

Policy Partners Project and Customer Agreement: Terms and Conditions

1. Agreement Summary

This agreement covers the development and maintenance of the customer's Policies, Procedures and Practice Resource (PPP Resource).

2. Agreement Period and Payment

Length of agreement: (to be added)

Type of agreement: Customised / Format and Review Resource (delete which one not required)

- a) Initial Agreement period - start date – end date: (dates to be added);
- b) Rolling Maintenance Agreement - start date;
- c) Cost in Year 1 £XXXXX + VAT;
- d) Costs in Year 2 and onwards £XXXX + VAT.

See also Section 10, Payment Terms.

3. Terms and Conditions

On acceptance of this agreement, Policy Partners Project (PPP) will allocate a consultant to work with the customer for the duration of the project. The customer will be required to identify a project lead, to act as a single point of contact for PPP.

Customised Resource:

A draft online template PPP Resource and all the chapters in Word with 'Track Changes' on will be available within two weeks of signing this agreement, for the customer to review and localise as required (Track Changes must remain on at all times).

The contents list in the resource can be reorganised, but the addition of whole new categories or sections may incur an additional cost.

The customer's first 'live' version of the Resource will be available within three to six months (timescales will be agreed with the customer).

PPP will review the Resource and add relevant links to local services. These will be documented in the customer's Go Live Plan. (Delete this section if contract is for Format and Review model.)

Review and Format Resource:

PPP to format and review customer's own material. Feedback will be given to the customer in relation to findings from the review. The first online version of the PPP Resource will be available one month after receiving all documents from the customer. (Delete this section if contract is for Customised model.)

The process will also include a combination of:

- the 'tailoring' of the online Resource to reflect the customer's local needs;
- the creation of a CMS (content management system) area to contain additional local documents, if required;
- the inclusion of links to the customer's own website, intranet or any other material available on the internet (URLs to be provided by the customer). PPP will include hyperlinks that the customer provides to their intranet or external websites, but PPP is not responsible for the content contained in these linked websites.

4. Customer Responsibilities

The customer will ensure necessary staff resources and co-operation are in place to support development and maintenance of the Resource.

The customer will comply with all relevant laws and regulations in respect to activities under this agreement.

Customer staff who have CMS administrative access (see Appendix 1: Glossary) to any parts of the Resource should use the site in accordance with the terms and conditions of this agreement and of using that facility. PPP will not be responsible for any member of staff breaching the terms. Any disciplinary action required will be taken by the customer, although PPP can provide information as required.

Any variation of this agreement will only be effective if in writing and signed by both the customer and PPP.

Where customers wish to submit amendments to existing chapters within in the main Contents of the Resource, they will copy the chapter from the Resource into MS Word and use the Track Changes facility to show their amendments. Unless agreed in advance with the

PPP consultant, any changes received which have not been applied in this way will not be processed by PPP and will be returned to the customer for amending again, using Track Changes.

Changes must be made to chapters in the current version of the Resource. Any changes submitted on copies of old versions will not be processed.

For minor or general amendments, for example the change of a team or post title, PPP will change these without the customer needing to submit them via track changed documents. The customer should inform their PPP consultant about such requirements.

It is the customer's responsibility, via the customer's project lead, to ensure that only one version of each chapter is submitted to PPP.

Where customers provide or upload any documents, PPP is not responsible for the content.

The customer should ensure that documents meet modern accessibility standards (such as WCAG).

Where the customer provides documents for inclusion (for example guidance, protocols, forms), PPP will not be responsible for reviewing or editing these documents.

Where the customer provides PPP with material, PPP will assume that the customer owns the Intellectual Property Rights (IPR) or, where the customer does not own the Intellectual Property Rights (IPR), PPP will assume that the customer has the necessary permission from the author or owner to use the document.

5. Planned Revisions to the Resource

A planned revision is where PPP send suggested changes / new content to the customer for them to review. These suggested changes will be based on new or updated legislation, national guidance and good practice guidance.

Following the publication of the first edition of the customer's Customised / Format and Review Resource, this agreement provides for one planned revision during the remainder of the first 12-month period. Where it is not possible to publish the first edition due to delays on the customer's part, this revision will not be carried forward into Year Two. In subsequent years, two planned revisions will be scheduled.

Customers can send PPP new or updated content in between the planned revisions.

PPP will plan for any UK legislation and regulations changes, so that the customer's Resource can be updated as soon as possible. PPP will advise the customer of a plan for highlighting

the forthcoming changes to users, if there is any delay in being able to fully incorporate the changes.

Discussions regarding the planning of revisions can take place via email, telephone, or Microsoft Teams as required. This is an opportunity to discuss any implications of revisions the customer plans to make, and the changes PPP recommends to the customer's Resource to reflect changes in legislation, guidance and practice.

Agreed dates for revisions are agreed in advance and should be adhered to wherever possible. If the customer wishes to delay or reschedule a revision, this will be subject to availability at the time.

Enhancements or changes to the layout and style of the Resource are not included as part of this agreement. PPP will provide a separate quote for such requests (see Optional Features).

6. Content, Style, Layout and Functionality

The PPP Resource is designed for use in web-enabled format; it is not designed to be printed or published in 'hard copy'. Individual chapters can be printed for reference only.

If the customer chooses to circulate hard copies of the Resource, the customer is responsible for version control.

The bulk of the customer's procedures will be created in PPP's web-enabled format, but the Resource may also contain PDF and / or Word versions of documents provided by the customer.

The customer's Resource will include a newsletter facility to allow users to register to be notified via email when the Resource is updated. Where the customer's mail server is unable to deliver this alert, it will not be resent.

7. Data Protection

PPP does not automatically store or capture personal information. The server automatically notes user IP location in order to analyse threats, which is isolated anonymous information. If a user agrees to the use of tracking cookies then anonymised data related to their activity on the website is stored in our analytics software, to help us understand how the websites are used. PPP will record the names and email addresses volunteered by Resource users or provided by the customer, as part of signing up for notifications, or when creating an account for password protected areas of the Resource. Such data will be treated as

confidential (see Section 11, Confidentiality and Freedom of Information Act) and used only for the purpose for which it was provided.

The capture, storage and use of personal information will not be made available to any third party.

8. Intellectual Property Rights

As part of this agreement the customer acknowledges and agrees that PPP owns all intellectual property rights in relation to the services PPP provides and the PPP Resource. This agreement does not give the customer any rights to copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered) or any other rights or licences in respect of the services or the Resource.

PPP confirms that it has all the rights in relation to the services (including software) and the PPP Resource that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

The content in the PPP Resource can be accessed, downloaded and printed unchanged, on a temporary basis. Any content printed or downloaded may not be sold, licensed, transferred, copied or reproduced in part or in whole in any manner or format without prior written permission of PPP. Content created and owned by PPP is passed to the customer 'on licence', to be used as they see fit, except for the customer's or other people's commercial gain.

In the event of the agreement being terminated by either party, the customer cannot use any material provided by PPP during the course of this agreement with another provider without prior written permission of PPP. It can upload material on its intranet system but cannot – as a result of a subsequent agreement with another provider - host PPP material publicly on another website.

From the time PPP delivers the draft or completed PPP Resource to the customer, PPP grants the customer a non-exclusive, non-transferrable licence, solely for the use of the Resource, including allowing public access to the Resource if the customer so wishes. This licence does not extend to any third party and is granted in perpetuity.

9. Technical Specifications

The content of the customer's PPP Resource will be created in HTML format and will conform to WCAG Priority 2 AA standards.

The customer will be able to access pages at an average delivery time of no more than two seconds when taken at as an average of at least 100 requests.

The Resource will be available 99.99% of the time, barring essential maintenance work and scheduled updates, which will be done out of office hours.

The Resource will deliver pages to the end user via an internet browser and be viewable and fully functional in contemporary versions of: Microsoft Edge; Google Chrome; Mozilla Firefox; Opera; Safari. We also aim to ensure basic functionality in older versions of this software, for situations where updates to browsers may be inaccessible.

The Resource will be secured by robust, up-to-date security measures and software, and PPP holds a Cyber Essentials+ accreditation. Only authorised users are able to make changes to the content or look and feel of the website.

10. Payment Terms

The customer can choose to pay:

- Year One payment in full at the beginning of the contract; or
- 50% at the beginning of the contract and the remaining 50% six months later.

Invoices for subsequent years will be issued in the 13th month after the start of the agreement and from there on every 12 months.

All costs will be fixed for the term of the agreement.

In circumstances where PPP has not received payment within 30 days after the invoice due date, and without prejudice to any other rights and remedies, PPP will contact the customer to pursue payment. If payment is still not received PPP may:

- without liability to the Customer, disable the Customer's PPP Resource and access to all or part of the services;
- PPP is under no obligation to provide any or all of the services while the invoice/s concerned remains unpaid;
- either party may terminate this agreement by giving written notice of one month to the other party (see Section 13, Terminating the Agreement).

11. Confidentiality and Freedom of Information Act

Each party may be given access to confidential information from the other party in order to perform its obligations under this agreement.

Each party shall hold the other's confidential information in confidence and, unless required by law, not make it available to anyone else, or use it for any purpose other than the implementation of this agreement.

- Each party shall take all reasonable steps to ensure that the other's confidential information to which it has access is not disclosed or distributed by its employees or associates.
- Neither party shall be responsible for any loss, destruction, alteration or disclosure of confidential information caused by any third party.
- The customer acknowledges that details of services, and the results of any performance tests of the services, constitute PPP's confidential information.
- PPP acknowledges that customer data is the confidential information of the customer.
- No party shall make, or permit any person to make, any public announcement concerning this agreement, without the prior written consent of the other parties except when required by law or any governmental or regulatory authority.
- PPP acknowledges that the customer is subject to the requirements of the Freedom of Information Act (FOIA) and shall assist and cooperate with the customer (at PPP's expense) to enable the customer to comply with these information disclosure requirements.
- PPP and its associates shall:
 - transfer any request for information to the customer as soon as practicable after receipt and in any event within two working days of receiving a request for information;
 - provide the customer with a copy of all information in its possession or power in the form that the customer requires within five working days (or such other period as the customer may specify) of the request; and
 - provide all necessary assistance as reasonably requested by the customer to enable it to respond to a request for information within the time for compliance.

PPP acknowledges that the customer may be obliged under the FOIA to disclose information:

- without consulting with PPP, or
- following consultation with PPP and having taken its views into account.

PPP shall ensure that all information produced in the course of this agreement is retained for disclosure and shall permit the customer to inspect such records as requested from time to time.

Any personal data collected via an individual's submission of a form on a PPP site will solely be used for the explicit purpose for which they are completing and submitting the form.

12. Indemnity and Insurance

The customer shall defend, indemnify, and hold harmless PPP against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the customer's use of the services and / or PPP Resource, provided that:

- the customer is given prompt notice of any such claim;
- PPP provides reasonable co-operation to the customer in the defence and settlement of such claim, at the customer's expense; and
- the customer is given sole authority to defend or settle the claim.

PPP indemnifies the customer, its officers, directors and employees against any claims, demands, costs, expenses, liabilities that the services or PPP Resource infringes any United Kingdom patent effective as of the effective date, copyright, trademark, database right or right of confidentiality, and shall indemnify the customer provided that:

- PPP is given prompt notice of any such claim;
- the customer provides reasonable co-operation to PPP in the defence and settlement of such claim, at PPP's expense; and
- PPP may have care and conduct of the claim and defend the claim provided that the customer's consent is required to settle or compromise the claim.

In the defence of any claim, PPP may procure the right for the customer to continue using the services, replace or modify the services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on two business days' notice to the customer without any additional liability or obligation to pay liquidated damages or other additional costs to the customer.

In no event shall PPP, its employees and sub-contractors be liable to the customer to the extent that the alleged infringement is based on:

- a modification of the services or PPP Resource by anyone other than PPP; or
- the customer's use of the services or Resources in a manner contrary to the instructions given to the customer by PPP; or

- the customer's use of the services or Resources after notice of the alleged or actual infringement from PPP or any appropriate authority.

PPP will maintain at its own expense and throughout the term of this agreement the following insurances:

- Public Liability (including product liability) £10,000,000 (ten million pounds) in respect of any one claim and without limit on the number of claims in any one year or other period and such insurance shall contain an indemnity to principals provision;
- Employers Liability £10,000,000 (ten million pounds);
- Professional Indemnity £5,000,000.

PPP shall provide on request evidence of its insurance cover from its insurers or insurance brokers.

Except as expressly and specifically provided in this agreement the customer assumes sole responsibility for results obtained from the use of the services and the PPP Resource by the customer, and for conclusions drawn from such use. PPP shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to PPP by the customer in connection with the services, or any actions taken by PPP at the customer's direction.

13. Terminating the Agreement

If the customer chooses to end their agreement with PPP, three months' notice in writing is required. At the end of that period, PPP will remove the customer's Resource from the PPP server and forward the customer plain text MS Word documents containing the text of all the chapters formatted by PPP. The customer is responsible for downloading documents uploaded by them in all CMS areas.

If PPP ends the customer's agreement, PPP will give the customer three months' notice in writing. At the end of that period PPP will remove the customer's Resource from PPP's server and forward the customer plain text MS Word documents, containing the text of all the procedures formatted by PPP. The customer is responsible for downloading documents uploaded by them in all CMS areas.

Where PPP has notified the customer of an increase in fees, the customer may terminate this agreement giving 30 days written notice.

Any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of the end of the agreement, including the right to claim damages in respect of any breach

of this agreement which existed at or before the date of termination shall not be affected or prejudiced.

As noted in Section 8, Intellectual Property Rights, In the event of the agreement being terminated by either party, the customer cannot use any material provided by PPP during the course of this agreement with another provider without prior written permission of PPP. It can upload any material on its intranet system but cannot – as a result of a subsequent agreement with another provider - host PPP material publicly on another website.

Date:

Name and of PPP director

Signature of PPP director

Date:

Name and position of customer representative

Signature of customer representative

Appendix 1: Glossary

Home page

This is the screen which sits at the front of the customer's Resource, enabling the customer to provide access to the sections in the Resource via links, so users can go directly to them.

Usage Information

We use Statify for generalised page-view numbers.

a. Content Management System (CMS) Areas

Following discussion with PPP, Customised and Format and Review Resource customers can have a number of CMS areas which they manage themselves, and which offer them the ability to directly upload and download relevant documents for example forms, leaflets, templates, and checklists. Essential Resource customers have access to one CMS area. Guidance will be issued and one online training session can be provided if required.

Web-formatting of multi-agency policies/procedures/protocols

Certain Word or PDF documents may not be able to be formatted in the PPP Product style. This includes documents which contain complex diagrams and charts. It also includes documents that do not originate from the customer's directorate or service. If the customer wishes to have such documents formatted in PPP's web-enabled style (with links inserted)

there may be a charge. The price will depend on the length, and complexity, of the document/s to be included.

Changes to Design/Layout/Style of Resource

The Resource will be delivered to the customer in PPP standard style and layout. The customer's logo will be included and PPP will change the colour scheme of the Resource to suit the customer's branding, if required.

If the customer wishes to change the design, layout or structure of the Resource in any other way, PPP will provide the customer with a quote for this work.

Creation of Bespoke / Menus

If the customer wants to add 'bespoke' / extra pages to emphasise particular subjects, PPP can provide the customer with a quote for this work.