referred to as list owners, list owners are volunteers working in UK academic and research communities. List owners are expected to manage their lists fairly and for the benefit of the majority of list subscribers.
List owners are specifically responsible for:
- Setting the configuration of the list appropriately, this includes: subscription settings, reply settings, privacy settings and communicating any alterations to subscribers.
- Setting the topic for the list and monitoring messages to ensure that they are appropriate and taking action if necessary.
- Supporting new or inexperienced subscribers.
- Promoting their list and managing subscriptions: adding new subscribers (see Section 3: Ethics) or removing subscribers (on request) and removing invalid emails.
- Cascading relevant OWNERS-ANNOUNCE messages from JiscMail to subscribers when needed.

- Keeping the list active by regularly posting messages to encourage new discussions, or taking the decision to close the list if it is no longer required. *New mailing lists are expected to be used within 6 months of creation*
- Notifying JiscMail Helpline if they are no longer able to manage their list.
- Responding promptly to requests from subscribers, potential subscribers or helpline using the *listname*-request@jiscmail.ac.uk to get in touch with list owners (see note below).

In relation to data protection legislation, each list owner is the Controller of the Personal Data in their lists, see the [Section 12: Data Protection Schedule](#) for details of JiscMail's obligations as a Processor of this Personal Information.

The [JiscMail Helpline](#) is always available to assist or provide guidance on any of these tasks.

How to contact a list owner

Each JiscMail list has as a unique list owner email address which may be used by subscribers, JiscMail Helpline or potential subscribers to contact the list owner(s) about subscription, problems posting messages or support requests.

The format of the list owner email addresses is **listname-request@jiscmail.ac.uk**

(replace *listname* with the name of the list you wish to contact the list owners of, eg *JISCMAIL-NEWSLETTER*-request@jiscmail.ac.uk will send a message to the list owners of *JISCMAIL-NEWSLETTER*)

Emails sent to this address are copied to all the list owners whose email addresses appear in the list configuration.

5. Mailing List Privacy Notice

Every new mailing list has a default Privacy Notice, the notice explains how information (provided by subscribers, when joining a mailing list or using a mailing list) is used, stored and (in some cases) shared, and how it can be removed.

The notice reads:

- *By using this mailing list your personal data (email address, name) may be used by the list owner to manage your membership, support you in using this mailing list, to identify problems or to make the mailing list better.*
- *If you post messages to this mailing list, be aware that any personal data you share within your email (email address, name and signature information) may be visible to others.*
- *It is your responsibility as a subscriber to find out how the list archives are managed **before** you post any messages to this mailing list.*
- *The list owner or help@jisc.ac.uk can tell you how the archives are stored.*
- *Details of how archives may be managed can be found on this website: https://www.jiscmail.ac.uk/policyandsecurity/#7*
- *Your email address will continue to be subscribed to the mailing list until you ask the list owner, or help@jisc.ac.uk to remove your details.*
- *Any email messages you post to the mailing list will remain in the mailing list web-accessible archives, until you ask the list owner, or JiscMail helpline help@jisc.ac.uk to remove these details.*
- *Your use of JiscMail is subject to JiscMail's service policies: https://www.jiscmail.ac.uk/policyandsecurity/*

To update the wording of the policy on your mailing list contact help@jisc.ac.uk.

6. Content of Messages

Sending messages to JiscMail lists is a matter of common sense, use your own sense of what is appropriate to guide your conduct without engaging in unreasonable behaviour or disrupting the general flow of discussion on a list (see Section 3: Ethics).

You are responsible for the content of the message(s) you post to JiscMail lists, they should be courteous and relevant to the list topic. Private (off-list) correspondence should not be posted to lists, without first seeking permission from each correspondent involved.

JiscMail cannot assume any responsibility for the content of any messages sent to lists other than those from JiscMail themselves and we do not review, screen or edit the content.

List owners may also provide their own guidelines for acceptable use and list etiquette and we expect list members to abide by these.

Security

The security of messages sent to JiscMail cannot be guaranteed due to the nature of the internet; you should bear this in mind when posting confidential information to a list, even when access to the list is restricted.

Anti-Spam Measures

Promotional messages should only be sent to a list if it is related to the subject or purpose of that list or of potential interest to list members, such as: new releases of software packages, publications, training courses, websites, job vacancies, conferences, etc. If in doubt always check with the list owner (See Section 4: Role of List Owners).

JiscMail does not allow subscribers to post spam, junk mail, chain letters or other unsolicited bulk email, to lists.

Avoid posting the same message to several lists at the same time as this can be misinterpreted as spam, which will result in your messages being rejected and your account being blocked for 48 hours.

We cannot guarantee to block all spam, but the following are used to protect against spam on JiscMail:

- Anyone who joins JiscMail must confirm their subscription.
- JiscMail's service providers, use spam-blocking software to safeguard against much of the junk email (spam) which is posted to lists.

Copyright

- Posting messages to JiscMail lists does not affect copyright. The author (or their employer) will usually be the copyright owner, except for third-party material included in the post.
- You retain your moral right to be identified as the author of the work, and your moral right against derogatory treatment.
- When you post to a list you do not lose copyright, but you agree that your message may be archived, forwarded to other lists, and quoted by others.
- Copyright law provides control over what other people can do with your original work - this includes email messages.
- Messages sent to a list must not be quoted out of context or mis-attributed.

Further information on copyright is available from the Jisc website, Guide to Copyright Law or visit The UK Copyright Licensing Agency.

7. Mailing List Archives

Messages you post to JiscMail lists may be archived by the list (visible on the JiscMail website) and also by individual list subscribers (stored in subscriber email accounts).

The confidentiality and privacy of JiscMail archives is determined by the list owner (not JiscMail). The default welcome message, which is sent to new subscribers, describes the privacy setting on the mailing list archive.

The different archive setting are:

- PRIVATE: The archives of a private list are only accessible to subscribers of the list.
- PUBLIC: The archives of a public list can be accessed by anyone, and are indexed by search engines.
- OWNER: The archives of the list are only accessible to list owners.
- NOTEBOOK=No: There are no archives kept for the list.

To protect the rights of current and previous subscribers a list is not permitted to change the archive privacy settings from private to public.

It is your responsibility as a subscriber to find out how the list archives are managed before you post to a list.

8. Mailing List Etiquette

Our simple guidelines for getting started with JiscMail mailing lists, If in doubt check with the list owner (See Section 4: Role of List Owners).

- Check the privacy settings on the list: Who can see the messages you post? Some JiscMail lists have public archives and can be found by anyone through search engines.
- If you reply to a message posted to a list, check the recipient of your message. Do you really want it to be posted back to the list and seen by everyone or just to the originator?
- Ensure messages are on-topic and appropriate for the list.
- Be nice (See Section 3: Ethics).
- Use a meaningful subject line - it increases the chances of your message being read and found in the list archives.
- Keep messages short and to the point.
- Before sending attachments, check (with the list owner) that they are permitted, and if so, avoid sending large attachments.
- Complain to the list owner - not the list.
- When forwarding messages be respectful, comply with copyright and data protection, don't give out private email addresses or contact details of others (if in doubt check with the author).
- Think before cross-posting to multiple lists - some people belong to more than one list.
- Check that you are posting your message to the list from the same email account that is registered in JiscMail, otherwise your message will be rejected.

Further information on mailing list etiquette is available from the BBC.

9. Limitations

JiscMail cannot make guarantees about the speed or proportion of emails sent that will be delivered, or that HTML messages will display properly when viewed by all subscribers. Delivery of emails is dependent upon accurate and up to date email addresses, suitable internet availability and connectivity, anti-spam and junk mail policies adopted by the recipients email service providers as well as restrictions regarding the content, wording and graphics of an email.

JiscMail does not control or bear any liability for the content of messages you or others post to lists, it acts as a conduit for messages and we are not liable for the conduct of any other JiscMail user. JiscMail neither moderates nor edits messages before they are posted to the list.

JiscMail cannot assume any responsibility for the content of any messages sent to lists other than those from JiscMail themselves and we do not review, screen or edit the content.

Service Limitations

Our service providers, L-Soft, host JiscMail servers and provide communication services. We will use all reasonable endeavours to ensure L-Soft provides its services at or above industry standards. L-Soft does not guarantee that JiscMail will be uninterrupted, error, bug or virus free or that the delivery or emails will be without delay. It may be necessary to temporarily suspend JiscMail services to carry out maintenance; such suspensions will be limited and will take place as much as possible outside core working hours. We may also be suspended (in whole or part) where L-Soft is obliged to comply with an order, instruction or request of government, a court or other competent administrative authority or an emergency service organisation.

Service Performance

From time to time we may need to take the service offline, to carry out essential upgrades, and changes to make the service even better. We inform List Owners of planned downtime through our OWNERS-ANNOUNCE mailing list.

If, at any time, we notice any issues with the performance of the service, we endeavour to notify users as quickly as possible. We do this using our Service Status (traffic lights) on our website homepage, https://www.jiscmail.ac.uk and post updates to our social media accounts, Facebook and Twitter.

10. Data Protection

JiscMail is operated by Jisc and is registered for compliance under the Data Protection Legislation (as described in Section 12: Data Protection Schedule)

The Data Protection Schedule sets out JiscMail's obligations to each list owner (the data Controller) with regard to any Personal Data it processes on behalf of the list owner. In the event of any conflict between the Data Protection Schedule and any other provision of these service policies, the relevant provision of the Data Protection Policy shall take precedence.

- When you subscribe to JiscMail your name and email address will be used for the purpose of sending and receiving email messages from JiscMail lists (see Section 5: Mailing List

Privacy Notice. You should understand that these details could be retrieved by any member of the same list and that this information plus any messages you post to JiscMail may be found in the public domain depending on the configuration of the list (see Section 4: Role of List Owners and Section 7: Mailing List Archives).

- If you use Shibboleth to authenticate your ID your Shibboleth Targeted_ID will be mapped to your email address as well. This will uniquely identify you to JiscMail, but does not contain details of your identity, and is unique to our service.
- If you leave JiscMail your name, email address and, if relevant, Shibboleth Targeted_ID will be removed from our database.
- If you leave JiscMail you should understand that your details and any message(s) you have previously posted to any JiscMail list(s) will remain in the archives (see Section 7: Mailing List Archives).
- JiscMail and our service providers L-Soft will never sell email addresses or any other personal information to another organisation.
- JiscMail may disclose information if we believe it necessary to operate our systems, to run the service, to comply with the law, or to protect the service or others.
- When contacting the JiscMail Helpline we collect your name, organisation, email address and if provided the list name. For list owners (or new list owners) we record your organisation address and telephone number. All JiscMail Helpline enquiries are assigned a unique enquiry number and enquiry type. The information we collect is used to carry out your request(s) and to report on service activity.
- The JiscMail Helpline records all enquiries in the Jisc Customer Relationship Management (CRM) system which is used by Jisc and its services. This data will be managed according to Jisc's Privacy notice .

11. Violating this Policy

If you suspect that a JiscMail user has violated this policy - contact the JiscMail helpline as soon as possible by emailing help@jisc.ac.uk or telephoning **0300 300 2212**.
The decision on what action to take will be made by JiscMail on a case by case basis and will often depend on whether the infringement was innocent, inadvertent or intentional. The decision whether to take action, and if so, which action, is at JiscMail's discretion.
Abusive or threatening messages sent to any JiscMail list, or to JiscMail Helpline staff will be treated as a violation of this policy.
We may take any of the following actions as deemed appropriate:
- Contact the person responsible to discuss the problem.
- Contact the list owner.
- Remove inappropriate messages from the JiscMail archives.
- Restrict email from certain sites or addresses.
- Remove the subscriber from the service, contact their hosting site, institution, or service provider.
- Make a public announcement to those affected.
Disagreements between members of a list regarding list management should be taken up with the list owner.

12. Data Protection Schedule

As each list owner is the data controller of any personal data that is made available by a user via a list they own, then JiscMail acts as the Processor, Processing this Personal Data on behalf of the list owner. As such GDPR requires that there be a written agreement between the Controller (LIST OWNER) and Processor (JiscMail) that sets out the Processor obligations with regard to this Processing. This schedule describes the Processor obligations.

DEFINITIONS
1 The following definition apply to this Data Protection Schedule

Agreement	means the agreement between Jisc and the Customer for the provision of the service;
Applicable EU Law	any law of the European Union (or the law of one of the Member States of the European Union);
Controller, Processor and Data Subject	Shall have the meaning given to those terms in the GDPR;
Data Protection Legislation	means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of Jisc Customer Data to which a Party is subject, including EC Directive 95/46/EC (the **DP Directive**), the Data Protection Act 1998 (the **DPA**) and Privacy and Electronic Communications (EC Directive) Regulations 2003 (up to and including 24 May 2018) and the GDPR (on and from 25 May 2018), or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of Personal Data; and (b) any code of practice or guidance published by the Regulator from time to time;
Data Protection Particulars	means, in relation to any Processing under this Agreement: (a) the subject matter and duration of the Processing; (b) the nature and purpose of the Processing; (c) the type of Personal Data being Processed; and (d) the categories of Data Subjects.
Data Subject Request	means an actual or purported subject access request or notice or complaint from (or on behalf of) a Data Subject exercising his/her rights under the Data Protection Legislation;
Data Transfer	means transferring the Personal Data to, and/or accessing the Personal Data from and/or Processing the Personal Data within, a jurisdiction or territory that is a Restricted Country;

GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;
Permitted Purpose	means the purpose of the Processing as specified in the Data Processing Particulars;
Personal Data	has the meaning given to it in the GDPR and for the purposes of this Agreement includes Sensitive Personal Data;
Personal Data Breach	has the meaning given to it in the GDPR and, for the avoidance of doubt, includes a breach of Clause 4.1.3;
Personnel	means all persons engaged or employed from time to time by Jisc in connection with this Agreement, including employees, consultants, contractors and permitted agents;
Processing	has the meaning given to it in the GDPR (and "Process" and "Processed" shall be construed accordingly);
Regulator	means the UK Information Commissioner's Office (including any successor or replacement body);
Regulator Correspondence	means any correspondence or communication (whether written or verbal) from the Regulator in relation to the Processing of Personal Data;
Restricted Country	means a country, territory or jurisdiction outside of the European Economic Area which the EU Commission has not deemed to provide adequate protection in accordance with Article 25(2) of the DP Directive and/or Article 45(1) of the GDPR (as applicable):
Security Requirements	means the requirements regarding the security of the Personal Data, as set out in the Data Protection Legislation (including, in particular, the seventh data protection principle of the DPA and/or the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR)) as applicable;
Sensitive Personal Data	means Personal Data that incorporates such categories of data as are listed in Article 9(1) of the GDPR;
Service	means the JiscMail service;
Schedule	means this schedule which forms part of the Agreement.

Third Party Request	means a written 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 regulation;

2. ARRANGEMENT BETWEEN THE PARTIES

2.1 The Parties shall each Process the Personal Data in accordance with the terms of this Schedule. The Parties acknowledge that the factual arrangement between them dictates the classification of each Party in respect of the Data Protection Legislation. Notwithstanding the foregoing, the Parties anticipate and agree that the LIST OWNER shall act as Controller and Jisc shall act as Processor, as follows:

2.1.1 The LIST OWNER shall be a Controller where it is Processing the Personal Data in relation to the services being supplied by Jisc; and

2.1.2 Jisc shall be a Processor where it is Processing the Personal Data in relation to the Permitted Purpose in connection with the performance of its obligations under these service terms

2.2 Each of the Parties acknowledges and agrees that the following table sets out an accurate description of the Data Protection Particulars;

The subject matter and duration of the Processing	JiscMail, the national academic mailing list service, provides email discussion and announcement lists which enable groups of individuals to communicate and collaborate on a local, national or international level using dedicated email discussion and announcement lists. The duration of the Processing will be for the term of the Service agreement between the LIST OWNER and Jisc.
The nature and purpose of the Processing	The Personal Data will be Processed in order to provide the Service ordered by the LIST OWNER.
The categories of Data Subjects	The Data Subjects are the users of JiscMail

3. CONTROLLER OBLIGATIONS

3.1 As the Controller in respect of the Processing of the Personal Data, the LIST OWNER shall ensure that:

3.1.1 It is not subject to any prohibition or restriction which would prevent or restrict it from disclosing or transferring the Personal Data to Jisc in accordance with the terms of this Schedule; and

3.1.2 all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to allow the LIST OWNER to disclose the Personal Data (including any Sensitive Personal Data) to Jisc for the delivery of the Service in accordance with the Data Protection Legislation.

4. PROCESSOR OBLIGATIONS

4.1 Jisc (as a Processor in relation to any Personal Data Processed by (or on behalf of) the LIST OWNER pursuant to the Agreement) undertakes to the LIST OWNER that it shall:

4.1.1 Process the Personal Data for and on behalf of the LIST OWNER in connection with the performance of the Service only and for no other purpose in accordance with the terms of this Agreement and any instructions from the LIST OWNER;

4.1.2 unless prohibited by law, promptly notify the LIST OWNER (and in any event within forty-eight (48) hours of becoming aware of the same) if it considers, in its opinion (acting reasonably) that it is required by Applicable EU Law to act other than in accordance with the instructions of the LIST OWNER, including where it believes that any of the LIST OWNER's instructions under Clause 4.1.1 infringes any of the Data Protection Legislation;

4.1.3 implement and maintain appropriate technical and organisational security measures to comply with at least the obligations imposed on a Controller by the Security Requirements. If requested by the LIST OWNER, Jisc will provide a description of the technical and organisational security measures that Jisc will implement and maintain;

4.1.4 take all reasonable steps to ensure the reliability and integrity of any of the Personnel who shall have access to the Personal Data, and ensure that each member of Personnel shall have entered into appropriate contractually-binding confidentiality undertakings;

4.1.5 notify the LIST OWNER promptly, and in any event within forty-eight (48) hours, upon becoming aware of any actual or suspected, threatened or 'near miss' Personal Data Breach, and:

a. implement any measures necessary to restore the security of compromised Personal Data;

b. assist the LIST OWNER to make any notifications to the Regulator and affected Data Subjects;

4.1.6 notify the LIST OWNER promptly (and in any event within ninety-six (96) hours) following its receipt of any Data Subject Request or Regulator Correspondence and shall:

a. not disclose any Personal Data in response to any Data Subject Request or Regulator Correspondence without the LIST OWNER's prior written consent; and

b. provide the LIST OWNER with all reasonable co-operation and assistance required by the LIST OWNER in relation to any such Data Subject Request or Regulator Correspondence;

4.1.7 not disclose Personal Data to a third party in any circumstances without the LIST OWNER's prior written consent, other than:

a. in relation to Third Party Requests where Jisc is required by law to make such a disclosure, in which case it shall use reasonable endeavours to advise the LIST OWNER in advance of such disclosure and in any event as soon as practicable thereafter, unless prohibited by law or regulation from notifying the LIST OWNER;

b. to Jisc's employees, officers, representatives and advisers who need to know such information for the purposes of Jisc performing its obligations under this Agreement and in this respect Jisc shall ensure that its employees, officers, representatives and advisers to whom it discloses the Personal Data are made aware of their obligations with regard to the use and security of Personal Data under this Agreement; and

c. to a sub-contractor appointed in accordance with Clause 5.

4.1.8 not make (nor instruct or permit a third party to make) a Data Transfer without putting in place measures to ensure the LIST OWNER's compliance with Data Protection Legislation;

4.1.9 on the written request of the LIST OWNER, and with reasonable notice, allow representatives of the LIST OWNER to audit Jisc to ascertain compliance with the terms of this Clause

a. the LIST OWNER shall only be permitted to exercise its rights under this Clause 1.9 no more frequently than once per year (other than where an audit is being undertaken by a LIST OWNER

in connection with an actual or 'near miss' Personal Data Breach, in which case, an additional audit may be undertaken each year by the LIST OWNER within thirty (30) days of the LIST OWNER having been notified of actual or 'near miss' Personal Data Breach):

b. each such audit shall be performed at the sole expense of the LIST OWNER;

c. the LIST OWNER shall not, in its performance of each such audit, unreasonably disrupt the business operations of Jisc;

d. the LIST OWNER shall comply with Jisc's health and safety, security, conduct and other rules, procedures and requirements in relation to Jisc's property and systems which have been notified by Jisc to the LIST OWNER in advance; and

e. in no case shall the LIST OWNER be permitted to access any data, information or records relating to any other LIST OWNER of Jisc.

4.1.10 except to the extent required by Applicable EU Law, on the earlier of:

a. the date of termination or expiry of the Agreement (as applicable); and/or

b. the date on which the Personal Data is no longer relevant to, or necessary for, the performance of the Service,

cease Processing any of the Personal Data and, within sixty (60) days of the date being applicable under this Clause 4.1.10, return or destroy (as directed, in writing, by the LIST OWNER) the Personal Data belonging to, or under the control of, the LIST OWNER and ensure that all such data is securely and permanently deleted from its systems, provided that Jisc shall be entitled to retain copies of the Personal Data for evidential purposes and to comply with legal and/or regulatory requirements;

4.1.11 comply with the obligations imposed upon a Processor under the Data Protection Legislation; and

4.1.12 assist the LIST OWNER in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of Processing and the information available to Jisc, provided that Jisc shall be entitled to charge a fee to the LIST OWNER (on a time and materials basis and at such rate notified by Jisc to the LIST OWNER from time to time) in respect of providing any such assistance to the LIST OWNER.

4.2 Notwithstanding anything in this Agreement to the contrary, this Clause 4 shall continue in full force and effect for so long as Jisc Processes any Personal Data on behalf of the LIST OWNER.

5. SUB-CONTRACTORS

5.1 Jisc may from time to time use sub-contractors to perform all or any part of its obligations under this schedule. Jisc shall notify the LIST OWNER prior to appointing a sub-contractor. The LIST OWNER may object to the appointment of any sub-contractor and Jisc shall reasonably take into account the views of the LIST OWNER in appointing any such sub-contractor, but for the avoidance of doubt the appointment of any sub-contractor shall be at Jisc's absolute discretion and Jisc shall have no obligation to act in accordance with any objection raised by the LIST OWNER. Information regarding the sub-contractors Jisc uses from time to time in connection with the performance of the Service can be found on the Service website.

5.2 Jisc may from time to time disclose Personal Data to its sub-contractors (or allow its sub-contractors to access Personal Data) for Processing solely in connection with the fulfilment of the Permitted Purpose.

5.3 Where Jisc uses a sub-contractor to Process Personal Data for or on its behalf, it will ensure that the sub-contractor contract (as it relates to the Processing of Personal Data) is on

terms which are substantially the same as, and in any case no less onerous than, the terms set out in Clause 4 of this schedule.

5.4 Jisc shall remain liable to the LIST OWNER for the acts, errors and omissions of any of its sub-contractors to whom it discloses Personal Data, and shall be responsible to the Customer for the acts, errors and omissions of such sub-contractor as if they were Jisc's own acts, errors and omissions to the extent that Jisc would be liable to the LIST OWNER under this Agreement for those acts and omissions.

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13. Amendments

JiscMail reserves the right to amend these Service Policies at any time without notice. If the policy is amended then all list owners will be informed and they may distribute the information to list members.

This policy was last updated on **13 June 2018**, additional information has been added to Clause 5 in the Data Protection Schedule Section 12: Data Protection Schedule