



## SYSTEM OWNER LICENCE V8.2

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System description:

**XXXXXXXXX Police**

**Neighbourhood Alert Access Licence**

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All organisations responsible for a Neighbourhood Alert Portal, Micro-site or Neighbourhood Alert connected system.

## Parties

THIS AGREEMENT is made on **DATE**

Between

**VISAV LIMITED** a company registered in the United Kingdom with number 04511143 whose registered office is SHERWOOD BUSINESS CENTRE 616A-620A MANSFIELD ROAD SHERWOOD, NOTTINGHAM NG5 2GA ('Licensor').

**XXXXXXX Police**

Address

("Licensee")

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### SCHEDULES:

- 1) Schedule of fees
- 3) Support Services
- 4) Security & Data Compliance: [View in Help Centre](#)
- 5) Data Process Agreement: [View in Help Centre](#)

# 1 Definitions & Interpretations

1.1 In this Agreement the following terms shall have the following meanings:

**Alerts:** messages and broadcasts sent to Data Subjects and Businesses by any combination of email, text message or recorded voice message. These may include (typically) crime alerts, appeals for witnesses to come forward, local news, awareness of public meetings, and good news stories.

**Alert Portal:** A network of linked websites with a central secure administration section. The Alert software has the technical capability of managing users who subscribe via one or more websites (micro-sites).

**Charges:** The fees payable to the Licensor for the use of the software, support services and telephone charges set out in Schedule 1 to this agreement

**Commencement Date:** The date on which the licence is due to start: **Date**

**Term:** The period of time for which the contract is in force for the provision of services. The minimum contractual period of this agreement is **X years** from the Commencement Date.

**Licence Area:** **Force area of xxxxx**

**System:** Any website that allows registration and information sharing via the Neighbourhood Alert software by mobile app registration, or manual registration via the Rapport or other registration screens. This may be a single Micro-site or a collection of sites managed through a central Portal.

**System Owner** means the organisation that commissioned and currently licences the website or other interface via which Data Subjects register onto the VISAV Database. This may be the Licensee or one of several alternative organisations such as Neighbourhood Watch, Fire & Rescue Service or bordering Police Forces.

**Registered users:** Individuals who register their own or their business' details on any website connected to the Neighbourhood Alert system.

**Information Provider:** Any organisation represented on the **System** which can access, subject to their consent, Data Subjects on the **VISAV Database**.

**Information Provider Licence (IPL):** A licence to introduce information on to the Neighbourhood Alert system

**Micro-sites:** Micro-sites are duplicate websites that have an individual design, colour scheme and web page content but are simply an additional, localised interface for users to use whilst connecting to the Alert system. Local Micro sites can only be authorised by the System Owner.

The expressions “**Data**”, “**Data Controller**”, “**Data Processor**”, “**Personal Data**”, “**Processing**”, “**Information Commissioner**”, “**Data Subject**” and “**Subject**”

**Access**", have the same meaning as in Article 4 of GDPR. **Special Categories of Personal Data** has the same meaning as in Article 9 of GDPR.

**VISAV Database:** A computer-stored list of individuals (**Data Subjects**) who have consented to have their names, principal contact details and other such information which might assist them and the organisation, normally the Licensee, to which they have given consent to be so listed, to carry out its functions. This comprises the entire Neighbourhood Alert database, operated by VISAV containing both **Police Data** and **Global Data**.

**Police Data:** any Data including "**Personal Data**" and "**Special Category Data**" as above provided by the **LOCALFORCE** to VISAV, or provided by the **Data Subject** in consenting to the retention of their contact details in the VISAV Database during the process of registering or being registered where **LOCALFORCE** is the System Owner.

**Global Data** Any Data including "Personal Data" and "Sensitive Personal Data" provided by the Data Subject in volunteering to receive Neighbourhood Alerts and in consenting to the retention of their contact details in the VISAV Database on any website or system where **LICENSEE** is not the System Owner.

**Intellectual Property:** All copyright, patents, rights in designs, trade and service marks, database-software rights, inventions, know-how and all other intellectual property rights throughout the world (whether those rights are capable of registration or otherwise) for the full duration of such rights (including all extensions and renewals).

**Licence:** This licence and its schedules.

**Rules and Conventions:** Processes and conventions as defined by the Licensee for the sending, handling and processing of information on any part of the Neighbourhood Alert system.

**Services:** The Support Services to be provided by the Licensor as set out in Schedule 3.

**Neighbourhood Alert Development Board:** Independent board of stakeholders made up of Alert licensees and licensor, tasked with managing the Neighbourhood Alert development plan.

1.2 References in this Licence to parties, clauses and schedules are references to the parties, clauses and schedules to this Licence.

1.3 The headings in this Licence are for ease of reference only and shall not affect the interpretation or construction of the Licence.

1.4 Where the context permits, the use of the singular shall be construed to include the plural and the use of plural the singular, and the use of any gender shall include all genders.

1.4 References to an Act of Parliament shall be deemed to include and subordinate legislation of any sort made from time to time under the Act.

1.5 References to any statute, enactment, order, regulation, code or similar instrument shall be construed as a reference to the statute, enactment, order, regulation, code or instrument as subsequently amended or re-enacted.

1.6 Any reference to 'persons' includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts as the context permits (in each case whether or not having separate legal personality).

## 2 Start Date and Term

2.1 This agreement shall commence on the **Commencement Date** and continue for the **Term** and thereafter from year to year until or unless terminated in accordance with the provisions of Clause 4 or Clause 12 of this agreement.

## 3 Grant of Licence

3.1 The Licensor hereby grants the Licensee a non-transferable, non-exclusive licence to use the Alert Portal and Micro-sites in the **Licence Area**.

3.2 The Licensee acknowledges that is licensed to use the Alert Portal and Micro-sites only in accordance with the express terms of this agreement.

## 4 Licence Agreement Limitations

4.1 The Alert Portal must be used only for the Licensee's core business activities.

4.2 The Licensee warrants using the Alert Portal only for lawful purposes. In particular it will not knowingly:  
Use the Alert Portal in any manner which infringes any law or regulation or which infringes the right of or causes annoyance, inconvenience or needless anxiety to any third party, nor authorise or permit any other person to do so; use the Alert Portal to post, link or transmit material which could be considered as "Electioneering" or is unlawful, threatening, abusive, malicious, defamatory, obscene, pornographic, blasphemous, profane or otherwise objectionable, contains a virus or other hostile computer programme, or encourages the commission of a criminal offence or which infringes any intellectual property right, fail to keep secure any identification, password and other confidential information relating to the Alert Portal and shall notify the Licensor immediately of any known or suspected unauthorised use of their account or breach of security, including loss, theft or unauthorised disclosure of their password or other security information; fail to comply with data protection legislation.

4.3 The Licensor may occasionally suspend part or all of the Alert Portal, having given the Licensee reasonable notice, for the purposes of repair, maintenance or improvement, subject to a maximum time limit of 24 hours.

4.4 The Licensor will use reasonable endeavours to restore any breakdown in the Alert Portal as soon as possible after any such suspension, give instructions regarding the use of the Alert Portal which in the Licensor's reasonable opinion are necessary in the interests of safety or to maintain or improve the quality of the Alert Portal provided by the Licensor and any such instructions shall, whilst they are in force, be deemed to form part of this Licence agreement

4.5 The Licensor may vary the technical specification of the Alert Portal to meet changing operational circumstances over which it has no control but not otherwise substantially change the specification or functionality of the Alert or Micro-site systems accessed by the Licensee without prior majority agreement of the Alert

Development Board, notwithstanding such changes might be considered improvements by the Licensor.

## 5 Charges and Payments

5.1 The Licensee shall be liable to pay the Licensor the Charges in accordance with Schedule 1.

5.2 The Licensee shall pay the amount of any invoice properly submitted within 30 days of the end of the month in which it is received.

5.3 Value Added Tax (VAT) will be charged at the rate appropriate to the date of invoice on those items subject to VAT.

5.4 The Licensor may increase the Charges in line with any increase in the Retail Price Index, upon giving at least 60 days prior written notice to the Licensee.

## 6 Warranties

6.1 The Licensor warrants to the Licensee that:

6.1.1 The Alert system and Micro-sites will provide the facilities and functions set out in the Specification;

6.1.2 Any documentation provided by the Licensor to the Licensee, when used in conjunction with the Alert system, will provide adequate instruction to enable such of the Licensee's members or employees who are reasonably competent users to make proper use of the Alert system.

6.2 The Licensor warrants that the Support Services will be provided with a standard of care and skill as high as any currently available in the industry and that all staff and personnel will have qualifications and experience appropriate for the tasks which they are allocated.

## 7 Indemnities

7.1 The Licensor shall indemnify the Licensee for personal injury or death caused by the negligence of its employees in connection with the performance of their duties under this agreement. The Licensor will take out and maintain suitable insurance for the **Term** of the Licence (to the value of not less than £5,000,000).

7.2 The Licensor shall indemnify the Licensee and keep it indemnified in full from and against all direct or indirect liability, loss, damages, injury, claims, costs, and expenses awarded against or incurred or paid by the Licensee as a result of, or in connection with, any claim that the system infringes the intellectual property rights of any third party. It is the licensee's responsibility to ensure that any content published on the **system** or transmitted in an **Alert** (such as text, images, photos) has the permission of its originator to be so used and does not infringe the copyright of any third party.

7.3 The Licensor shall (subject to the provisions of clause 7.4) indemnify the Licensee and keep it indemnified in full from and against all direct liability incurred by the Licensee as a result of or in connection with:-

any negligence on the part of the Licensor; or

the breach by the Licensor of any terms of this agreement, and for the purposes of this agreement direct liability shall include any payments for compensation or damage which the Licensee may be required to make to any of the Licensee's members as a result of any such negligence or breach.

7.4 The liability of the Licensor under clause 7.3 shall not in any event exceed the sum of £5,000,000

7.5 The Licensor must carry Professional Indemnity Insurance and ensure it is maintained to a value of £5,000,000 throughout the **Term** of the licence.

## 8 Intellectual Property Rights

8.1 All existing patents, copyright, database-software rights, trademarks and other intellectual property rights in the Alert system and its documentation as supplied by the Licensor are the exclusive property of the Licensor.

8.2 The Licensor reserves the right to grant other licences to use the Alert system software to third parties.

8.3 The Licensor warrants that its title to and property in the Alert system is free and unencumbered and that it has the right, power and authority to license the same (including any software included in it which may have been originated by a third party) upon the terms and conditions of this agreement.

## 9 Support Services

9.1 The Licensor will provide the Support Services detailed in Schedule 3.

## 10 Security

10.1 The Licensor agrees that all documents, data and software are kept under secure conditions satisfactory to the Licensee.

10.2 The Licensor may change the data storage location to an alternative location of equal or superior security, on the giving of not less than 30 days notice to the Licensee of the proposed new location and subject to allowing the Licensee or its nominees the opportunity to inspect the proposed new location and to the licensor shall make any changes to the proposed new location reasonably requested by the Licensee.

10.3 The Licensee agrees to inform the Licensor within 24 hours if it: experience malfunctions with the Alert Portal; or detects unauthorised access to the system.



10.4 The Licensee agrees to collaborate with the Licensor in any reasonable way to deal with such unauthorised access or system use that the Licensor, the police or other authorities may from time to time may need to investigate.

10.5 Each Party shall nominate a Designated Officer who shall be responsible for the management of the respective Parties' obligations under this agreement.

10.6 Each Party will notify the name and contact details of the Designated Officer from time to time appointed.

Please refer to Appendix 4: Security Data Compliance for more information regarding database and system security. This can be downloaded from the VISAV Help Centre at: <https://visav ltd.zendesk.com/hc/en-us/articles/209034405-Security-and-Data-Compliance> Note: You will require an authorised login to access this page; please email [support@neighbourhoodalert.co.uk](mailto:support@neighbourhoodalert.co.uk) if you do not have one.

## 11 Data Controller and Data Protection Principles

The Neighbourhood Alert system and all VISAV Limited staff and processes fully comply with each of the eight principles of the Data Protection Act 1998 (DPA) and the General Data Protection Regulations (EU) 2016/679 (GDPR)

Compliance with these principles and further information defining the role of VISAV Limited as Joint Data Controller with the Licensee is detailed in the document: Appendix 4 Security Data Compliance.

Please download the following documents from the [Help Centre](#)

- Security Data Compliance document
- Local Force Data Processing Agreement (DPA)

<https://visav ltd.zendesk.com/hc/en-us/articles/209034405-Security-and-Data-Compliance>

Note: You may require an authorised login to access these pages; please email [support@neighbourhoodalert.co.uk](mailto:support@neighbourhoodalert.co.uk) if you do not have one.

## 12 Termination of Agreement

12.1 The Licensor may terminate this Licence upon receipt of 90 days written notice after the initial contract period or in the event that:

12.1.1 The Licensee fails to comply with the terms and conditions of this licence;

12.1.2 The Licensee is in material or persistent breach of any of the terms of this licence and either that breach is incapable of remedy, or the Licensee fails to remedy that breach within 30 days after receiving written notice requiring it to do so;

12.1.3 The Licensee fails to pay any overdue fees.

12.2 The Licensee may terminate this agreement forthwith on giving notice in writing to the Licensor if:

12.2.1 The Licensor commits any serious breach of any term of this agreement and (in the case of a breach capable of being remedied) shall have failed, within 30 days of a request in writing from the Licensee to do so, to remedy the breach;

12.2.2 There is a change of control in the Licensor, as defined in section 416 of the Income and Corporation Taxes Act 1988, provided that, the Licensor having given notice to the Licensee of any intended change of control, the Licensee shall notify the Licensor within 5 working days of receipt of such notice whether or not it will exercise its right to terminate this agreement under this clause 12.2.2;

12.2.3 The Licensor passes a resolution or the Court makes an order that the Licensor be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a Receiver, manager, or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Licensor, or circumstances arise which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the Licensor is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction.

12.3 The Licensee shall have the right at any time after the Term (as defined in 1.1) to relinquish the License by giving 90 days' notice in writing to the Licensor.

12.4 In the event of termination of this agreement under clauses 12.1, 12.2.1, 12.2.2 or 12.3 above the Licensor will return all the Licensee's Police data forthwith or, if requested by the Licensee, erase the Police data in a manner to be specified by the Licensee and shall certify that the data has been destroyed. In the instance that any user within the Licensee's data continues to request information from other Information Providers on the system, this user data will be returned to the Licensee but not erased from the system unless the user directly requests un-subscription.

12.5 In the event of termination of this agreement under clause 12.2.3 above, the Neighbourhood Alert Development Board shall be permitted to acquire full legal and beneficial ownership to the Alert system software on payment of £1.00. (subject always to payment of all sums due on termination being made in accordance with this Agreement which shall include payments having been commenced in the case of payment by instalments).

## **13 System Control**

The Licensor shall terminate the IPL of any Information Provider on receiving a request from the Licensee to do so and shall give effect to the request not less than 90 days after receipt.

## **14 Publicity**

14.1 Each of the parties may publicise the existence of this agreement provided always that the publicity material or the manner of the publicising of it shall not make claims on behalf of the other party nor undermine its standing, commercial or public position and any publicity proposed by the Licensor must be agreed in writing by the Licensee.

14.2 Neither of the parties may use any of the trademarks, identifying designs or logos of the other parties without the prior written approval of those parties and their partners.

## **15 Force Majeure**

15.1 No party shall be liable to the other party in any manner whatsoever for any failure or delay in performing its obligations under this agreement due to force majeure which expression for the purposes of this agreement means any cause beyond the reasonable control of the party in question which (but without prejudice to the generality of the foregoing) shall include governmental actions, war, riots, civil commotion, fire, flood, epidemic and Act of God.

## **16 Assignment**

The Licensee shall not assign, transfer, or otherwise dispose of its rights or obligations under the Licence without prior written consent of the Licensor.

## **17 Modification**

No variation or modification of this licence shall be valid unless in writing and signed by the Licensor.

## **18 No Waiver**

The failure of the Licensor to require the performance of any of the terms of this Licence or the waiver by the Licensor of any default under this agreement will not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.

## **19 Severability**

Should any provision of this Licence be declared invalid for any reason, such decision will not affect the validity of any remaining provisions which will remain in force and effect.

## **20 Status of The Parties**

Nothing in this licence is intended to or shall operate to create a partnership or joint venture of any kind between the parties.

## **21 Third Parties**

Nothing in this licence will be construed as conferring any rights or benefits on any person or legal entity who or which is not a Party to this licence solely by virtue of the Contracts (Rights of Third Parties) Act 1999. This shall not affect any third-party rights which are otherwise enforceable.

## **22 Notices**

Any notices should be in writing and should be made by hand or by recorded delivery to the Licensor at the address indicated at the head of this licence, and to the Licensee at the address set out in the Schedule. Notices sent by hand or recorded delivery will be treated as having been received on the working day after the day upon which they were sent. For notice to be effective the server of such notice must keep proof. E-mail shall not be effective for the service of formal notices under this Licence.

## **23 Information Provider Selection**

The Licensee administrator has the option to authorise requests from additional Information Provider Licensees (IPLs) to include them in the available list of Information Providers within their system. Only Information Providers that have signed an Information Provider Licence and have applied to be included within the Licensee's system(s) can be included.

## **24 Entire Agreement**

This agreement constitutes the entire agreement of the parties and supersedes any verbal or written proposals and agreements between the parties relating to its subject matter. Except as expressly stated in writing in this agreement, neither party has relied upon any statement or representation made by the other in agreeing to enter into this agreement.

## **25 Governing Law**

This agreement, all matters regarding the interpretation or enforcement of it, and any other matters or disputes arising in connection with it or its subject matter, shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.

## Signatures

IN WITNESS whereof the duly authorised representatives of the parties have executed this Licence on the date first above written

SIGNED

For and on behalf of VISAV Limited

\_\_\_\_\_

Print name:

\_\_\_\_\_

Job Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

SIGNED

For and on behalf of LOCALFORCE

\_\_\_\_\_

Print name:

\_\_\_\_\_

Job Title:

\_\_\_\_\_

Date:

\_\_\_\_\_