

## **Annex B**

### **Agreement regarding use of additional data from the National Student Survey**

Name of institution:..... ('the institution')

#### Purpose

1. This agreement sets out the purpose for institutions to use the additional data about its own students' feedback in the 2005 and 2006 National Student Survey (NSS), being provided via Ipsos MORI on behalf of HEFCE.
2. Ipsos MORI will make available a range of data, including some that will not be published on the Teaching Quality Information (TQI) site. This additional data includes:
  - students' anonymised comments;
  - data that falls below the 'reliability threshold' being used on the TQI site (at least 50 per cent response rate and more than 30 responses).
3. The purpose of this agreement is to:
  - maintain a distinction between NSS data that is published on the site for the purposes of informing student choice; and more detailed data that is made available to inform institutions and students' unions;
  - establish a common process for responding to requests for such information under the Freedom of Information Act 2000 (FOIA).

#### The agreement

4. The institution:
  - understands that the additional data are being made available solely for internal purposes, such as to inform quality management and enhancement processes;
  - will not actively disseminate the additional data to third parties, for example in publicity or marketing materials;
  - in the case of enquiries under the FOIA in relation to the anonymous quantitative data, can consult with HEFCE when considering whether to disclose the information;

- in the case of enquiries under the FOIA in relation to the anonymised qualitative data (individual student comments), will not release this to a third party. We consider that to disclose this information would be unfair and a breach of the first principle of data protection (see paragraph 6 below);
- will make reasonable efforts to ensure that all staff with access to the additional data will respect this agreement.

#### Enquiries under the FOIA

5. If requests are made under the FOIA for any additional quantitative data not published on the TQI web-site, both HEFCE (which will own and hold all such data), in consultation with HEFCW, and institutions (who will have access to data about their own students), should consider whether or not to disclose it. HEFCE does not publish this information because the data do not meet the reliability threshold for publication and therefore could misinform student choices. If institutions decide to disclose this information they may wish to put the response in context by making reference to HEFCE's policy.
6. If requests are made under the FOIA for any additional qualitative data (the anonymised student comments) not published on the TQI web-site, both HEFCE and institutions should not disclose it. Section 40 of the FOIA (on personal information) provides an exemption from disclosure for information which is the personal data of a third party. Section 40 allows for such information to be withheld where its disclosure would be a breach of data protection principles on fairness and lawfulness. Students were informed through the privacy statement on the survey that their comments would be made available to institutions and student unions for the purpose of feedback. Students would not have reasonably expected that their comments would be made available more widely than this. Therefore releasing this information would be in breach of the first principle of data protection (fairness and lawfulness).

#### Copyright and Rights in Databases Regulations

7. HEFCE, on behalf of all the other funding bodies, wishes to exercise its right to prevent unauthorised extraction and/or re-utilisation of the whole or a substantial part of the NSS database. This right is described in Statutory Instrument 1997, No. 3032 (The Copyright and Rights in Databases Regulations 1997). The other UK HE funding bodies have unlimited access to the database for their own purposes. Ipsos MORI may freely use the database only while under contract to HEFCE in connection with the NSS. Institutions and named student unions who sign this agreement may only use the

database for the purposes described. HEFCE reserves the right to take action available to it under the regulations in respect of any infringements of this agreement.

Process

8. Access to the additional data will be via a password-protected web-site operated by Ipsos MORI. All previously issued passwords will no longer be valid as Ipsos MORI will be providing access to both 2005 and 2006 NSS data. Therefore please confirm below the main contact to be supplied with the password. This contact may share the password with appropriate individuals within the institution, and in doing so should ensure that they are aware of the terms of this agreement. Ipsos MORI will contact these individuals directly by e-mail during August 2006 with details.
  
9. Users of the site will be reminded of the terms of use when logging in.

Main institutional contact for accessing additional NSS data (to whom the password will be sent):

Name: .....

Position: .....

E-mail address: .....

Signed on behalf of the institution by:

Name: .....

Signature:.....

Position (Head of institution, or authorised deputy): .....

Date: .....

Please return this form to Emma Attridge, Ipsos MORI, Kings House, Kymberley Road, Harrow HA1 1PT, no later than **25 August 2006**.