

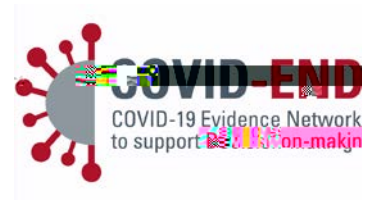
JISC Service Policies (Last updated 17 July 2020)

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**:

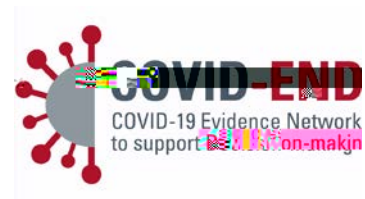
- 1) share and promote the use of resources that are in the public domain;
- 2) make constructive contributions to online discussions;
- 3) declare any real or perceived conflicts of interest in relation to posts made to the listserv;
and
- 4) be nice (in conduct).

Subscribers can also review the full JISC Service Policies that are reproduced later in this



- o Keep messages short and to the point.
- o Complain to the list owner - not the list.
- o 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).
- o Think before cross-posting to multiple lists - some people belong to more than one list.
- o 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.



- 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.

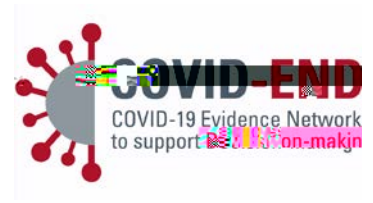
Jisc Mail does not control or bear any liability for the content of messages you or others post to lists, it acts as a conduit for messages and we are not liable for the conduct of any other Jisc Mail user. Jisc Mail neither moderates nor edits messages before they are posted to the list.

4. Role of List Owners

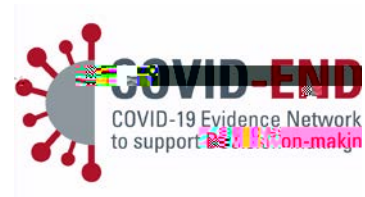
Each JiscMail list is managed by one or more individuals, referred to as list owners, list owners are volunteers working in UK academic and research communities. List owners are expected to manage their lists fairly and for the benefit of the majority of list subscribers.

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.
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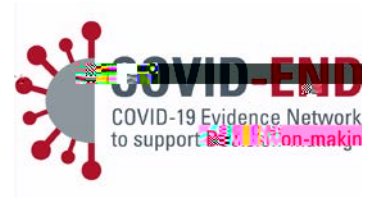
6. Content of messages

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.

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

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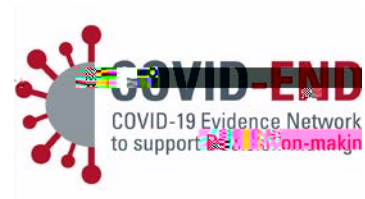


Further information on copyright is available from the Jisc website, [Guide to Copyright Law](#) or visit [The UK Copyright Licensing Agency](#).

7. **ai.ing List Archives**

Messages you post to JiscMail lists may be archived by the list (visible on the JiscMail website)

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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 of 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.

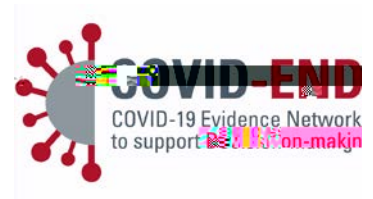
Service Performance

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

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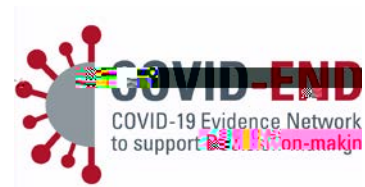
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**Processor and Data
 Subject**

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);

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;



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;

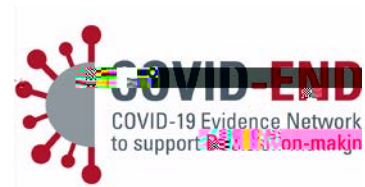
4.1.3 implement and maintain appropriate technical and organisational security measures to comply with at least the obligations imposed on a Controller by the Security Requirements. If requested by the LIST OWNER, Jisc will provide a description of the technical and organisational security measures that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



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.

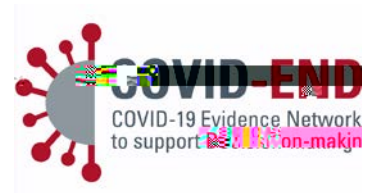
4.1.10 except to the extent required by Applicable EU Law, on the earlier of:

- 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

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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

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