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General Terms and Conditions (<http://store.kent.ac.uk/help/?HelpID=2>)

Additional Specific Conditions: Licence for non-commercial use

To confirm acceptance of the terms of this Licence, kindly arrange for two copies of these Additional Specific Conditions to be signed by an authorised signatory and return one copy to Professor Jane Reeves at the following address: The Centre for Child Protection, SSPSSR, Cornwallis Building North East, University of Kent, Canterbury, Kent. CT2 7NF.

Grant

- 1) *License*. In consideration of the payment of the licence fee and the acceptance of the provisions of this Licence, University grants Licensee a non-exclusive and non-transferable licence, for internal use only, for 12 months subject to and in accordance with the following provisions.
- 2) *Access*: Licensee shall supervise the use of Product, control access to it and keep it secure. Licensee remains fully responsible at all times for all acts and omissions of anyone it allows to use Product and for ensuring such person is fully proficient in utilising Product and understands and observes this Licence.
- 3) *Training and oversight*: Licensee's Designated Safeguard Lead ("DSL") shall oversee use of Product by Licensee and deliver 'Zak' training to Licensee's staff. DSL shall have attended University's 'Zak' CPD Workshop prior to delivering any training. The training pack included in Product must be used as a basis for the training delivered. Licensee shall ensure that any modifications to the training material do not compromise the quality of the training. Product has been developed to form part of a balanced professional training portfolio and should not be used or relied upon as a sole form of professional training.
- 4) *Use*: Any member of Licensee's staff may deliver Product providing they have sufficiently sound expertise in, and understanding of PREVENT. Licensee shall ensure that more than one of Licensee's staff delivers Product. Unless formally agreed by University, Product must not be delivered to generate income, and Licensee is not permitted to share enrolment details. Any sharing will be considered as a breach of this Licence which will be suspended with immediate effect.
- 5) *Sub-licensing etc*: Product is solely for training use by Licensee within a standard training setting. Any other use, including use as part of an online training provision, or use by any other organisation is not permitted and will be considered as a breach of this Licence which will be suspended with immediate effect.
- 6) The resources are a safeguarding tool and may not be used as part of HEI curriculum, and may only be used for extra-curricular safeguarding for students or staff in HEIs.
- 7) *No other licence*. Except for the rights expressly set out in this Licence, no licence is granted and all rights, title, interest in and to the Product in all formats and media throughout the world now or hereafter are and shall remain the exclusive property of University.
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Warranties and Liabilities

- 9) Product is an online service and is dependent on IT systems, in order to use Product the Licensee shall comply with the following requirements:
 - a) Check for service interruptions before reporting any issue as set out in clause 10) below.
 - b) Report Moodle technical problems and issues as set out in clause **Error! Reference source not found.** below.
 - c) Use recommended hardware for VSS game content is:
 - Windows PC dual core processor and 2GB RAM
 - This Product is not compatible with iPad
 - d) Use recommended software:
 - Minimum specification Adobe Flash Player version 10, this and newer versions downloadable from <http://www.adobe.com/support/flashplayer/downloads.html>
 - e) Seek the appropriate level of training necessary to accomplish required tasks and functions within the system.
 - f) Consult online documentation and resources for answers to functionality or usability questions before reporting any query or issue as set out in clause **Error! Reference source not found.** below.
 - g) Keep informed about University's Moodle environment through the following channels:
 - I. IT service alerts and/or Site News for critical, time sensitive announcements: scheduled downtime, request deadlines, changes, fixes or improvements to the system.
 - II. E-Learning Web Site for FAQ's, tips and solutions, best practices.
- 10) The Product is an online service and is dependent on IT systems, the University of Kent will use its reasonable endeavours to ensure that the Product can be accessed at all times, however this is dependent on the Moodle system on which the Product is based and the following should be noted:
 - a. Scheduled maintenance takes place on a regular basis as follows:
 - i. Term-time Tuesday 08:00-10:00 and Thursday 07:00-09:00.
 - ii. Out of term-time (all other weeks) any week day 0800-10:00. See [term dates](#).
 - b. The current availability of services and services that may be unavailable due to scheduled maintenance is detailed on the [University of Kent IT Service Alert website](#). Whenever possible scheduled maintenance is announced on the University of Kent IT Service Alert website with at least 3 working days' notice. Unplanned changes to correct problems will be communicated through this website as soon as possible after knowing change is required.
 - c. Any changes to the user interface of Moodle are announced via a Site News item within the relevant instance.
- 11) Any issues encountered with the Product should be reported to CCP@kent.ac.uk in the first instance, the University of Kent will use its reasonable endeavour to respond within 2 working days of the report during Business Period, Business Period is defined as Monday to Friday, 9am to 5pm excluding Bank Holidays and the University's Christmas closure details of which can be [found online](#).
- 12) University accepts no responsibility for any use which may be made of Product, nor for any reliance which may be placed on that work, nor for advice or information given in connection with Product.
- 13) The liability of University arising in any other way out of the use of Product, will not extend to any incidental or consequential damages or losses or any loss of profits, loss of data, loss of contracts or opportunity, even if University was advised of the possibility of those losses or if they were within its contemplation
- 14) Nothing in this Licence limits or excludes either party's liability for death or personal injury; or any fraud or for any sort of liability that, by law, cannot be limited or excluded.
- 15) Licensee shall indemnify the University against all third party claims relating to the use by Licensee of Product. Any complaints received by Licensee relating to Product and related

training must be handled in a satisfactory manner and details of those complaints and responses must be forwarded to the Centre for Child Protection (cpp@kent.ac.uk) without undue delay.

Termination

- 16) *Breach*: University may terminate this Licence by written notice if Licensee fails to comply with any provision of this Licence.
- 17) *Consequences of Termination*: Upon termination Licensee shall immediately stop using Product and shall certify to University within 5 days that it has removed all copies and associated University documentation from its systems. The termination of this Licence is without prejudice to any other rights or remedies of either party under the Licence or at law and does not affect any right or obligations which have arisen or accrued up to and including the date of termination.

As authorised signatory of the Licensee, I hereby agree that the General Terms and Conditions and the Specific Additional Conditions shall form the entire Agreement in respect of the Licence.

Organisation.....

Signed.....

Name.....

Position.....

Date.....