

Standard Terms & Conditions

CPOMS StaffSafe Customer Licence Agreement

Terms & Conditions

These terms and the attached schedules (together, the “**Agreement**”) apply between CPOMS Systems Limited, of CPOMS House, Acorn Business Park, Skipton, BD23 2UE (“**CPOMS Systems**”, “**we**”, “**us**”, “**our**”) and your organisation (the “**Customer**”, “**you**”, “**your**”), each a “**Party**” and, together, the “**Parties**”, and govern our provision and your use of the Services.

By using the CPOMS StaffSafe service you agree to be bound by and comply with the [CPOMS StaffSafe Customer Licence Agreement](#).

Compliance with the UK GDPR

This Agreement is a processing agreement between a controller (the Customer) and a processor (CPOMS Systems). The Parties agree that it meets the requirements for a controller’s instructions to its processor, including the mandatory clauses set out in Article 28 of the UK GDPR and that, consequently and subject to clause 19 (Variation), neither Party will require the other to sign any other agreement in relation to the provision of the Services.

1. Definitions and Interpretation

1.1. The definitions of the terms used in this Agreement shall be as follows:

Agreed Information means the data fields that the Customer agrees will be exported from its MIS to CPOMS StaffSafe.

Authorised User means an employee or agent of the Customer who is granted authorisation by the Customer to access CPOMS StaffSafe and use the Services.

Business Day means any day other than a Saturday, Sunday or public holiday in England.

Charges means the fees payable by the Customer for the Services as set out at www.cpoms.co.uk/pricing.

Commencement Date means the earlier of:

- (a) the date of CPOMS Systems’ first invoice for the Charges in respect of the Minimum Term, and
- (b) the date on which an Authorised User first logs into CPOMS StaffSafe.

Confidential Information means:

- (1) Information specific to the other Party's business activities, technology or sales that has been disclosed (including electronic formats) that is proprietary or confidential and is clearly labelled as such or identified as Confidential Information in clause 10 that the information is confidential
- (2) Information specific to the other Party's business activities, technology or sales that has been indicated as being confidential while being disclosed verbally or by demonstration and that has been presented in writing (including electronic formats) within 10 days of disclosure
- (3) Customer-Specific Information and
- (4) The content of this Agreement

but Confidential Information does not include:

- A. Information that was already public knowledge at the time of disclosure, or which becomes public knowledge after the disclosure through no fault of the Party receiving the Confidential Information (hereafter "the Recipient")
- B. Information that the Recipient has rightfully obtained without obligations of confidentiality, and
- C. Information that the Recipient has developed independently without reliance on Confidential Information that has been disclosed.

Confidential Materials means materials received from the other Party that contain Confidential Information including Confidential Information received via a network, such as email, that have been fixed in a tangible form.

CPOMS StaffSafe means the CPOMS StaffSafe software-as-a-service and, where the context requires, the hardware, operating systems, databases and hosting services from and via which it is delivered.

CPOMS Support means the helpdesk supplied by CPOMS Systems to provide support to Authorised Users and to respond to enquiries relating to the Services and this Agreement.

CPOMS Website means the website with the URL www.cpoms.co.uk that CPOMS Systems publishes on the Internet with details of CPOMS StaffSafe and the services offered.

Customer Content means the personal data, and other digital content that is imported, entered, uploaded, stored, accessed or transmitted into CPOMS StaffSafe by or on behalf of the Customer.

Customer-Specific Information means the information relating to the Customer that CPOMS Systems collects and processes as a Controller for the purpose of providing the Services and managing the contract and customer relationship.

Data Protection Legislation means the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the UK GDPR and any replacement legislation coming into effect from time to time.

Force Majeure means a circumstance, act, event, omission or accident beyond the reasonable control of the Party claiming the event of force majeure which results in that Party being unable to observe or perform its obligations at all or in part or on time under this Agreement or from carrying on its business. Such circumstances include, but are not limited to, acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and

any natural disaster, acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, revolution and strikes, failure of a utility service or telecommunications or transport network, accident, breakdown of plant or machinery and default of suppliers or subcontractors.

Insolvency Event means if either Party: (a) being a company, has a petition presented for its liquidation or calls a meeting to propose a resolution for its liquidation (other than solely for solvent amalgamation or reconstruction) or has a petition presented for the appointment of an administrator or has a receiver or administrative receiver appointed over it or any of its assets or makes any voluntary arrangement with its creditors; or (b) being an individual (or if a firm or partnership, any of its partners or members), has a petition presented for his bankruptcy, or has a receiver appointed over his affairs, or makes any voluntary arrangement with his creditors or (in the case of a firm or partnership) proposes or has presented against it a petition for its dissolution; or (c) in either case undergoes any analogous event in any jurisdiction where it is domiciled.

Intellectual Property means all copyright (including future copyright), patents, trademarks and service marks (registerable or not), rights in Internet domain names and website addresses and other rights in trade names, designs (registerable or not), database rights, eligible circuit layout rights, trade secrets, applications for any of the foregoing, know-how and other intellectual property rights in any country or jurisdiction.

MIS means management information system.

Renewal Date means the date, specified in the applicable invoice issued by CPOMS Systems, on which a Renewal Term begins.

Renewal Term means a period of twelve months for which the Customer will continue to receive the Services following the Minimum Term, as defined in clause 2.1.

Services means CPOMS StaffSafe software-as-a-service and CPOMS Support, as described in this Agreement.

Staff Member means a member of staff employed or engaged by the Customer, including past and future members of staff, whose personal data is or may be processed in CPOMS StaffSafe.

Term means the Minimum Term plus all Renewals Terms, including any partial Renewal Term immediately preceding termination of this Agreement.

UK GDPR means the General Data Protection Regulation (EU) 2016/679, as transposed into the national laws of the United Kingdom by operation of section 3 of the European Union (Withdrawal) Act 2018 and amended by the Data Protection Act 2018.

Virtual Machine means the cloud operating systems that CPOMS Systems uses to provide the Services. Virtualisation technology splits a physical computer into multiple logical computers, each of which is operated under an independent operating system.

Virtual System means a collection of Virtual Machines and virtual infrastructure (including, but not limited to, virtual memory disks and virtual communications facilities), with a single virtual firewall and independent networks for each virtual subnet on the inside of the firewall.

Virus means anything or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software,

hardware or network, any telecommunications service, equipment or network, or any other service or device, prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise) or adversely affect the user experience including worms, Trojan horses, viruses and other similar things or devices.

- 1.2. Definitions in this clause 1, shall apply unless expressly stated otherwise.
- 1.3. In the interpretation of this Agreement including these terms and conditions, the following provisions apply unless the context otherwise requires:
 - 1.3.1. reference to “clause” shall mean a numbered clause in this Agreement
 - 1.3.2. the clause headings are for ease of reference only and will not be relevant to interpretation
 - 1.3.3. words in the singular number include the plural and vice versa
 - 1.3.4. words importing a gender include any other gender
 - 1.3.5. a reference to a person includes bodies corporate and unincorporated associations and partnerships
 - 1.3.6. any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
 - 1.3.7. any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended and in force from time to time, and
 - 1.3.8. monetary references are references to pounds sterling.

2. Term

- 2.1. This Agreement will commence on the Commencement Date and, unless terminated earlier in accordance with clause 3 (Termination), will continue for a minimum of twelve months (the “**Minimum Term**”).
- 2.2. CPOMS Systems acknowledges that circumstances may arise in which the Customer requires to be invoiced on a pro rata basis for an initial period of less than twelve months, for example, where the Customer wishes to align its annual payment of the Charges with the start of its financial year
- 2.3. In such event, and upon receiving a request from the Customer, CPOMS Systems will issue an invoice for the requested period (the “**Initial Period**”), stating the Renewal Date and setting out the pro-rated Charges calculated by reference to the then-current annual Charges and the length in days of the Initial Period.
- 2.4. A request for an Initial Period will not relieve the Customer of its commitment under clause 2.1 to the Minimum Term; in such event, the Minimum Term will be extended to comprise the Initial Period and the first Renewal Term.
- 2.5. Thereafter this Agreement will automatically renew for subsequent Renewal Terms at the end of the Minimum Term and of each Renewal Term.

3. Termination

- 3.1. The Customer may give written notice to CPOMS Systems, not later than one month before the end of the Minimum Term or the relevant Renewal Term, to terminate this Agreement at the end of the Minimum Term or relevant Renewal Term, as the case may be.
- 3.2. Either Party may terminate this Agreement immediately by notice in writing if the other Party (i) is in material breach of any term of this Agreement and such breach is not remedied within 30 days of it being notified of the breach, or (ii) undergoes an Insolvency Event.
- 3.3. CPOMS Systems may immediately terminate this Agreement, without notice to the Customer, if:
 - 3.3.1. requested by a law enforcement or regulatory authority or to avoid the Services infringing any law or regulation, or
 - 3.3.2. the Customer is in breach of its obligations under clause 8 (Prohibitions).
- 3.4. On termination of this Agreement, the Services will immediately terminate and the Customer's right to use software and content licensed by this Agreement immediately ceases. Any Charges paid by the Customer shall be retained by CPOMS Systems and termination for any reason will not give rise to a right of refund.

4. Provision of the Services

- 4.1. Subject to the terms and conditions of this Agreement, CPOMS Systems shall provide the Services to the Customer and permit use by the Authorised Users for the Term with due care and skill and in accordance with the terms of this Agreement and so that the Services comply in all material respects with this Agreement.
- 4.2. The undertaking at clause 4.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to CPOMS Systems' instructions, or modification or alteration of the Services by any party other than CPOMS Systems or CPOMS Systems' duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, CPOMS Systems will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 4.1. Notwithstanding the foregoing, CPOMS Systems:
 - 4.2.1. does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements, and
 - 4.2.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 4.3. Save to the extent necessary to enable the Customer to use CPOMS StaffSafe in the manner described in Schedule 3 - Description of the Services, the Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the

Services that:

- 4.3.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive
- 4.3.2. facilitates illegal activity
- 4.3.3. depicts sexually explicit images
- 4.3.4. promotes unlawful violence
- 4.3.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or
- 4.3.6. is otherwise illegal or causes damage or injury to any person or property,

and CPOMS Systems reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause 4.

- 4.4. CPOMS Systems may suspend the Customer's access to CPOMS StaffSafe in the event that the Customer and/or any Authorised User uploads any material to CPOMS StaffSafe in breach of clause 4.3. The Customer shall remove any materials from CPOMS StaffSafe that are in breach of clause 4.3 immediately and in any event upon request from CPOMS Systems. CPOMS Systems may, at its discretion and without prejudice to its rights at clause 3, restore the Customer's access to the CPOMS StaffSafe once such material has been removed.
- 4.5. The Customer acknowledges that Customer Content is provided or transmitted at the Customer's own risk and that the Customer is solely responsible and liable for all of its Customer Content and its accuracy, quality and legality and the means by which the Customer acquired the Customer Content. The Customer acknowledges and agrees that CPOMS Systems makes no guarantees whatsoever regarding the Customer Content and is not responsible or liable for monitoring or otherwise ensuring the integrity, completeness or accuracy of any of the Customer Content.
- 4.6. The Customer must:
 - 4.6.1. only access and use the Services:
 - 4.6.1.1. for its own business purposes and not access, use or reproduce any part of the Services for any other purpose (except, for security or back-up purposes), and
 - 4.6.1.2. in accordance with any operating instructions and procedures and documentation set out or referred to in this Agreement or that CPOMS Systems notifies to it from time to time, including procedures and policies relating to security, access and passwords, and
 - 4.6.1.3. in accordance with all applicable laws and regulations.
 - 4.6.2. ensure that any other person (including Authorised Users) who is permitted to access or use the Services complies with the relevant provisions of this Agreement.
- 4.7. The Customer shall be liable for the acts and omissions of Authorised Users in respect of the Services as if they were its own.

5. Intellectual Property

- 5.1. Intellectual Property in the Services (including related software and content) and any modifications or improvements to the same shall be held by CPOMS Systems or its third party licensors and the Customer agrees that it shall acquire no rights, title or interest in or to the Services or any modifications or improvements to the same.
- 5.2. Unless expressly stipulated otherwise, the Customer shall not duplicate, adapt or make public broadcasts (including converting the software or content into a transmittable form), modify, decompile, disassemble, or reverse engineer any such related software or content.
- 5.3. The Customer shall not except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under this Agreement:
 - 5.3.1. attempt to copy, modify, duplicate, create derivative works based on the Services except as authorised herein
 - 5.3.2. copy, frame or mirror, republish, download, display, transmit any part or content of the Services, other than copying or framing on its own intranets or otherwise for its own internal business purposes
 - 5.3.3. reverse engineer the Services or reduce to human readable form
 - 5.3.4. access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services
 - 5.3.5. use the Services to provide services to third parties
 - 5.3.6. licence, sell, rent, lease, transfer, assign, distribute, display, disclose or commercially exploit the Services, make the Services available to any third party except the Authorised Users, or
 - 5.3.7. attempt to obtain or assist third parties in obtaining access to the Services other than as provided under this clause 5.3.
- 5.4. The Customer shall use all reasonable endeavours to prevent any unauthorised access to or use of the Services and in the event of any such unauthorised access or use promptly notify CPOMS Systems (within 24 hours wherever possible).
- 5.5. In order to receive the Services, the Customer may be provided with access to or use of third party software to enable Customer Content to be extracted and transferred to CPOMS Systems. The Customer's use of such third party software shall be covered by any licence entered into by the Customer for such software. The Customer acknowledges that CPOMS Systems has certain obligations to third party licensors of software that may be accessed or used by the Customer in the course of accessing and/or receiving the Services.

In using the third party software, the Customer agrees:

 - 5.5.1. to enter into any necessary third party licences and abide by the terms of any such licences as may be notified to the Customer from time to time, and
 - 5.5.2. not to terminate the licences prior to the termination of this Agreement.
- 5.6. Notwithstanding any of CPOMS Systems' rights of termination in accordance with clause 3, CPOMS Systems may terminate this Agreement immediately upon written notice to the Customer if the Customer is in breach of the terms of any third party licence, and CPOMS

Systems is unable to provide the Services.

- 5.7. The Customer agrees that CPOMS Systems may provide those third party licensors with information regarding the Customer's use of their software, including information on the number of licences required for the Customer's use or access of the software, the country in which the Customer's is located and the Customer's name and address.
- 5.8. The Customer releases CPOMS Systems from any and all liability CPOMS Systems may have to the Customer in relation to any use or other dealing with that information by CPOMS Systems' third party licensors.
- 5.9. If the software is listed as open source software in this Agreement, the Customer shall only use such software having agreed to the conditions indicated by the licensor as the license conditions for the software.
- 5.10. If the Customer personally prepares software for use on a Virtual Machine, it is the Customer's responsibility to acquire permission to use the software on the Virtual Machine from the person with the rights to the software.
- 5.11. The Customer may provide, or CPOMS Systems may solicit, input regarding the Services, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Services (collectively "Feedback"). If the Customer provides Feedback on the Services to CPOMS Systems, the Customer hereby grants to CPOMS Systems a royalty free, worldwide, perpetual and irrevocable licence to incorporate such improvements into the Services and/or use such Feedback without remuneration of any kind to the Customer.
- 5.12. If the Customer becomes aware of any infringement of the Intellectual Property rights of any third party, the Customer must immediately notify CPOMS Systems of any claim or allegation of infringement of the Intellectual Property rights. CPOMS Systems, at its own expense, will defend any action brought against the Customer to the extent that such action is based on a claim that the use of the Services violates the Intellectual Property rights of a third party. The Customer must cooperate with CPOMS Systems in relation to any actions conducted by CPOMS Systems relating to the infringement of Intellectual Property rights in the Services.
- 5.13. The Customer shall indemnify and hold harmless CPOMS Systems against all and any liabilities, losses, costs and expenses (including legal fees) howsoever arising which CPOMS Systems may incur or suffer as a result of a claim by a third party that Customer Content or Customer Specific Information infringes the Intellectual Property or other rights of a third party or arises from the Customer's use of the Services in breach of this Agreement and/or breach of any licence agreement by the Customer with a third party.

6. Backups

- 6.1. CPOMS Systems shall maintain back-ups as detailed in this Agreement.

7. Support Service

- 7.1. CPOMS Systems shall provide the Customer with CPOMS Support as detailed in Schedule 3 - Description of the Services.

8. Prohibitions

- 8.1. In using the Services, the Customer agrees not to perform any of the following acts:
- 8.1.1. Infringing, or risking the infringement of, the Intellectual Property rights of CPOMS Systems or third parties
 - 8.1.2. Infringing, or risking the infringement of, the property, privacy or confidentiality rights of CPOMS Systems or third parties
 - 8.1.3. Access the Services for the purpose of monitoring availability, performance or functionality, or for any other benchmarking or competitive purposes
 - 8.1.4. Interfering with or disrupting the integrity or performance of the Services or third party data contained therein
 - 8.1.5. Discriminating against, defaming or slandering CPOMS Systems or third parties, or facilitating discrimination against third parties, or undermining the reputation or good name of CPOMS Systems or third parties
 - 8.1.6. Installing, storing, accessing or disseminating any defamatory, slanderous, offensive or illegal material
 - 8.1.7. Collecting personal information about a third party by fraudulent means, or without obtaining the consent of the person in question
 - 8.1.8. Erasing or falsifying the information that can be used with the Services
 - 8.1.9. Granting access to the Services to any other person other than Authorised Users
 - 8.1.10. Providing any passwords used by Authorised Users to access the Services to any other third party
 - 8.1.11. Providing any USB Security Keys given to the Customer and/or any Authorised Users to a third party
 - 8.1.12. Using the Services as a service bureau or any similar activity for the benefit of any third party
 - 8.1.13. Obstructing, or risking the obstruction of, the use or management of facilities owned by CPOMS Systems or third parties (including actions that destroy the functions of Virtual Machines, such as erasing the operating systems stored on Virtual Machines)
 - 8.1.14. In cases where the Customer is obliged to perform procedures in accordance with laws and regulations, such as making submissions to regulatory authorities or obtaining permits or licenses, failing to implement such procedures or violating these laws and regulations in other ways, or
 - 8.1.15. Compelling a third party to perform actions applicable to any of the preceding items, or failing to take appropriate measures to prevent such actions or omissions despite being aware of such actions or omissions by a third party.

9. Confidential Information

- 9.1. Subject to clause 9.3 and clause 11, each Party shall maintain the confidentiality of Confidential Information disclosed by the other Party, and neither Party shall disclose such information to any person other than those employees or directors of their own

organisations and affiliates or third parties who need to know the information in order to use the Services (or, in the case of CPOMS Systems, in order to operate and develop the Services).

- 9.2. Subject to clauses 9.1 and 9.3, each Party shall store and manage Confidential Materials with due care and skill, and neither Party shall transfer or provide Confidential Materials to third parties nor allow persons other than employees or directors of their own organisation and affiliates to view or otherwise access such Confidential Materials.
- 9.3. Each Party may disclose or provide the other Party's Confidential Information or Confidential Material to relevant third parties in the following circumstances:
 - 9.3.1. When compelled to by law
 - 9.3.2. Where information is provided to a person with a legal obligation of confidentiality, or
 - 9.3.3. When either Party commissions work relating to the Services to a third party and that third party has an obligation of confidentiality equivalent to the obligation of confidentiality in this clause 9.

CPOMS Systems and the Customer undertake to each other to make all relevant employees (including Authorised Users), agents and sub-contractors aware of the confidentiality of the Confidential Information and the provisions of this clause 9 and to take all reasonable steps from time to time to ensure compliance by their employees, agents and sub-contractors with the provisions of this clause 9.

- 9.4. Each Party shall only use Confidential Information disclosed by the other Party for purposes related to the Services and shall not use such information for any other purpose.
- 9.5. Each Party may duplicate Confidential Materials to the extent necessary in order to use the Services.
- 9.6. Each Party must, without delay, destroy, erase or return to the other Party all Confidential Materials (including any duplicates) if requested to do so by the other Party upon termination of this Agreement.
- 9.7. Each Party must ensure that any employees or directors in their own organisation and affiliates who come to know the other Party's Confidential Information to comply with the content of this clause 9.
- 9.8. The conditions in this clause 9 shall continue to remain in effect even after the termination of this Agreement.

10. Data Protection

- 10.1. For the purposes of this Agreement "**personal data**", "**controller**", "**processor**", "**data subject**" and "**personal data breach**" shall have the respective meanings ascribed to them in the UK GDPR.
- 10.2. Where CPOMS Systems processes any personal data supplied to it by or on behalf of Customer for the purposes of this Agreement, the provisions of clauses 10.3 and 10.4 shall apply to that personal data. A description of the personal data and the processing activities undertaken by CPOMS Systems is set out in Schedule 1 - Data Processing Activities.
- 10.3. Where the Customer expects that CPOMS Systems will process personal data, the

Customer shall:

- 10.3.1. ensure that the personal data is accurate and up-to-date, and remains so during the period of the processing
 - 10.3.2. ensure that all instructions that it issues to CPOMS Systems comply with Data Protection Legislation
 - 10.3.3. ensure that it complies with Data Protection Legislation
 - 10.3.4. ensure that, in respect of all processing of personal data to be performed by CPOMS Systems under this Agreement, the Customer has established:
 - 10.3.4.1. a lawful basis, and
 - 10.3.4.2. where applicable, a condition for processing special categories of data
 - 10.3.5. not do anything in connection with the personal data that would or might cause CPOMS Systems to be in breach of any Data Protection Legislation or other law and/or to incur liability to any data subject
 - 10.3.6. procure that no third party shall extract, or attempt to extract any Customer Content from CPOMS unless:
 - 10.3.6.1. the Customer has entered into an appropriate agreement with such third party, and
 - 10.3.6.2. CPOMS Systems has been offered the opportunity to perform the extraction of the Customer Content from CPOMS and provide it to the Customer or to such third party, and
 - 10.3.7. not, and shall not permit any third party to, write, upload, amend, or alter, any Customer Content and other data stored on CPOMS Systems' databases other than directly via the CPOMS Systems software or a CPOMS Systems approved interface, or otherwise with CPOMS Systems' prior written consent.
- 10.4. To the extent that CPOMS Systems processes personal data on behalf of the Customer in connection with this Agreement, CPOMS Systems shall:
- 10.4.1. solely process the personal data for the purposes of fulfilling its obligations in this Agreement and in compliance with the Customer's written instructions as set out in this Agreement, except to the extent that any processing of personal data is required by any applicable laws relevant to the provision of the Services
 - 10.4.2. where processing of personal data by CPOMS Systems is required by applicable laws relevant to the provisions of the Services, CPOMS Systems shall inform the Customer of the relevant legal requirement before processing, unless such law prohibits CPOMS Systems from doing so
 - 10.4.3. ensure that any persons used by CPOMS Systems to process personal data are required to treat the personal data confidentially
 - 10.4.4. take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data taking into account the nature of the processing and harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the personal data to be protected

including without limitation, all such measures that may be required to ensure compliance with Article 32 of the UK GDPR

10.4.5. only appoint a third party to process personal data on its behalf in accordance with clauses 10.5, 10.6 and 10.7, and

10.4.6. taking into account the nature of the data processing activities undertaken by CPOMS Systems and the information available to CPOMS Systems:

10.4.6.1. provide all reasonable possible assistance and co-operation to enable the Customer to fulfil its obligations to respond to requests from individuals exercising their rights under the Data Protection Legislation

10.4.6.2. notify the Customer without undue delay (and within 24 hours wherever possible) if CPOMS Systems or any sub-contractor engaged by on behalf of CPOMS Systems suffers a personal data breach leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data that is processed in connection with this Agreement

10.4.6.3. following a notification under clause 10.4.6.2, provide reasonable co-operation, information and assistance to the Customer as may be necessary to enable the Customer to notify relevant supervisory authorities and data subjects of the personal data breach to the extent such notification is required under the Data Protection Legislation

10.4.6.4. assist the Customer with carrying out its obligations under Data Protection Legislation in respect of the security of processing, carrying out data protection impact assessments, remedial actions to be taken in response to a personal data breach (including notifying personal data breaches to the ICO and affected data subjects) and consulting with relevant supervisory authorities where such assessments and/or consultation are required pursuant to the Data Protection Legislation, provided that the scope of such assistance shall be agreed by the Parties in advance and the Customer shall pay CPOMS Systems' reasonable costs incurred in providing such assistance

10.4.6.5. upon termination of this Agreement, at the choice of the Customer, delete or return all personal data to the Customer and delete existing copies (unless any applicable laws that are relevant to the provision of the Services require that copies are kept), except that CPOMS Systems shall be permitted to retain back-up copies of Customer Content for no longer than 28 days in accordance with CPOMS Systems' normal back-up procedures, and

10.4.6.6. upon reasonable request with not less than 4 weeks' notice, and provided that the Customer shall not make more than one request in any rolling 12 month period, make available to the Customer all information necessary to demonstrate compliance with the obligations set out in this clause 10 and allow for and contribute to audits, including inspections, conducted by or on behalf of the Customer.

10.5. In performing its obligations under this Agreement, CPOMS Systems may appoint one or

more third parties as sub-processors. CPOMS Systems shall not sub-contract its processing of personal data to a third party without the Customer's prior specific or general written authorisation (not to be unreasonably withheld, conditioned or delayed). Where CPOMS Systems sub-contracts its processing of personal data to a third party in accordance with this clause 10.5, it shall:

10.5.1. ensure that any such third party is subject to the same data protection obligations as those set out in clause 10.4

10.5.2. obtain sufficient guarantees from any such third party that they will implement appropriate technical and organisational measures in such a manner that the processing of personal data by such third party will meet the requirements of Data Protection Legislation

10.5.3. remain responsible to the Customer for the actions of its sub-processors, and

10.5.4. remain bound by its obligations under clause 10.4.

10.6. The Customer hereby specifically authorises CPOMS Systems to subcontract the sub-processors listed in Schedule 2 – Sub-processors and, subject to CPOMS Systems' obligations under this clause 10, generally authorises CPOMS Systems to replace or add subcontractors where necessary or appropriate for the provision or improvement of the Services.

10.7. If CPOMS Systems proposes to change any sub-processor, the Customer will be provided with an opportunity to object to the appointment of each new sub-contractor within 14 days after CPOMS Systems provides written notification to the Customer of the details of any new subcontractor. If the Customer does not raise any objections within 14 days of receiving the notification from CPOMS Systems, the Customer shall be deemed to have accepted such change.

10.8. CPOMS Systems shall not transfer Customer Content to any country outside the UK or EEA without the prior written consent of the Customer, such consent may be subject to and given on such terms as the Customer may in its discretion prescribe (acting reasonably and in compliance with Data Protection Legislation).

10.9. In the event that the Customer consents to the transfer of personal data from CPOMS Systems to a country outside of the UK or EEA under clause 10.8, CPOMS Systems shall confirm in writing details of how CPOMS Systems will ensure an adequate level of protection and adequate safeguards in respect of the personal data that will be processed in and/or transferred outside of the UK or EEA so as to ensure compliance with the Data Protection Legislation.

10.10. Subject always to its duties under this clause 10 and under clause 9 (Confidential Information), CPOMS Systems may from time to time use data processed by the Services to produce statistical analyses, market data and predictive models ("**Analytics**"). No personal data will be used for the purposes of Analytics.

11. Liability and Exclusions

11.1. Except as expressly and specifically provided in this Agreement:

11.1.1. the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. CPOMS

Systems shall have no liability for any damage caused by errors or omissions in any information or instructions provided to the CPOMS Systems by the Customer in connection with the Services, or any actions taken by CPOMS Systems at the Customer's direction

- 11.1.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement, and
- 11.1.3. the Services are provided to the Customer on an "as is" basis.
- 11.2. Nothing in this Agreement excludes the liability of CPOMS Systems:
 - 11.2.1. for death or personal injury caused by CPOMS Systems' negligence, or
 - 11.2.2. for fraud or fraudulent misrepresentation.
- 11.3. Subject to clauses 11.1, 11.2, 11.6 and 11.7, CPOMS Systems shall not in any circumstances have any liability (whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise) for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer):
 - 11.3.1. which fall within any of the following categories (whether such losses are direct or indirect): (i) loss of actual or anticipated revenue or profit; (ii) claims by or losses suffered by third parties (including any data subject whose personal data is processed by CPOMS Systems); (iii) loss of anticipated savings; (iv) loss of business or business opportunity; (v) loss of goodwill or reputation (and/or similar losses); (vi) the Customer's officers' or employees' or consultants' time in selecting, monitoring, testing or otherwise implementing the Services (or any replacement system), and
 - 11.3.2. any indirect, consequential or special loss or damage howsoever caused.
- 11.4. Notwithstanding anything to the contrary in this Agreement, the total aggregate liability of CPOMS Systems (including its directors, officers, stakeholders, employees, agents or suppliers), whether arising from contract (including in respect of any indemnity), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising under or in connection with this Agreement shall be limited to the Charges paid by the Customer for the Services over the 12 months period immediately prior to the claim arising.
- 11.5. In the event of any loss or damage to Customer Content, CPOMS Systems shall use reasonable commercial endeavours to restore the lost or damaged Customer Content from the latest back-up of such Customer Content maintained by CPOMS Systems.
- 11.6. Without limiting the foregoing, CPOMS Systems shall not be held legally responsible for damages to the Customer caused by any of the following reasons:
 - 11.6.1. regular maintenance carried out by CPOMS Systems in accordance with the terms of this Agreement
 - 11.6.2. orders from government or judicial institutions to halt business activities
 - 11.6.3. defects with the Customer's facilities, defects with the Customer's access line for connecting to the Services or with the settings that the Customer has implemented for Virtual Systems

- 11.6.4 illegal operations by the Customer
 - 11.6.5 use of the Services other than in accordance with any use policies and with the operating instructions and procedures and documentation set out or referred to in this Agreement or that CPOMS Systems notifies to the Customer from time to time, including procedures and policies relating to security, access and passwords
 - 11.6.6 loss or damage (including, without limitation, any direct, indirect, special or consequential loss) caused in whole or in part by Customer Content or other data, including without limitation corrupted data and malware, introduced into CPOMS by the Customer or its agents or subcontractors
 - 11.6.7 any failure or lack of security arising from the use of the Internet and/or the World Wide Web to access CPOMS StaffSafe, or
 - 11.6.8 failure of or termination of any licence issued to the Customer to use third party software which transfers Customer Content to or allows access to Customer Content by CPOMS Systems.
- 11.7 To the extent permitted by law, the liability of CPOMS Systems for loss or damage sustained by the Customer will be reduced proportionately to the extent that such loss or damage has been directly caused by the Customer's failure to comply with its obligations under this Agreement or the negligence of the Customer has directly contributed to such loss or damage, regardless of whether a claim is made by the other Party in contract, tort (including negligence) or any other basis.

12 Charges and Payment

- 12.1 The Customer shall pay the Charges for the Minimum Term and each Renewal Term as set out in the invoices submitted to the Customer by CPOMS Systems.
- 12.2 Unless expressly stated otherwise, all Charges are exclusive of VAT and the Customer must pay CPOMS Systems an additional amount equal to such tax.
- 12.3 With respect to the calculations for the Charges for the Services and the VAT amounts, any fractional amounts less than one penny shall be rounded down.
- 12.4 CPOMS Systems will invoice the Customer for the Charges as stated and the Customer must pay all invoices within thirty (30) days of the date of the invoice.
- 12.5 If the payment date falls on a non-business day for financial institutions, the payment date shall be moved forward to the preceding Business Day.
- 12.6 If the Customer neglects to discharge its financial liabilities arising from this Agreement (including payment of the Charges and any debts due and payable), the Customer shall pay CPOMS Systems interest on any amount due from the due date of payment until the date of actual payment at the rate of 2% per annum above Barclays Bank plc sterling base rate. Interest is to be calculated on a daily basis.
- 12.7 The Charges payable by the Customer shall be fixed for the Minimum Term.
- 12.8 For the first and any subsequent Renewal Term following the Minimum Term the Charges payable by the Customer shall, subject to clause 12.9, be those prevailing on the Renewal Date.
- 12.9 CPOMS Systems may vary its Charges once every calendar year by a percentage equal to or

less than the increase in the Retail Prices Index (All Items) or such other comparable index specified by CPOMS Systems should the Retail Prices Index (All Items) cease to exist. Upon each such change the new Charges will be applied to the Customer with effect from the next Renewal Date.

13 Compliance with Law

- 13.1 CPOMS Systems is under no obligation to the Customer to supply any Services under this Agreement or otherwise if its possession or processing of the Customer Content constitutes a breach of any relevant law or regulation.
- 13.2 CPOMS Systems is under no obligation to refrain from delivering the Customer Content into the custody of a duly authorised law enforcement officer or government representative, officer or agency or from providing such persons or instrumentalities with access to the Services or the Customer Content if CPOMS Systems receives a valid and proper request or demand for such information.

14 Force Majeure

- 14.1 Neither Party shall be liable for any failure to comply with this Agreement which is due to Force Majeure.
- 14.2 If a delay or failure by a Party to perform its obligations due to Force Majeure exceeds 30 days, either Party may immediately terminate this Agreement on providing notice in writing to the other Party.

15 Prohibition of Transfer of Rights and Obligations

- 15.1 The Customer shall not assign, novate or otherwise in any other way transfer its rights or obligations under this Agreement to a third party without CPOMS Systems' prior written consent (not to be unreasonably withheld). CPOMS Systems shall be entitled to assign, novate or otherwise transfer its rights or obligations under this Agreement without the consent of the Customer.

16 Governing Law and Jurisdiction

- 16.1 The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall subject to clause 17 be governed by the law of England and the Parties submit to the exclusive jurisdiction of the English courts.

17 Dispute Resolution

- 17.1 A Party must not start court proceedings unless it has complied with this clause 17.
- 17.2 A Party claiming that a dispute, difference or question arising out of this Agreement ("**Dispute**") has arisen must notify the other Party giving details of the Dispute ("**Notification**").
- 17.3 Within 7 days (or any longer period agreed between the Parties) after a Notification is given, each Party's relationship manager must personally or through a nominee use reasonable efforts to resolve the Dispute through negotiation.

- 17.4 If the Parties' relationship managers cannot resolve the Dispute within 14 days after the Notification is given (or any longer period agreed between the Parties), the relationship managers must immediately refer the Dispute to a General Manager (or equivalent) of each Party or their nominated representatives.
- 17.5 If the Parties fail to resolve the Dispute within a further 14 days, the Parties may refer the matter to the courts in accordance with clause 16.
- 17.6 Neither Party shall be prevented from, or delayed in, seeking orders for specific performance or interlocutory or final injunctive relief on an ex parte basis or otherwise as a result of the terms of this clause 17, and this clause shall not apply in respect of any circumstances where such remedies are sought.

18 Subcontract

- 18.1 CPOMS Systems may subcontract for the performance of this Agreement or any part of this Agreement and may engage subcontractors, whether or not operating under a corporate structure, to assist in the provision of the Services pursuant to this Agreement at any time without the Customer's consent save that if any subcontractor processes personal data then clause 10.5, 10.6 and 10.7 shall apply.

19 Variation

- 19.1 The Customer acknowledges and agrees that CPOMS Systems may modify the terms of this Agreement at any time with prior notice to the Customer and the modified Agreement shall apply to the Customer with effect from the next Renewal Date.
- 19.2 CPOMS Systems shall use its reasonable endeavours to ensure that any such changes shall not materially alter the Services or the terms in a way which disadvantages the Customer.
- 19.3 In the event of a change that has a material impact on the Customer, CPOMS Systems will provide the Customer with no less than 30 days' notice. If the Customer does not wish to accept the modified terms, the Customer may terminate this Agreement without penalty by providing 30 days written notice to CPOMS Systems. The unmodified terms will continue to apply until termination.

20 Express rights

- 20.1 Any express statement of a right of CPOMS Systems under this Agreement is without prejudice to any other right of CPOMS Systems expressly stated in this Agreement or existing at law.

21 Publicity

- 21.1 Except as required by applicable law, the requirements of any governmental authority or other regulatory body which restricts the undertaking of marketing and promotional activities or press releases and public announcements in respect to the Services provided under this Agreement, CPOMS Systems may, with notice to the Customer, undertake marketing and promotional activities and make press releases and other public announcements in respect to the Services provided under this Agreement, provided the name of the Customer and, if applicable, its owner is not disclosed without the prior written consent of the Customer.

22 Waiver

- 22.1 No right under this Agreement will be deemed to be waived except by notice in writing signed by each Party. Any waiver by CPOMS Systems will not prejudice its rights in respect of any subsequent breach of this Agreement by the Customer.
- 22.2 Any failure by CPOMS Systems to enforce any clause of this Agreement, or any forbearance, delay or indulgence granted by CPOMS Systems to the Customer will not be construed as a waiver of CPOMS Systems' rights under this Agreement.

23 Severability

- 23.1 If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement will remain otherwise in full force apart from such provisions which will be deemed deleted.

24 Entire Agreement

- 24.1 The Agreement, including its Schedules, sets forth the entire understanding between the Customer and CPOMS Systems regarding the subject matter of this Agreement.
- 24.2 The content of this Agreement shall take precedence over, and neither Party shall be entitled to rely on and shall have no remedy in respect of, any other agreements, materials, statements, representations, understandings or offers that were made or exchanged between the Parties. This clause 24 shall not operate to exclude liability for fraud.
- 24.3 Neither Party shall be responsible for nor have obligations for any matters in relation to the Services other than those specified in this Agreement.

25 Third Party Rights

- 25.1 A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

26 Relationship of the Parties

- 26.1 Nothing in this Agreement is intended to create a partnership, or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party, or to authorise either Party to act as agent for the other Party. Neither Party shall have authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other Party.

27 Notices

- 27.1 Any notice or communication given under this Agreement shall be:
 - 27.1.1 in writing and served by hand, prepaid recorded or special delivery post or prepaid international recorded airmail to the relevant addressee at the address referred to on the cover page of this Agreement or such other address as the relevant Party may designate to the other in writing from time to time, or

27.1.2 made by electronic mail or other electronic means via the CPOMS Website in accordance with any procedures set up for such purposes, or

27.1.3 displayed or otherwise made accessible to the Customer's CPOMS StaffSafe administrator within CPOMS StaffSafe.

27.2 Any such notice shall be deemed to have been served at the time of delivery.

Schedule 1 – Data Processing Activities

1. Categories of data

The categories of data to be processed by CPOMS Systems on behalf of the Customer include the following:

- Name
- Address
- Home phone
- Home email
- Work email
- Work phone
- Date of Birth
- Gender
- NI Number
- Photo ID
- Roles / Job Title
- Teacher Number
- MIS ID
- Employment Start
- Employment End
- DBS check results
- Leave and absence records
- Details of incidents involved in
- Details of concerns, complaints and allegations
- Details of disciplinary proceedings

2. Special categories of data

- Race or ethnic origin
- Political opinions
- Religious or philosophical beliefs
- Trade union membership
- Biometric data for identification purposes
- Health information

- Sex life or sexual orientation

3. Categories of data subjects

- Staff Members
- Authorised Users (a subset of Authorised Users)
- Other persons, potentially including children or other vulnerable individuals, who may be involved in incidents and matters relating to a Staff Member and whose personal data may be included in entries made in CPOMS StaffSafe.

4. Processing operations

- Obtaining and extracting Customer Content
- Hosting Customer Content as a service
- Performing and retaining back-ups of CPOMS StaffSafe and of Customer Content, and
- Returning Customer Content to the Customer on termination of this Agreement.

5. Purposes of processing

- Staff management and administration.

6. Duration of processing

- The processing will continue for the Term of this Agreement and for such longer period as is necessary to transfer the Customer Content on termination.
- The Customer, as a controller, is responsible for setting and applying data retention and deletion policies for personal data in the Customer Content, and for ensuring that records for each Staff Member are retained and deleted in compliance with applicable laws and guidance.

Schedule 2 – Sub-processors

The following subcontractors are engaged by CPOMS Systems as sub-processors to process personal data as described below and in accordance with clauses 10.5, 10.6 and 10.7 of this Agreement.

We engage either Groupcall or Wonde only where we are unable to migrate data directly from your management information system (MIS) into CPOMS.

Name and Address of Subcontractor	Description of Services
Microsoft UK Microsoft Campus. Thames Valley Park. Reading. Berkshire. RG6 1WG	Provision of Azure hosting services at two or more datacentres in the UK. Provision of Microsoft File Viewer in CPOMS to enable users to view uploaded documents.
Groupcall Limited 2 Darker St, Leicester LE1 4SL	Migration of data from the Customer's MIS into CPOMS, e.g. via the MIS API.
Wonde 14 Kings Court Rd, Willie Snaith Rd, Newmarket CB8 7SG	Migration of data from the Customer's MIS into CPOMS, e.g. via the MIS API.

Schedule 3 – Description of the Services

1. CPOMS StaffSafe Software-as-a-Service

Overview

CPOMS StaffSafe is a system for case management, data-sharing, recordkeeping and reporting of incidents and other matters relating to the safeguarding of children and other vulnerable individuals.

Service Delivery

CPOMS StaffSafe is delivered in the form of software-as-a-service (SaaS). The Customer will access CPOMS StaffSafe over the internet using one or more of the following supported web browsers:

- Microsoft Edge – Current version plus previous 2 versions
- Mozilla Firefox – Current version plus previous 1 version
- Google Chrome – Current – Current version plus previous 1 version
- Apple Safari – Current version plus previous 1 version

It may be possible to access CPOMS StaffSafe using other browsers by special arrangement.

Functionality

CPOMS StaffSafe functionality will include (but not be limited to) the following:

- a. Recording, managing and reporting on:
 - Attendance/absences
 - Appraisals
 - Training
 - Complaints/allegations
 - Welfare
 - General concerns

- b. Features that enable you and your Authorised Users to:
 - Log Confidential Note or Conversations
 - Alert specific Authorised Users when a Confidential Note or Conversations has been logged
 - Scan paper records and upload to a Staff Member's file or to a specific incident
 - Keep track of Staff Members using customisable categories and tags
 - Use keywords to group Staff Members, e.g. by role
 - Enable multiple Authorised Users to add input to a Conversation or Confidential Note
 - Set reminders for themselves or for other Authorised Users and receive notifications when checks are due to expire, and

- Request CPOMS Support to recover data accidentally deleted (must be within 28 days of deletion and CPOMS Systems will make all reasonable efforts to recover it).

c. Training

Training resources are available on request by emailing training@cpoms.co.uk.

MIS integration

CPOMS StaffSafe will automatically extract the Agreed Information from the Customer's MIS between approximately 02.00 and 06.00 on each Business Day.

Where automatic extraction is not possible, we will use reasonable efforts to arrange manual extraction in a manner that minimises the impact on the Customer's use of CPOMS StaffSafe.

Planned Maintenance

CPOMS Systems will give at least one week's notice of planned maintenance except where urgent work is required (e.g. emergency maintenance to preserve the security of CPOMS StaffSafe), in which case we will give as much prior notice as possible.

Where reasonably practicable, work will be undertaken towards the end of the day or overnight to minimise disruption to the Services.

Urgent Upgrades and Fixes

On occasions it may be necessary to apply changes at short notice due to unexpected conditions, to correct identified software errors or for infrastructure reasons and it may be necessary to suspend service during this time.

CPOMS Systems will make reasonable efforts to keep such incidents to a minimum and resume the Services without undue delay.

Hosting – available hours

CPOMS StaffSafe will generally be available for access by the Customer 24x7x365 and the target minimum availability time is 99% per annum (subject to the paragraph below).

The availability level set out above does not apply in respect of any availability issues that result from:

- Factors outside our reasonable control (for example, a network or device failure external to our data centre, including at the Customer)
- The Customer's use of services or software not provided by CPOMS Systems
- The Customer's use of CPOMS StaffSafe in a manner inconsistent with the terms of this Agreement, or
- Planned maintenance and urgent upgrades and fixes.

New Releases of CPOMS StaffSafe

- CPOMS Systems constantly monitors CPOMS StaffSafe and its security measures, making improvements and corrections which are developed, tested and implemented.
- These are released in line with our change management procedures, including back-out procedures in the event that a release has an unexpected adverse impact on the Services.
- The implementation of a new release is instantaneous. CPOMS Systems will make all reasonable efforts to avoid disruption to the Services.

2. CPOMS StaffSafe Support Services

CPOMS Systems will provide CPOMS Support services to assist Authorised Users with problems and enquiries relating to the use of CPOMS StaffSafe and the Services.

CPOMS Support cannot advise on what information should be recorded in CPOMS StaffSafe.

Support hours

CPOMS Support agents are available on Business Days during the following hours (“Service Hours”)

	Mon	Tue	Wed	Thu	Fri
Start	08:30	08:30	08:30	08:30	08:30
Finish	17:30	17:30	17:30	17:30	17:00

Procedure for raising a support ticket

Contact CPOMS Support by:

- Clicking the ‘Contact Support’ link in CPOMS StaffSafe
- Telephone: 01756 797766, or
- Email: support@cpoms.co.uk.

Once the ticket is logged you will receive a notification email confirming your ticket has been opened and its reference number. The ticket will then be directed to the appropriate CPOMS Support agent.

Calls and emails sent to CPOMS Support outside the Support Hours will be dealt with on the next Business Day.

To obtain an update on a ticket, contact CPOMS Support quoting your call reference number.

3. Information Security

Data Centres

CPOMS StaffSafe is hosted on third party servers across two geographically separate data centres to maximise resilience and availability. Both data centres are in the UK.

The data centres are operated by our subcontracted hosting services provider and maintained to both ISO 9001 (Quality) and ISO 27001 (Information Security) standards.

They are manned 24/7/365 by dedicated security personnel and benefit from secure physical access controls and CCTV monitoring.

Disclosure and Barring Service (DBS) checks

All CPOMS Systems personnel who work with CPOMS StaffSafe or CPOMS Support undertake an Enhanced DBS check at least once every 12 months.

Data encryption

All data entered and held in CPOMS StaffSafe is encrypted in transit and at rest.

SSL encryption takes place between the Authorised User's computer and the CPOMS StaffSafe server when CPOMS StaffSafe is accessed and between the Customers' MIS and the CPOMS StaffSafe server when data is being transmitted through the automatic extract.

The SSL certificate enables the Authorised User's computer to verify that the site into which they are entering data is, in fact, the CPOMS StaffSafe server. Connections are encrypted with 256-bit AES encryption.

256-bit AES encryption is applied to all data stored in the CPOMS StaffSafe database.

Data resilience

Using two data centres provides additional resilience. Information is shared between and backed up by both data centres.

Access control

CPOMS StaffSafe uses multi-factor authentication to ensure that only Authorised Users can access CPOMS StaffSafe.

Access requires the Authorised User to enter:

- a. Their unique user identifier
- b. A strong password, and
- c. A unique passcode generated either by an authenticator app or a CPOMS USB key*.

* Authenticator apps (e.g. Microsoft, Google) are free to download but if you do not permit employees to use personal phones at work, physical CPOMS USB keys can be purchased via CPOMS Support.

Only when all three factors are present and correctly matched will access to CPOMS StaffSafe be permitted.

Access permissions can be set for individuals or groups to enable or restrict:

- a. Access to system functionality, e.g. management reporting and other tools
- b. Read Only or Read/Write access, and
- c. Access to categories and information on a need-to-know basis.

The Customer, as a controller, is responsible for granting and managing Authorised User access permissions to restrict access to certain functionality and categories of Customer Content in CPOMS StaffSafe.

Restricted Access

To minimise barriers to reporting of safeguarding incidents, in line with regulatory guidance, CPOMS StaffSafe enables Authorised Users to gain limited access via simple userid and password login where, for any reason, they are unable to use an authenticator app or a CPOMS USB key for multi-factor authentication, ("**Restricted Access**").

An Authorised User who uses Restricted Access will only be able to:

- a. Log an incident, or
- b. Read an alert sent to them by another Authorised User.

If, having done one of the above, the Authorised User logs in again using Restricted Access, they will not be able to view the information they entered or read in their previous session.

Only when they login with multi-factor authentication will they be able to access that information and all the other categories of Customer Content and functionality included in their access permissions.

Audit controls

All access to CPOMS StaffSafe, and key actions performed within CPOMS StaffSafe, e.g. creation, modification and deletion of Customer Content, are time, date and user stamped. Consequently, an audit trail is maintained that accurately records all key activities undertaken using CPOMS StaffSafe. This provides additional security by providing the ability to investigate and analyse what has been done, by whom and when.

4. Service Decommissioning on Termination

This decommissioning process will come into operation upon termination of this Agreement.

CPOMS Systems will:

- Support the Customer to ensure an orderly closedown of the Services
- Provide the Customer with one copy of the Customer Content, and
- If requested by the Customer and for an additional charge, provide assistance with transferring the Customer Content to another provider.

Following the migration of the Customer Content or the provision of copy, CPOMS Systems will:

- Delete the Customer Content from CPOMS StaffSafe

- Delete all back-up copies in accordance with the back-up procedures and timelines
- On request, notify the Customer when deletion is complete
- Return or securely destroy, at the option of the Customer, any Customer documentation or other materials then in its possession, and
- Terminate all access by the Customer and its Authorised Users to the Services and to CPOMS StaffSafe.