



Institution's terms and conditions

These terms and conditions of use apply to users of the Universities Superannuation Scheme Limited secure website known as the employer portal (**Institution terms and conditions**). Please read these Institution terms and conditions carefully before using this site. If you do not agree with the terms, please do not use the employer portal.

The [USS privacy notice](#) and [USS cookie information](#), also apply to the use of the employer portal.

We have the right to amend these terms from time to time. Every time you wish to use the employer portal, please check these terms to ensure you understand the Institution terms and conditions that apply at that time.

1. General

1.1 In these Institution terms and conditions, the following words and phrases shall have the meanings set out below:

"Application Form" means the application form signed by the Institution's official contact;

"eForms" means the online forms available within the employer portal;

"Information" means information relating to members (including without limitation information which is contained in or originates from the employer portal);

"Institution/you" means the institution identified in the Application Form;

"Member" means a member of the Scheme and **"members"** shall be construed accordingly;

"Scheme" means the scheme known as 'Universities Superannuation Scheme' established by a declaration of trust dated 2 December 1974 and now governed by the Trust Deed and Rules of the Scheme;

"Secure file transfer" means the secure file transfer system provided by USS to transmit member data between institutions and USS;

"Service provider" means any service provider who provides pensions administration services to an Institution and which is identified in the Application Form;

"Trust Deed and Rules of the Scheme" means the Rules of the Scheme dated 19 November 2015 (as amended from time to time) a copy of which can be obtained on the Scheme rules;

"USS/us/our/we" means Universities Superannuation Scheme Limited, a company incorporated in England and Wales with registration number 1167127 and having its registered office at Royal Liver Building, Liverpool, L3 1PY;

"User" means a person employed by the Institution or a service provider, who is identified as a "user" in the Application Form and is granted access by USS to the employer portal;

"Employer portal" means the secure part of the website operated by the Trustee Company at uss.co.uk (or such other address as USS may notify the Institution of from time to time) for the purpose of allowing secure access to Information and also known as the "employer portal"; and

“Worktray” means the task worktray accessible to designated users within the employer portal.

1.2 The Institution agrees that it will use the employer portal and otherwise communicate with USS in accordance with the terms and conditions set out in these Institution terms and conditions.

1.3 The employer portal, including its design, operation and content is proprietary material of USS or its licensors. All rights are expressly reserved. The Institution may only use the employer portal for non-commercial use in accordance with these Institution terms and conditions.

1.4 USS endeavours to ensure that all information on the employer portal is accurate and up to date. If, however the Institution becomes aware of any errors in relation to the information on the employer portal, it shall advise USS immediately. The Information made available by USS on the employer portal may only be used by Institutions to provide estimates, quotations and provisional calculations. If an Institution or member wishes to rely on any Information from the employer portal, the Institution shall contact USS who will confirm if such Information is accurate and up to date otherwise, USS is unable to warrant, guarantee or represent that any such Information is accurate and/or up to date.

1.5 In the event of any inconsistency between the content of these Institution terms and conditions, the employer portal and the Trust Deed and Rules of the Scheme, the Trust Deed and Rules of the Scheme (as applicable) shall take precedence followed by these Institution terms and conditions and then the employer portal.

2. Use of data

By participating in the Scheme, the Institution agrees to comply with these Institution terms and conditions and in particular the Institution agrees that:

2.1 It shall not disclose any Information to any third party (other than a user, service provider or the member to whom such information relates), without obtaining the prior written authorisation of the relevant member or as may be required by law;

2.2 It will use the information only to provide members which it employs with indicative quotations and other general information about their pension and benefits, with the Scheme unless confirmation of the accuracy of such information is obtained from USS in accordance with clause 1.4 above;

2.3 It will not use (or attempt to use or permit the use of) the employer portal to access information about any member other than a member which it employs or has been employed by it or any member who is commencing employment with it;

2.4 The employer portal and information will only be used by the Institution for Scheme related matters;

2.5 It will only use the employer portal and information for the purpose of administering members' pensions with the Scheme (which includes permitting copies of the information to be printed) and any misuse (being any activity considered as misuse by USS in its absolute discretion) of the information will result in the Institution's and its users' access to the employer portal being removed or suspended without notice;

2.6 It agrees that it will not use the information for any purpose other than as specified in clauses 2.4 and 2.5 above without obtaining tUSS's prior written consent which may be obtained by contacting USS in writing;

2.7 Information contained within the employer portal (including without limitation the information) will be updated regularly and the content of the employer portal may therefore change at any time; and

2.8 It is aware of and will take all reasonable steps to ensure that member data is treated securely and in line with the USS privacy notice and in line with the Data Sharing Agreement between the Institution and USS.

3. Communications between the Institution and USS

The Institution agrees that it will only send personal data (as defined in the Data Protection Act 2018) relating to members to USS or using such secure file transfer systems (including but not limited to the Employer portal) as may be approved by USS. If the Institution has any queries in relation to the correct method of sending member data to USS then it will contact USS immediately to confirm this and, in any event, prior to sending such data.

4. Provision of information

The Institution agrees that it shall maintain a record of each member's decisions and/or elections in respect of its pension in the Scheme in accordance with such procedures as USS may notify it of, from time to time.

5. Warranty

The Institution warrants, represents and undertakes that it has taken all reasonable steps to ensure all information provided to USS (including without limitation the Information and information relating to members' elections and decisions regarding the Scheme and their Scheme pensions) is accurate, up to date and complete in all respects.

6. Security

6.1 The employer portal uses a digital certificate, which is compatible with most browsers. The Institution has a responsibility to check the digital certificate to ensure that it is accessing the approved website.

6.2 The Institution will not allow third parties to access the employer portal on its behalf, except for authorised users.

6.3 The Institution shall not share log in details between users, please contact USS for your own log in details.

6.3 The Institution will be liable for any unauthorised use of the employer portal via the Institution's systems.

6.4 The Institution will advise USS as soon as possible of users who leave the employment of the Institution, or no longer require access to the employer portal, so that access can be removed.

7. Viruses, hacking and other offences

7.1 USS do not guarantee that the employer portal will be secure or free from bugs, viruses or defects of any description.

7.2 The Institution is responsible for configuring information technology, computer programmes and platform to access the employer portal. The Institution should use their own virus protection software.

7.3 The Institution will ensure that its users and any other persons within or connected to it do not:

7.3.1 Misuse the employer portal by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful;

7.3.2 Gain unauthorised access to the employer portal, the server on which the employer portal is stored, or any server, computer or database connected to the employer portal; or

7.3.3 Attack the employer portal via a denial-of-service attack or a distributed denial-of-service attack.

7.4 By breaching clause 7.3 above, a user will commit a criminal offence under the Computer Misuse Act 1990. The Trustee Company will report any such breach to the relevant law enforcement authorities and the Trustee Company will co-operate with those authorities by disclosing the user's identity. In the event of such a breach, the Institution's right to use the employer portal will cease immediately.

8. Linking to the employer portal

8.1 The Institution may not create or allow any links to the employer portal's homepage to exist on its systems to any websites whether operated by the Institution or a third party. The Institution may permit users to create a link to the employer portal as a "favourite" on its systems as long as such users have access to the employer portal.

8.2 The Institution must ensure that its users do not frame the employer portal on any other site or create any links to any part of the employer portal other than as permitted in clause

9. Liability

9.1 Nothing in these terms excludes or limits USS's liability for death or personal injury arising from its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, USS do not provide, whether express or implied, any representations, warranties and/or guarantees that the employer portal and/or its content is up-to-date, complete, accurate and/or free from errors or omissions. We will not accept any liability for any loss or damage caused by any use of, or reliance on, any information on the employer portal.

USS will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or connection with use of or

inability to use of the employer portal or your reliance on any content or materials displayed on the employer portal.

The Institution agree to cover any losses, liabilities, costs, damages, expenses and professional fees that USS may reasonably incur and/or suffer as a result of your breach of these terms, including (but not limited to):

Any claim by a third party; and/or
Any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with your breach of these terms.

10. Termination

USS reserves the right to suspend or withdraw an Institution's access to the employer portal at any time without notice.

11. Variations

USS may revise these Institution terms and conditions at any time by amending the relevant page on the employer portal without notice. Every time the Institution uses the employer portal, please check these Institution terms and conditions to ensure you understand the terms that apply at that time.

12. Severance

If any part of these Institutions terms and conditions is found to be void or unenforceable, it will be severed from the rest to the extent that it does not affect the validity of the remainder.

13. Survival and Accrued Rights

Termination or expiry of these Institution terms and conditions however caused, shall be without prejudice to any obligations or rights of either of the parties which may have accrued before termination or expiry and shall not affect any provision of these Institution terms and conditions which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry including clauses 1.3, 2, 5, 9, 13 and 14.

14. Governing law

These Institution terms and conditions and any dispute or claim arising out of in connection with them is governed by and shall be construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Institution terms and conditions.

15. Contact us

If you have any queries regarding our website or these terms please [contact us](#) or write to us at USS, Royal Liver Building, Liverpool L3 IPY.