



Digital Unite's Digital Champions Network (DCN) and Inspire platform

Service Level Agreement

BETWEEN

Digital Unite Ltd a company incorporated in England and Wales under company number 3444239 ("Supplier")

AND

A Digital Unite "Customer" using the Digital Champions Network (DCN) and/or the Inspire learning platform.

1. Definitions

Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and "**Domestic UK Law**" means the Data Protection Laws that apply in the UK.

Business Days means Monday to Friday excluding Bank Holidays in England and excluding the 8-day period starting on 24 December each year.

Business Hours 9:00am to 5:00pm on a Business Day.

Confidential Information means all confidential information disclosed, whether written or oral, by or on behalf of one party by its representatives (being an employee, officer, representative or adviser of such party) ("**Representative**") to the other party and that party's Representatives, including but not limited to:

- a. Any information that would or is ought reasonably to be expected to be secret or confidential relating to the business or personal affairs, customers, clients, suppliers or plans of the disclosing party;
- b. the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party; and
- c. any information developed by the parties in the course of carrying out this agreement.

Intellectual Property Rights patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

User means a person aged 16 or over who is a staff member, resident or volunteer of the Customer, to whom the Supplier gives access to the Digital Champion Network (DCN) by virtue of a unique user ID.

2. Memberships, Charges and Term

- 2.1 This Service Level Agreement is valid for one year from the Start Date on the Customer's Order Form unless terminated earlier in accordance with this Agreement.
- 2.2 Access to Digital Unite's Digital Champions Network (DCN) and Inspire learning platform is chargeable through annual membership, which is paid in advance.
- 2.3 Charges vary according to type of membership required and volume of users on the platform.
- 2.4 All membership charges exclude VAT. Where any taxable supply for VAT purposes is made under the Agreement by the Supplier to the Customer, the Customer shall, on receipt of a VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 2.5 Payments shall be made within 30 days of receipt of a valid invoice quoting the Customer's purchase order reference where applicable.
- 2.6 The Customer has the right to renew for further annual terms by giving notice in writing.

3. Provision of the Services

3.1 The Supplier shall provide the Services as set out in the Services Schedule sent with this Agreement in all material respects during the Term ("**Services**").

3.2 The Supplier shall provide the Services with reasonable skill and care.

3.3 In the provision of the Services, the Supplier shall use personnel whose skill and experience is appropriate to the tasks to which they are allotted and the performance and service levels which they are required to achieve, and who shall perform those tasks in a workmanlike and professional manner.

3.4 If the Customer wishes to commission additional services from the Supplier during the course of this Agreement, and the Supplier agrees to deliver such additional services, the parties will agree terms on a case by case basis in writing.

3.5 The Supplier reserves the right to amend the Services if necessary to comply with any Applicable Law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

4. Customer obligations

4.1 The Customer shall:

- a. provide any cooperation and information required by the Supplier for the provision of the Services and ensure that all such information is complete and accurate in all material respects; and
- b. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.

4.2 If the Customer omits or commits any act which prevents or delays the Supplier from undertaking any of its obligations under the Agreement ("Customer Default"), then the Supplier shall have no liability in respect of such preventions or delays and the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

4.3 At the Supplier's reasonable request, the Customer shall take part in surveys that seek feedback on their Digital Champion activity and their participation in the DCN. And/or any surveys that seek feedback on learner experience using the Inspire platform.

4.4 The Customer is solely responsible and liable for ensuring that its Users comply with the Digital Unite Terms of Use: - <https://digitalunite.com/terms-use>

4.5 Customers using the DCN: The Customer is solely responsible for the recruitment of Digital Champions from amongst its staff, residents and volunteers and will actively encourage them to register on the DCN website.

5. Termination

5.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- a. the other party commits a material breach of this Agreement, which (if such breach is remediable) is not remedied within 30 days of the breach being notified to the offending party;

- b. the other party ceases to carry on business, becomes subject to an administration order, goes into liquidation or has a bankruptcy order made against it.

5.2 The Customer may terminate this Agreement upon written notice of 30 days if the Supplier makes a change to the DCN Terms of Use - (<https://digitalunite.com/terms-use>) which materially and adversely impairs the Customer's use of the DCN and which is objectionable to the Customer.

5.3 No refunds or reimbursements are due from the Supplier to the Customer in the case of termination.

6. Effects of Termination

6.1 Upon termination or expiry of this Agreement for any reason:-

any rights or obligations of either party dating from the time before termination or expiry shall remain intact, but all other obligations shall cease,

- a. each party shall return, destroy or permanently erase any physical or electronic documents or other information or data provided to it by the other party containing Confidential Information belonging to the other party,
- b. the Customer and its Users shall cease to access the DCN website; and
- c. the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.

6.2 Termination or expiry of the Agreement shall not affect any rights or remedies which:

- a. the terminating party may have in respect of the event giving rise to the termination or expiry; or
- b. either party may have in respect of any breach of this Agreement which existed before the date of termination or expiry.

7. Confidentiality

7.1 Subject to clause 7.2, each party (the "Non-disclosing Party") undertakes that, except as authorised in writing by the other party, it shall, at all times during the continuance of this Agreement and indefinitely beyond it:

- a. keep confidential all Confidential Information; and
- b. not disclose any Confidential Information in whole or in part to any other person except to its Representatives who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement; and
- c. not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement.

7.2 These obligations shall not extend to any information which the Non-disclosing Party can show:

- a. is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement; or
- b. was in the Non-disclosing Party's possession prior to the start of this Agreement and not subject to any confidentiality obligations; or
- c. was independently disclosed to the Non-disclosing Party by a third party entitled to disclose the same; or

- d. is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

8. Publicity

- 8.1 The Customer acknowledges and agrees that its membership of the DCN will be publicly announced by the Supplier in concert with the Customer and will provide its organisational logo.
- 8.2 The Customer acknowledges and agrees that membership of the DCN includes a commitment to participating actively in the DCN and supporting the positive promotion of the Network and Digital Champion models.

9. Intellectual Property

- 9.1 All materials provided by the Customer and their copyright, design rights and trademarks ("Customer Materials") shall remain the property of the Customer. The Supplier shall use such Customer Materials under a fully paid up, non-exclusive, worldwide, royalty-free licence for the purpose of delivering the Services to the Customer and where appropriate the Supplier shall follow the Customer's guidelines notified to the Supplier in writing with respect to the use of logos where supplied.
- 9.2 The Customer warrants that they have obtained all relevant permissions and rights for the use of any Customer Materials that they provide to the Supplier, that are owned by, or were otherwise created by, a third party.
- 9.3 The Supplier shall bear no responsibility for ensuring that Customer Materials carry with them the appropriate third-party permissions for use and reproduction.
- 9.4 The Supplier shall retain ownership of the copyright subsisting in any materials it creates or makes available in relation to the DCN and all Intellectual Property Rights in or arising out of or in connection with the Services (other than any Intellectual Property Rights the Customer Materials) shall be owned by the Supplier or any third party licensor to the Supplier, as applicable.
- 9.5 The Supplier grants to the Customer or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Agreement to use the DCN for the purpose of receiving and using the Services.
- 9.6 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 10.5.
- 9.7 Save as set out in this clause 10, this Agreement does not transfer or grant to either party any right, title or interest in any intellectual property rights belonging to the other party.

10. Data Protection

- 10.1 Both parties shall comply with all applicable requirements of relevant legislation, regulations relating to personal data (as defined in the Data Protection Laws) including the applicable provisions of the Data Protection Laws. "**Data Protection Laws**" means (for so long as and to the extent that they apply to the Supplier) any applicable law and regulatory requirements in force from time to time relating to the processing, privacy, and use of personal data including:
 - a. in the United Kingdom:
 - i. the Privacy and Electronic Communications (EC Directive) Regulations 2003 and subsequent amendments; and

- ii. Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (UKGDPR); and;
 - iii. The Data Protection Act 2018.
- b. in member states of the European Union: the Data Protection Directive or the GDPR and the ePrivacy Directive, and all relevant member state laws or regulations giving effect to or corresponding with any of them; and
 - c. any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant supervisory authority.

10.2 For the avoidance of doubt, this clause 11 is in addition to, and does not relieve, remove or replace a party's obligations or rights under the Data Protection Laws.

10.3 The Parties acknowledge that for the purposes of providing the services under this Agreement and of Data Protection Laws the Customer is the Data Controller and the Supplier is the Data Processor (where "Data Controller" and "Data Processor" have the meanings as defined in the Data Protection Laws). The Schedule sets out the scope, nature and purpose of processing by the Supplier pursuant to this Agreement, the duration of the processing and the types of personal data and categories of Data Subject.

10.4 Without prejudice to the generality of clause 11.1, the Customer will ensure that it has all necessary appropriate legal bases and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Agreement.

10.5 Without prejudice to the generality of Clause 11.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Agreement:

- a. process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is relying on Applicable Laws as the basis for processing Personal Data, the Supplier shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
- b. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- c. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- d. not transfer any Personal Data to countries outside of the UK that have not been granted adequacy status unless the following conditions are fulfilled:
 - i. the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - ii. the Data Subject (as defined in the Data Protection Laws) has enforceable rights and effective legal remedies;

- iii. the Supplier complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
- iv. the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- e. assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- f. notify the Customer without undue delay and no later than 72 hours after becoming aware of a Personal Data breach;
- g. at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data or having established a separate legal basis to do so;
- h. maintain complete and accurate records and information to demonstrate its compliance with this Clause 11; and
- i. make available to the Customer all information necessary to demonstrate compliance with the Data Protection Laws and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any 12 month period under this clause 11.5(i)).

10.6 The Customer consents to the Supplier appointing a third-party host of the DCN as a third-party processor of Personal Data under this Agreement.

11. Service Availability

11.1 The Supplier will use reasonable endeavours to ensure that the DCN Website is available 99.8% of the time, excluding:

- a. scheduled maintenance
- b. circumstances beyond the Supplier's reasonable control, including, but not limited to: Denial of service (DoS) or other network attacks, upstream or 3rd party network outages, war, fire, flood, sabotage, labour disturbance, acts of government and
- c. breach of this Agreement or Digital Unite's Terms of Use Policy

11.2 The Customer agrees that it may be necessary on occasion for the Supplier to temporarily suspend Services for technical or maintenance reasons, the timing of which will be as determined by the Supplier. Where service suspension is during Business Hours, the Supplier will endeavour to advise the Customer of the start and duration of the suspension.

11.3 The Supplier shall make reasonable commercial efforts to protect the DCN from unauthorized or illegal access but is not liable for and does not warrant the prevention of any unauthorised or illegal access or interference with the DCN unless such access or interference is caused by the intentional unlawful acts or the negligence of the Supplier, its agents or employees.

12. Force majeure

12.1 Neither party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation: act of God, governmental act, war, fire, flood, explosion or civil commotion ("Force Majeure Delay")

12.2 In the event of a party suffering a Force Majeure Delay, it shall:

- a. give notice in writing of it to the other party as soon as reasonably possible stating its commencement date, cause and its estimated duration;
- b. use reasonable endeavours to mitigate its impact; and
- c. resume performance of its obligations as soon as reasonably possible after its resolution.

12.3 If the performance by either party of any of its obligations under this Agreement is subject to a Force Majeure Delay for a continuous period in excess of 30 days, the other party shall be entitled to terminate this Agreement by giving 30 days written notice.

13. Nature of the Agreement

13.1 Neither party may assign any of its rights hereunder, or sub-contract any of its obligations hereunder, except with the written consent of the other party.

13.2 This Agreement contains the entire agreement between the parties with respect to its subject matter and may not be modified except in writing signed by the duly authorised representatives of the parties.

13.3 Each party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

13.4 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

13.5 If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

13.6 This Agreement does not create any rights or benefits enforceable by a person not a party to it.

14. Relationship of the Parties

Nothing in this Agreement makes one party a partner of any other or one party an agent of any other or authorises one party to pledge the credit or make any representation or give any authority to contract on behalf of another party, whether express or implied. No Supplier staff shall be construed as being an employee of the Customer by virtue of this Agreement or by virtue of their performance of the Supplier's obligations under this Agreement.

15. Sub-Contracting

15.1 Subject to clause 15.2, either party may only sub-contract the performance of any of its obligations under this Agreement with the prior written consent of the other party.

Where either party sub-contracts the performance of any of its obligation under this Agreement to any person with the prior consent of the other party, such consent shall not be unreasonably delayed or refused and that party shall be responsible for every act or omission of the subcontractor as if it were an act or omission of the party itself.

15.2 The Customer acknowledges and agrees that the DCN is hosted by a third-party subcontractor to the Supplier. For the avoidance of doubt, the Supplier is permitted to subcontract the performance of its obligations under this Agreement to such third party without the prior written consent of the Customer. The Supplier can provide information about this subcontractor on request.

16. Limitation of Liability

16.1 Subject to clause 16.3, Digital Unite's maximum aggregate liability to the customer shall not exceed the value of the services provided within the Agreement.

16.2 Neither party shall have any liability in respect of any:

- a. loss of actual or anticipated profits;
- b. loss of sales or business;
- c. loss of agreements or contracts;
- d. loss of anticipated savings;
- e. loss of use of money;
- f. loss of revenue;
- g. loss of reputation;
- h. loss of operation time;
- i. loss of opportunity;
- j. loss of use or corruption of software, data (excluding Personal Data) or information;
- k. loss of or damage to goodwill; or
- l. indirect or consequential losses, damages, costs or expenses.

16.3 Neither party excludes or limits its liability to the other party in respect of

- a. death or personal injury
- b. dishonesty or willful neglect by its employees, agents or contractors
- c. fraudulent or reckless misrepresentation or
- d. otherwise to the extent permissible by applicable law.

16.4 This clause 16 shall survive termination of the Agreement.

17. Insurance

During the term of this Agreement the Supplier shall at its own expense maintain such insurances as required by applicable law and as appropriate in respect of its obligations under this Agreement with a reputable insurance company. Such insurances shall include third party liability insurance with an indemnity limit of not less than £1,000,000 (one million pounds) for each and every claim.

18. Notices

18.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

18.2 Any notice or other communication shall be deemed to have been received:

- a. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
- b. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

18.3 This Clause 19 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

19.Applicable Law and Jurisdiction

19.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales

19.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

19.3 The Customer has read, acknowledged and accepted Digital Unite's Terms of Use as set out here: <https://www.digitalunite.com/terms-use>

19.4 The Customer has read, acknowledges and accepted Digital Unite's Privacy Policy as set out here: <https://www.digitalunite.com/our-privacy-policy>

THE SCHEDULE

Processing Activities in the Digital Champions Network (DCN)

Processing personal information in the Digital Champions Network (DCN)

We may collect personal information about:

- visits to our websites
- enquiries about our products or services
- information contained in enquiry, feedback or event-booking forms, including through our 'get in touch' forms on both the Digital Unite and Digital Champions Network websites.
- information provided in application forms, surveys or in feedback
- If Digital Champions or Project Managers contact our 'live chat' support through the Digital Champions Network, these live chats may be recorded and retained for a limited period for training and monitoring purposes and to help improve our services.
- Telephone conversations to and from Digital Unite Ltd are never recorded.

In addition, we collect the following data about Digital Champions who use our Digital Champions Network service.

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| <ol style="list-style-type: none">1. Email address*2. First name*3. Last name*4. Username*5. Password*6. City7. Country8. IP address*9. Current level of awareness about digital exclusion and its impact*10. Current level of knowledge about supporting others with their essential digital skills*11. How confident they feel about supporting others with their digital skills12. What their main reason is for being a Digital Champion* |
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* indicated a mandatory field

Digital Champions can also record support given to end learners. Data that may be recorded by the Digital Champion includes:

1. Volume of learners helped		4. There is a free text box in which the Digital Champion may record anecdotal information about the session
2. Of which, volume of new learners helped		
3. Date of session		

Uses made of personal information in the Digital Champions Network (DCN)

We use personal information to:

- ensure that content from our websites is presented in the most effective manner for an organisation's Project Managers and Digital Champions.
- carry out our obligations arising from contracts entered into between an organisation and us including the delivery of Digital Champion training
- award Digital Champions for their activities helping end learners
- allow an organisation's Project Manager's and Digital Champions to participate in interactive features of our service, when they choose to do so, and
- send notifications about changes to our products and services.

Use of cookies

What are cookies?

Cookies are small data files containing unique identifiers, which are sent to your device when you visit a website. Cookies are used to improve your online experience to:

- Make our websites operate as you'd expect
- Remember settings during and between visits
- Improve the speed/security of the site
- Allow visitors to share pages with social networks like Facebook
- Continuously improve our websites

Types of cookies

We use these two types of cookie:

Category 1 Cookies

These cookies are essential in order to enable you to move around the website and use its features, such as accessing secure areas of the website. User consent is not required for the delivery of those cookies which are strictly necessary to provide services requested by the user.

Category 2 Cookies

These cookies collect information about how visitors use a website, for e.g. which pages visitors go to most often, and if they get error messages from web pages. These cookies don't collect information that identifies a visitor. All information these cookies collect is aggregated and therefore anonymous. It is only used to improve how a website works. Web analytics that use cookies to gather data to enhance the performance of a website fall into this category. For example, they may be used for testing designs and ensuring a consistent look and feel is maintained for the user. This category does not include cookies used for behavioural/ targeted advertising networks.

Definitions supplied by the International Chamber of Commerce 'ICC UK Cookie Guide' April 2012.

We do not use cookies to:

- Collect any personally identifiable information without your express permission
- Collect any sensitive information without your express permission
- Pass personally identifiable data to third parties
- Pay sales commissions