



Terms & Conditions of Use of OWL County

Date:

Overview

OWL (Online Watch Link) is a communications and contact/group/watch management system accessed via the Internet. The system, including its servers, is managed as part of a service in a highly secure data centre.

Definitions

- The "System" means the software and services provided by the Supplier, collectively known as "OWL" or "OWL County".
- The "Authority" means the police force, local government agency or department who have licenced this System and those employed by the Authority who have been granted access to the System.
- The "Supplier" means Direct Path Solutions Ltd (Company Registration Number: 05236592).
- A "District" refers to a geographical region run by a local government authority as referenced by the Office for National Statistics as a district, borough or unitary authority. This document and the System include a Welsh County or London Borough under the definition of a District.

General

1. The System is licensed to be used for addresses, groups and schemes within the borough of only and to be operated by staff employed by or with permission of the Authority. This can include public volunteers.
2. A month contract for licensing and support will commence on / / . If there is a delay to the start date then the Authority and Supplier can agree to a new start date, deferred by no more than 3 months, by mutual consent in writing (by way of an email or printed letter).
3. The agreed payment must be received in full by the Supplier from the Authority within 30 days after the date the G-Cloud contract was signed.
4. At the end of the licence period, if it has not been renewed, access to the system will be withdrawn. Data inputted into the System by the Authority will be retained for up to 3 months thereafter or deleted sooner at the request of the Authority. While the data is being retained the Authority may request the Supplier to provide a data file (CSV or Excel) containing details of every contact that has been entered into the System by the Authority. The Supplier will fulfil such a request within 14 days.
5. Telephone calls and SMS charges incurred as a result of using the System's communications capabilities are at an additional cost and will be invoiced separately in arrears if there is an outstanding balance. Each invoice must be settled within 30 days.
6. Support, billing enquiries, comments or grievances regarding telecommunications must be made directly to the Supplier (Direct Path Solutions Ltd).
7. Use of the System (i.e. logging in to the System by the Authority) will be deemed as acceptance of the Terms & Conditions of Use if this agreement had not been signed by that time.

Support & Training

8. Group training is provided by the Supplier, free of charge, for police/council officers and community coordinators. See the pricing document for options.
9. Support by email and telephone is provided for two named contacts for each licence. In the event of a category A or B fault (as defined by the SLA) and if a police user is unable to contact one of the two named contacts that can use telephone support, that police user may use the telephone support line to report the fault. The Supplier will exercise reasonable flexibility on the conditions in this paragraph for use of telephone support during the first few of months of the contract.
10. The hours of support are 9:30am to 5:30pm, Mon-Fri excluding bank holidays.
11. When email support is required to report a problem, the Authority must specify the nature of the problem, a copy of the error message (either as text or a screenshot) and the steps that were taken prior to the problem occurring. Failure to provide such information will result in delays in investigating the problem.
12. The Authority must notify the Supplier immediately if they become aware of any fault or security issue relating to the System.

Data Entry & Control

13. The data entry and handling of watches and the personal details of residents are the responsibility of the Authority. The Authority will make every effort that the processing of this data is compliant with any prevailing UK regulation concerning data protection, for example, the General Data Protection Regulation (GDPR) and the Data Protection Act.
14. The Authority agrees to become the Data Controller. The Data Controller is "the person who (either alone or jointly or in common with other persons approved and given access permission by the Authority) determines the purposes for which and the manner in which any personal data are, or are to be, processed, and as defined by the Data Protection Act".
15. The Supplier shall not be held responsible in any way for any consequences arising out of message content generated by any users of the System.
16. When drawn to their attention, the Authority is responsible for the removal of inappropriate content on the system. The Supplier can assist if requested.
17. The Supplier does not and will not claim any rights or ownership of data entered into the System. However, the Authority grants the Supplier permission to store, process and access such data for the sole purpose of operating and supporting the System.
18. Data must be entered into the system in accordance with the Supplier's requirements and as will be specified in any training and users guides.
19. The Supplier undertakes to backup the database on a nightly basis for the purposes of disaster recovery.
20. Accidental or intentional deletion of data by Representatives of the Authority cannot be undone. (On-screen warning is given before deletion of watches, area and wards occur.) Although backups of the entire database are taken on a nightly basis they are done so for disaster recovery purposes only. E.g. damage to server hardware or cyber-attack.
21. The Supplier will not sell or disclose to third parties any personal data entered into the System.

22. Special Users

- 22.1. Special User roles are administrator level roles for the police and their partner agencies. The Authority must not grant "Special User" roles to users who are not police or council employees without first obtaining written permission from the Supplier for security and licencing reasons.
- 22.2. New users given "Special User" or Community Coordinator accounts on the System must not be allowed to use the System without supervision unless they have been given a reasonable amount of training. The Authority may provide their own internal training if the trainer has received training by the Supplier and has become moderately proficient with the System. This is to help avoid mistakes such as accidental deletion of data or sending messages to the wrong recipients.

Accounts

23. Only one account per Borough can be granted the role of "Watch Liaison Officer".
24. Only one account per Borough (which can include a police vetted volunteer) can be granted the role of "Community Coordinator". In addition, one Deputy Community Coordinator can be granted per Borough.
25. The Supplier advises the Authority to have volunteers pass a criminal records check prior to being given a coordinator role on the System, particularly a "Ward Coordinator" or "Community Coordinator" role.

Security

22. Passwords and PINs to log into the System must be kept private and held securely by each user and is their responsibility to do so. The Supplier cannot be held responsible if there is a breach of security due to individuals misplacing or disclosing their passwords or PINs or if such information is physically or electronically stolen from a user or their place of work or residence.
23. Sharing of passwords or user accounts between two or more people is strictly prohibited.
24. The System will log users out after 30 minutes of inactivity as a safeguard, but users should log out of the System (by clicking on the logout button) if they have finished using the System or intend to leave their computer unattended
25. All users of the System must be running up-to-date anti-virus software on the computer used to access the System. This applies to all users working for the Authority but it is acknowledged that the Authority cannot be held responsible if watch members logging in from outside of the Authority's network are not running up-to-date anti-virus software. As a safety precaution, the Authority will remind watch members of the importance of using up-to-date anti-virus and anti-spyware software when appropriate opportunities arise.

Intellectual Property Rights (IPR)

26. The IPR of the System and its software remains the sole property of the Supplier. The licence for the Authority to use the System does not constitute reassignment of the IPR.
27. No rights to access or view the source code of the software that makes up all or part of the System have been granted to the Authority. Such access will only be provided if there is a legal requirement to do so, or at the discretion of the Supplier.
28. The Supplier grants the Authority permission to use the "OWL" logo in its own advertising and marketing to promote the System to the public and partner agencies.

Freedom of Information

29. The Supplier acknowledges that the Authority is subject to the requirements of the Freedom of Information Act (FOIA) and the Environmental Information Regulations and shall assist and co-operate with the Authority to enable the Authority to comply with these information disclosure requirements. The Supplier will make every effort to respond to a request for information from the Authority within 14 days of being formally asked by the Authority.
30. The Authority shall be responsible for determining at its discretion whether information is commercially sensitive or exempt from disclosure, but will consult with the Supplier before responding to a FOIA request that relates to this contract. In no event shall the Supplier respond directly to any request for information made under the FOIA.

No Partnership or Agency

31. Nothing in this Agreement is intended to, or shall be deemed to, establish any legal partnership between any of the parties, constitute any party the agent of the other party, nor authorise any party to make or enter into any commitments for or on behalf of the other party.
32. Notwithstanding clause 34 above it is hereby acknowledged that the Authority and Supplier are working together to achieve mutual goals and objectives and in this regard permission is granted for the use of the Authority's logo on the Supplier's website during the term of this Agreement.

We hereby confirm our agreement to the terms thereof.

Signed for and behalf of

The Authority

Print name

Signature

Date

Signed for and behalf of

Direct Path Solutions Ltd _____

The Supplier

Print name

Signature

Date