

Modernised Contextual Data Service (MCDS)

These terms and conditions relate to the Modernised Contextual Data Service and should be read in accordance with UCAS's Terms of Service.

The Modernised Contextual Data Service (MCDS) is being run for the purposes of contextualised admissions. More information about contextual admissions can be found on <u>ucas.com</u>.

1. Definitions and interpretation

In these terms and conditions, the following expressions will have the following meanings:

"Agreed Purpose" means solely for this purpose of effecting contextualised admissions.

"Agreement" includes these terms and conditions and the Terms of Service, as updated and reissued by UCAS from time to time.

"MCDS Data" means the data included in the applicant-level data file.

"MCDS" means the Modernised Contextual Data Service by which UCAS provides participating HEP Customers with a set of individual-level contextual statistics about their applicants.

"Service Schedule" means UCAS's schedule for issuing the MCDS Data to the Customer.

2. Provision of DC Service

2.1. The Customer must sign and return this Agreement to UCAS before receiving any MCDS Data.

2.2. UCAS shall provide the MCDS Data in accordance with Clause 3.

2.3. There will be no cost for receiving the MCDS Data.

2.4. UCAS will send details of Applicants who have made an application to the Customer. For Summer 2020 Customers will be able to access details on Applicants who have not yet selected them as a choice to support informed

Clearing admissions decisions.

2.5. MCDS Data will only include Applicants who are 18 or 19 years old, England domiciled, recorded in the National Pupil Database (NPD) and who have entered all relevant information on their UCAS application forms.

2.6. UCAS reserves the right at all times to vary, change, alter, amend, add to or remove the MCDS service and these terms and conditions.

3. Relevant dates

3.1. UCAS shall provide the MCDS Service on a daily basis as per the Service Schedule (not including bank holidays).

3.2. UCAS will use its reasonable endeavours to deliver the Applicant Data in accordance with any delivery dates and

times set out in the Service Schedule. Any such dates and times are provisional and approximate only.

4. Using the MCDS Data

4.1. The MCDS Data supplied by this Service is strictly for the Agreed Purpose. No other purpose is permitted.

4.2. All MCDS Data supplied through the MCDS is to be destroyed no later than a year after the initial receipt of the

data. This must include any data integrated into a Customer relationship management system or other databases. 4.3. The MCDS disclosure for summer 2020 Clearing must only be used to review the information of individuals making clearing enquiries directly to the Customer prior to application, choice submission, or a situation where an admissions decision is outstanding for an Applicant to the Undergraduate scheme. No actions are permitted beyond the Agree Purpose.

4.4. No attempts should be made to access protected areas of this product as this will be a breach of contract and a potential offence under Section 171 of the Data Protection Act 2018.

5. Termination

5.1. If the Customer fails to comply with Clause 4 of this Agreement, UCAS may terminate this Agreement with immediate effect by notifying the Customer.

5.2. Upon termination for any reason, the Customer will immediately delete or remove any information in their possession and immediately destroy or return to UCAS all copies of MCDS Data in the Customer's possession, custody or control and, in the case of destruction, certify that they have done so.