

RULES OF USE
OF THE MOBILE SURVEY APPLICATION
“NATIONAL STUDENT SURVEY”

By registering with the mobile survey application “National Student Survey (hereinafter referred to as the NSS)” of the Centre for Quality Assessment in Higher Education you confirm that you have read the terms and conditions of the application services and the rules of use thereof (hereinafter referred to as the Rules), and that you undertake to comply with them.

1. General provisions.

1.1. The Rules govern the legal relations between the NSS Manager and the NSS User, which arise when the NSS User uses the NSS services.

1.2. The aim of the NSS services is to collect students’ opinion about their studies, the higher education institutions implementing these studies, and to systematise information about activities of higher education institutions and the quality of studies. The obtained summarised and depersonalised students’ opinion about the quality of the studies will be submitted to the experts invited by the Centre for Quality Assessment in Higher Education, who will perform the evaluation of higher education institutions and studies. A higher education institution, when conducting its own developed NSS surveys, will use the obtained results for its own needs, which cannot contradict to the aim of the provided NSS services. The Centre for Quality Assessment in Higher Education shall not be held responsible for NSS surveys conducted by a higher education institution and the use of their results.

1.3. **NSS Manager** – Centre for Quality Assessment in Higher Education (hereinafter referred to as the SKVC, the Centre).

1.4. Contact SKVC information:

1.4.1. legal entity code: 111959192;

1.4.2. address: A. Goštauto g. 12, LT-01108 Vilnius, Republic of Lithuania;

1.4.3. electronic mail: skvc@skvc.lt.

1.5. **NSS User** – a student of a higher education institution.

1.6. The SKVC as the NSS Manager shall:

1.6.1. ensure proper processing of personal data received from the Student Register in line with the Personal Data Supply Agreement concluded with the Centre of Information Technologies in Education;

1.6.2. collect depersonalised data of conducted NSS surveys;

1.6.3. administer questionnaires, formulate questions, send them to users, and systematise the obtained results.

1.7. Higher education institutions, being the recipients of the NSS services, who have signed the agreement on the provision of services of the National Student Survey mobile application, shall get an opportunity to:

1.7.1. develop, send and see the results of their formulated questionnaires;

1.7.2. monitor the operation of the interactive element in the profile of the higher education institution;

1.7.3. create and send information messages;

1.7.4. see the proposals initiated by students of the higher education institution, and observe their progress;

1.7.5. contact only registered users of the higher education institution.

1.8. **NSS services to the NSS User:**

- 1.8.1. completion of questionnaires, results of the surveys;
- 1.8.2. formation of proposals, support of proposals and progress review;
- 1.8.3. review of the scores obtained, review of possible prizes.
- 1.9. **NSS User identification:**
 - 1.9.1. The user registers in the NSS by entering his/her name, surname and personal identification number;
 - 1.9.2. The data submitted by the user are verified with the data of the Student Register administered by the Centre of Information Technologies in Education, which is specified in sub-paragraph 4.4 of the Rules;
 - 1.9.3. The user registers with the NSS only once.
- 1.10. The user data are updated automatically after the data changes in the Student Register.
- 1.11. **The NSS User can perform the following actions:**
 - 1.11.1. Register with the NSS;
 - 1.11.2. Answer to the questionnaires submitted by the SKVC and/or his/her higher education institution, and see the summarised depersonalised results of the completed questionnaires;
 - 1.11.3. Develop proposals in order to initiate changes in his/her higher education institution or to disagree with the changes under implementation or under consideration in his/her higher education institution, and to see the progress of proposals;
 - 1.11.4. Share information about a created proposal in social networks;
 - 1.11.5. Collect scores for the actions performed in the NSS application and to exchange them for the prizes indicated by the administrator of the higher education institution. The administrator of the higher education institution has the right to choose whether to use this NSS function. The SKVC shall not be held responsible for the prizes.
- 1.12. Apart from these Rules, the relations between the NSS User and the SKVC are also governed by the provisions of the legal acts of the Republic of Lithuania and legal acts of the SKVC regulating the procedure of external evaluation of activities of higher education institutions and their studies.

2. Rights and obligations of the NSS User

- 2.1. *The NSS User shall have the right to:*
 - 2.1.1. use the NSS services specified in sub-paragraph 1.8. of the Rules;
 - 2.1.2. receive accurate and detailed information about the provided NSS services;
 - 2.1.3. obtain information about the procedure of implementation and protection of his/her personal rights related to his/her personal data processing;
 - 2.1.4. be aware (be informed) about the processing of his/her personal data at the Center, the right of access to his/her processed personal data and the way the data is processed, the right to have his/her personal data corrected, deleted or suspended, except for storage, the data processing actions when the data are processed in violation of legal provisions, the right to data portability, the right to object to the processing of his/her personal data, the right to withdraw his/her consent to the processing of personal data and the right to delete his/her data, as well as the right to the lodge a complaint to the State Data Protection Inspectorate.
- 2.2. *NSS User shall undertake:*
 - 2.2.1. to provide correct information about himself/herself, including his/her full name, surname and personal identification number, which is used to link to the data in the Student Registry and to provide the NSS user-relevant information, when registering with the NSS;
 - 2.2.2. to register with the NSS only once;
 - 2.2.3. not to use the NSS for unlawful acts or acts contrary to the honour and dignity of the public;
 - 2.2.4. to exercise due diligence and to inform the NSS Manager of any circumstances that may cause the NSS User to suspect that defects, errors, inaccuracies, or security gaps may exist or may occur in NSS decisions;
 - 2.2.5. to use the NSS services only personally and in no way or by no means allow or permit access to the NSS services to any third party.

2.3. *By using any of the NSS services, the NSS User shall confirm that he/she:*

- 2.3.1. is a fully capable natural person entitled to use the services of the NSS;
- 2.3.2. will properly perform his/her duties specified in paragraphs 2.2 of the Rules;
- 2.3.3. understands and agrees that the SKVC will process the personal data of the NSS User in accordance with the General Data Protection Regulation, the legislation implementing the General Data Protection Regulation and paragraph 4 of the Rules.

3. Rights and obligations of the NSS Manager

3.1. The NSS Manager shall have the right, at his/her own discretion, to restrict or terminate the NSS User's right or access to the NSS, including modifying any information provided by the User to the NSS, deleting the User, and prohibiting the User from re-registering with the NSS if the User:

- 3.1.1. violates these Rules or fails to fulfil his/her obligations under these Rules;
- 3.1.2. provides false, incomplete, and/or misleading information when registering or using the NSS.

3.2. The NSS Manager shall have the right to unilaterally suspend or terminate the NSS activities.

3.3. The NSS Manager shall undertake to:

- 3.3.1. process personal data received only for user identification and authentication;
- 3.3.2. use depersonalised data for the analysis of a specific survey conducted;
- 3.3.3. ensure the smooth operation of NSS hardware and software aimed for NSS services provision;
- 3.3.4. provide all necessary technical and methodological information necessary to use the NSS services;
- 3.3.5. implement organisational and technical measures of NSS information security, which are aimed at ensuring the reliability, accuracy and authenticity of the data and at protection of the data from accidental or unlawful destruction, alteration, disclosure, as well as any other unlawful processing from the moment of the data submission to the NSS until the expiry day of the data storage term, except for cases when the data breach is caused by the NSS User;
- 3.3.6. inform NSS users about scheduled works that may affect the proper provision of the NSS services and about any other circumstances (technical failures, etc.) that may affect the proper provision of the NSS services.

3.4. The NSS Manager shall not be held responsible for any direct or indirect losses or damages that may result from factors beyond the NSS Manager's control, i.e. because of:

- 3.4.1. the ethical, false, irrelevant, inaccurate or incomplete content of the information or documents submitted to the NSS by the NSS user or third parties;
- 3.4.2. the NSS User's negligence or indiscretion that has resulted in third party access to the NSS;
- 3.4.3. a breach of security of the NSS User equipment (for example, infecting a device with malware or hacking, etc.) or malfunctioning (for example, equipment is physically and technologically outdated, shortage of all required drivers, updates, etc.);
- 3.4.4. NSS services disorders due to data synchronization with the Student Registry;
- 3.4.5. inaccessibility of the NSS when the NSS cannot be reached due to malfunctions of electronic communications networks.

3.5. Higher education institutions, as recipients of the NSS services, who have concluded an agreement on the National Student Survey Mobile Application Services, shall undertake:

- 3.5.1. to take steps in order to announce themselves as independent data managers and inform NSS Users of the purposes and scope of personal data processing;
- 3.5.2. to ensure proper and secure operation of the technical and software tools employed by the higher education institution for the use of the NSS services;
- 3.5.3. to provide only correct, relevant, accurate and complete information, and to use the NSS for its intended purpose;
- 3.5.4. not to use the NSS services in ways that could threaten the stable provision of the NSS services;

3.5.5. to use the NSS services only for the purpose of performing the functions specified for a higher education institution in the legal acts of the Republic of Lithuania, and not to use the NSS services for commercial purposes;

3.5.6. in no way or by no means allow or permit access to the NSS services to any third party;

3.5.7. to be diligent and to inform the NSS Manager of any circumstances that may cause the higher education institution to suspect that defects, errors, inaccuracies, or security gaps may exist or may occur in NSS decisions.

4. Processing of personal data

4.1. The SKVC has the right to process personal data provided by the NSS User at the time of registration or thereafter in accordance with the procedure, purposes and time limits set forth in the General Data Protection Regulation, the legislation implementing the General Data Protection Regulation and these Rules.

4.2. The SKVC has appointed a data protection officer who can be contacted via dap@skvc.lt.

4.3. The SKVC will collect the following personal data from the NSS User with his/her consent for downloading and authentication to the NSS: name, surname and personal identification number. The purpose of this data processing is to identify and authenticate the student in the Student Register.

4.4. The Student Registry, when using the student identification data obtained from the SKVC, provides the following data intended for identification of survey groups and conducting of analyses: the student's name, surname, personal identification number, date of birth; the date of the student's registration with the register and the date of his/her removal from the register; the legal code of the higher education institution; the name of the higher education institution; the cycle of studies; the mode of studies; the state code of the study program; the title of the study program; the type of studies; the study status; the course code; Lithuanian student Identity Card number; the name of the joint institution; the start and end of the studies at a higher education institution. The purpose of this data processing is to provide the NSS User with personalized information and questionnaires.

4.5. Once the student enters the identification data, he/she will no longer have to repeat the data entry and will be assigned an internal code. The identification data will only be visible to the SKVC administrator. Third parties will not be able to identify the student who responded to the surveys.

4.6. The student's study program data will be updated automatically from the Student Register to ensure the accuracy of the data.

4.7. Upon expiration or termination of the student's agreement with a higher education institution, or upon the student's withdrawal of his/her consent to process his/her personal data, all the student's data will be depersonalised and destroyed, by leaving only depersonalised survey results in the system.

4.8. The data will be processed until the user retains the status of a student or until the user revokes his/her consent to the processing of his/her personal data.

4.9. The rights of the data subjects and the procedure for their implementation are available at: <http://www.skvc.lt/default/lt/teisine-informacija/asmens-duomenu-sauga>.

5. Amendments to the Rules

5.1. The SKVC has the right to unilaterally change the Rules if the NSS is upgraded and updated in order to ensure a more comfortable and secure use.

5.2. The SKVC will notify the NSS User of any amendments to the Rules by announcing it in the NSS.

5.3. Amendments to the Rules shall take effect from the date of their publication in the NSS.

6. Final provisions

6.1. If any provision of these Rules becomes invalid, for any reason, in whole or in part, it shall not invalidate the remaining provisions of the Rules.

6.2. All disagreements between the SKVC and the NSS User regarding the implementation of these Rules shall be resolved by negotiation. If the parties fail to resolve the dispute by negotiation, such dispute shall be resolved in accordance with the procedure established by the laws of the Republic of Lithuania.

6.3. The Rules shall take effect from the moment the NSS User confirms that he/she agrees with them and shall remain in effect for the entire duration of the relations between the NSS User and the SKVC. The user has the right to terminate his/her legal relations with the SKVC at any moment by revoking his/her consent or removing the NSS application from his mobile device.