

IRIS Connect : Organization Administrator Agreement (Organization EULA)

The monitoring, recording, holding and processing of images of distinguishable individuals constitutes personal data as defined by the Data Protection Act (1998). This Code of Practice is consequently intended to ensure that in its use of IRIS Connect is compliant with the requirements of the Data Protection Act (1998), with related legislation and with the CCTV Code of Practice published by the Office of the Information Commissioner. IRIS Connect Users in constant material breach the following code of practice may have their IRIS Connect service suspended with immediate effect.

1. SCOPE

- Responsibility for managing IRIS Connect within the Organization and for monitoring implementation of this Code of Practice rests with nominated Organization Administrators.
- For the purpose of the data protection act Organization Administrators are nominated as data controllers.

2. ORGANIZATION ADMINISTRATOR ACCOUNT

A nominated Organization Administrator (who must be a senior member of school staff) agrees to adopt that role in the system and to manage the Organization's compliance with this Agreement.

By using the Organization Administrator account, the ORGANIZATION ADMINISTRATOR agrees that it is authorised and subject to the following obligations on behalf of the Organization(s):-

User Management at your Organization

- You will be responsible for the creation/amendment/deletion/suspension & management of the user accounts at your Organization.
- You are required to monitor the usage of the system and ensure that usage complies with the IRIS Connect End-User Agreement (EULA).
- If a leaving user chooses to transfer any data that they are managing to the Organization (therefore to you as Organization Administrator) – you will be bound by the EULA as if that data your own.
- If you use your ORGANIZATION ADMINISTRATOR ACCOUNT to create additional ORGANIZATION ADMINISTRATOR ACCOUNTS then you confirm that:
 - you understand that the user for that account will be required to accept these same terms;
 - that any additional ORGANIZATION ADMINISTRATOR ACCOUNTS will only be created for individuals that you warrant are entitled to and in a position sign up to such terms;
 - you are responsible for the actions of any user using an ORGANIZATION ADMINISTRATOR ACCOUNT that you have issued them, any breach of the ORGANIZATION EULA by that user will be deemed as a breach of the ORGANIZATION EULA by yourself;

Acceptable Use

v) The IRIS Connect system is for the purpose of continuing professional development / reflective practice. As the ICO 'Information Commissioners Office' stated, organizations need to be absolutely clear on when and how the system can be used. Constant monitoring by video camera does not make it a proportionate use of personal data.

vi) The Organization must use the scheduling tool which allows users to request reflections. It is vital that users follow this process as it ensures that the observed professional:

- has agreed to the reflection
- knows when the reflection is happening
- knows the purpose of the reflection
- knows if a recording will be made
- knows how long the recording will be stored and who will have access to it

vii) Ensure that your local legal framework allows your organization to use video for professional development purposes. This means appropriate legal permissions from trainees/ clients / customers / end users of your service should be obtained (if their image is likely to be recorded by the IRIS Connect system). Relevant parties should be advised that IRIS Connect will be in use within the Organization and agreements should be amended accordingly if they do not adequately cover it's use.

viii) If reflections are likely to involve minors a check should also be completed as to whether any parents / guardians have opted their child out of an activities involving video, it is good practice to make alternative provision for those children who have been opted out of video activities.

ix) You should ensure that your registration with the information commissioner's office is up to date and includes the "use" of video and audio data for training and professional development purposes.

x) Everyone involved in an reflection should be informed that the camera is in use and that the video may be recorded for training and professional development purposes.

xi) Ensure that observed parties are empowered to turn off the camera system at any time during a reflection and know how to do this.

3. Managing Sharing of Video

i) You will be responsible for the management and monitoring of videos owned by your Organization. If a user at your Organization flags an issue with a video you agree that Organization Administrators are responsible for investigating the issue and that any inappropriate content is removed.

ii) While the Organization holds the copyright of the recorded video and is the data controller for the purposes of the Data Protection Act, you hereby agree to designate IRIS Connect Ltd as your nominated Data Processor for the purposes of managing the overall data management architecture and the storage of offsite data on our secure server.

iii) While the Organization holds the copyright the recorded video and is the data controller for the purposes of the Data Protection Act, you also agree to delegate certain data processing rights to users at your Organization. The observed professional has the right to decide which videos to upload, how long they will be stored for, when they will be deleted and which other users will have access to them.

iv) Disclosures : You agree that 3rd party disclosures will not normally be allowed but that s29 DPA98 would allow you to release footage for purposes such as crime prevention or the investigation of a serious incident. A request may be made in writing to the data controller (Organization Administrator) for access to videos, unless dictated by law, access to video will only be made available in a supervised fashion on the Organization site.

4. IRIS Connect: BEST PRACTICE

Acceptable use

IRIS Connect is not a surveillance device, but a system installed exclusively for educational purposes the second data protection principle requires that personal data collected for one purpose cannot be further processed for another, incompatible purpose. If the sound and images recorded for continuing professional development are subsequently used to investigate a serious incident, Organizations should seek advice to be absolutely certain that the circumstances warrant using sound and images for this new purpose.

Clearly, as a system for continuing professional development, there is a need to record sound as well as images. In these cases, all those whose images and conversations could be captured should be made aware that this is the case.

Image quality and location of cameras:

IRIS Connect uses high quality video, audio and has PTZ (pan, tilt, zoom) capabilities. As such, all users of the system must be aware that this has the potential to be invasive if not used appropriately. It is the responsibility of Organization Administrators to ensure that IRIS Connect is used appropriately. Furthermore the placement of IRIS cameras is an important consideration. Cameras should be placed and wires connected in accordance with appropriate health and safety guidelines.

Dissemination of images for training purposes:

The IRIS Connect web application (<https://app.irisconnect.com>) is a secure server for the selective sharing of training videos. Role based log in and encrypted communications ensure that the videos are secure and only shared with those who have a direct and expressed entitlement to see them. As such <https://app.irisconnect.com> represents the safest and most controllable location for training videos. If the Organization chooses to manage and store their videos locally either on their own network or on a portable media device you agree to indemnify IRIS Connect and associated business partners from any claim arising from the loss or misuse of video data.

5. SUBSCRIPTION FEES AND PAYMENT TERMS

A. SUBSCRIPTION FEES AND PAYMENT TERMS

Upon receipt of a purchase order from either an IRIS Partner or directly, IRIS Connect will issue an invoice for the hardware and software licence. Terms of payment are within 30 days of delivery of the hardware. The Organization Administrator will be contacted prior to the end of the licence term to discuss renewing the subscription or may contact the IRIS Connect Approved Partner.

B. FREE BASIC ACCOUNT (Limited Functionality)

These are provided on 2 year basis and renewed on a 2 years rolling basis following the account creation.

If no activity is recorded on the Platform during that 2 year period. Then the data & users accounts will be deemed a "CLOSED ACCOUNT" (see section 6 D) without further notice.

C. HARDWARE (Camera)

Once, the total invoice amount has been received by IRIS Connect ownership of the camera hardware is transferred to the Organization.

D. LICENCE TERM

The Licence Term is defined by the length of service stated in the purchase order that was submitted to either an IRIS Partner or directly to IRIS Connect, starting from the time of delivery of the hardware or creation of the "Organization" on the IRIS Connect Application, whichever, is later.

Save as otherwise set out herein, in the event of the IRIS Connect application being unavailable for more than a week (5 working days) the Organization licence will be extended by the number of days of non-availability. The Organization will be notified of the additional number of days by email to the Organization Administrator. This does not include if the loss in service is due to changes at the Organization's network infrastructure or issues localised to the Organization.

E. NON-RENEWAL OF SUBSCRIPTION

If the ORGANIZATION does not renew the subscription agreement then the following procedure occurs:

- a) Your ORGANIZATION & USERS will be downgraded to a "BASIC" user account (this will have reduced functionality as specified by IRIS Connect at its discretion).
- b) IRIS Connect will communicate to you via email to advise this. The School will have the following options :-
 - a. Request all data and users be deleted
 - b. Request all or some video's be provided for download.
 - c. Confirm acceptance of "BASIC" user account

If no response is received:

- i) Data will be held for 2 years from the last activity on the Account.
- ii) If no activity is recorded on the Platform during that 2 year period. Then the data & users accounts will be deemed a "CLOSED ACCOUNT" (see section 7 D) without further notice.

6. AMENDMENTS TO ORGANIZATION EULA

IRIS Connect may, at its sole discretion, amend the ORGANIZATION EULA from time to time. If the ORGANIZATION EULA is amended, you will be asked to review the amended ORGANIZATION EULA when you log into your Account, and to indicate and confirm your acceptance of the amended ORGANIZATION EULA by clicking the "ACCEPT" and/or "CONFIRMED" buttons.

If the amendment alters a material term of the Organization EULA that is unacceptable to the Organization, the Organization may, as its sole and exclusive remedy (save for the return of any prepaid fees which relate to the period after termination plus the cost of the Hardware less an annual depreciation cost of 33%), terminate the Organization EULA and close the Account as described in the termination section below.

7. TERMINATION; SUSPENSION OF ACCOUNT

If an event occurs under section 6) clauses A-D you will be able to access the system for a period of 60 days following the termination to download any video the Organization wishes to retain.

A. Termination of the System by IRIS Connect

IRIS Connect does not guarantee that it will continue to offer access to the System or support the system. IRIS Connect may cease to provide any or all of the services offered in connection with IRIS Connect (including access to the System and any or all features or components of the system), terminate the ORGANIZATION EULA, close all Accounts and cancel all of the rights granted to you under the ORGANIZATION EULA. IRIS Connect may communicate such termination to you upon 30 days notice in any of the following manners:

- (i) when you log into your Account;
- (ii) in a notice on IRIS Connect's website;
- (iii) via electronic mail; or
- (iv) in another manner that IRIS Connect deems suitable to inform you of the termination.

If IRIS Connect terminates the Organization EULA pursuant to this section, IRIS Connect will promptly reimburse the subscription on a pro-rata basis and the cost of hardware less 33% depreciation per annum.

B. By IRIS Connect for Breach or Misconduct**i. Suspension of Account**

Without limiting IRIS Connect's rights or remedies, IRIS Connect may inform the Organization of its intention to discontinue or suspend access to the System through the Organization's Account in the event of (i) a breach of the Organization EULA by the Organization or any user under the Account; or (ii) unauthorized access to the System or use of the system by the Organization or any user under the Account. IRIS Connect have no obligation to reimburse the Organization on a pro rata basis for a suspended account. The Organization will have 30 days to satisfactorily remedy the breach.

ii. Termination of ORGANIZATION EULA

IRIS Connect may terminate the ORGANIZATION EULA, close your Account, and cancel all rights granted to you under the ORGANIZATION EULA if:

- (i) your Organization fails to pay the subscription fee when due;
- (ii) IRIS Connect is unable to verify or authenticate any information you provide;
- (iii) you or anyone using any of your Account materially breaches the ORGANIZATION EULA, makes any unauthorized use of the System or Software, or infringes the rights of IRIS Connect or any third party;
- (iv) IRIS Connect becomes aware of uses under your Account that is deemed, at IRIS Connect's discretion, inappropriate or in violation of the Rules of Conduct. Such termination shall be effective upon notice transmitted via electronic mail, or any other means reasonably calculated to reach you.

Such termination shall be effective upon notice transmitted via electronic mail (read receipt to be provided evidence), or any other means reasonably calculated to reach the Organization which may be evidenced by a signed for delivery receipt. The Organization will have 30 days to satisfactorily remedy the breach prior to termination.

IRIS Connect reserves the right to terminate any Accounts that share the name, phone number, e-mail address or internet protocol address with the closed Account. Termination by IRIS Connect under this section shall be without prejudice to or waiver of any and all of IRIS Connect's other rights or remedies, all of which are expressly reserved, survive termination, and are cumulative. You will not receive a refund of prepaid subscription fees for a termination pursuant to this section.

C. By You**i. Anytime**

You may terminate the ORGANIZATION EULA with regard to your Account at any time, upon notice to IRIS Connect via electronic mail. You will not receive a refund of prepaid subscription fees in the event of such termination.

ii. For a Change in the ORGANIZATION EULA

If an amendment alters a material term of the ORGANIZATION EULA that is unacceptable to you, you may, as your sole and exclusive remedy, terminate the ORGANIZATION EULA and close your Account by: clicking the "SIGN OUT" button when you are prompted to review and agree to the amended ORGANIZATION EULA and notifying IRIS Connect via electronic mail within thirty (30) days after the amended ORGANIZATION EULA was communicated to you, provided that you have not clicked the "ACCEPT" button or accessed the System during that period. Your notice must state:

(i) that you do not agree to the amended ORGANIZATION EULA, specifically describing the amendment(s) with which you disagree, and request IRIS Connect to close your Account. If you click "ACCEPT" or otherwise continue to access the System, you shall be deemed to have accepted the amended ORGANIZATION EULA and waive your rights to terminate under this section. IRIS Connect will reimburse the subscription fees on a pro-rata basis and the cost of hardware less 33% depreciation per annum.

iii. The Organization may terminate the Organization EULA if the IRIS Connect platform is not available for 30 days continuously. IRIS Connect will reimburse the subscription fees on a pro-rata basis and the cost of hardware less 33% depreciation per annum.

iv. Termination due to IRIS' Breach

Organization may terminate the Organization EULA, and close the Account if IRIS Connect Ltd materially breaches this Agreement, breaches the Data Protection Act or any relevant legislation or infringes the rights of any third party.

Such termination shall be effective upon notice transmitted via electronic mail (read receipt to be provided as evidence), or any other means reasonably calculated to reach IRIS Connect Ltd which may be evidenced by a signed for delivery receipt.

D. Closed Accounts

If for any reason the ORGANIZATION EULA is terminated with regard to your Account, that Account will be closed, upon which all rights granted to you under the ORGANIZATION EULA shall terminate with regard to the closed Account, and you must discontinue your use of the Software, and you may not access the System any closed Account, and all the attributes of the Accounts.

i) Users whose Accounts have been closed may not access the System in any manner or for any reason, including through any other Account, without the express written permission of IRIS Connect. Users of active accounts may not knowingly allow former users who's Accounts have been closed to use the active user's Accounts.

ii) Data – Video's. The video created and uploaded during the licence period will be made available for download by the user for a period of 60 days. A separate secure online folder will be created so that the Organization Administrator is able to download any video they wish to keep. At the end of the 60 days the account will be closed and the data deleted.

8. Personal Information

IRIS Connect may (and you hereby expressly authorize IRIS Connect to) disclose information about you to law enforcement officers, as IRIS Connect, in its sole discretion, deem necessary or appropriate to investigate or resolve possible crimes or to respond to judicial, regulatory, agency or similar inquiries.

IRIS Connect may monitor usage of the System to gather statistical information that it may disclose to third parties. IRIS Connect may also contact you using the information you provided to, for example, provide technical support, respond to user inquiries, transmit questionnaires and offer products and services.

9. LICENSE**A. Software License**

Subject to the terms of the ORGANIZATION EULA, IRIS Connect grants you a limited, non-exclusive, revocable license to use the Software and its accompanying documentation solely in connection with accessing the System.

B. License to Access the System

Upon establishing a valid Account, and subject to your continued compliance with the ORGANIZATION EULA, IRIS Connect grants you a limited, non-exclusive, revocable license to access the System.

C. Specific Restrictions

Any and all rights not expressly granted by IRIS Connect and IRIS Connect herein are reserved, and no license, permission or right of access or use not granted expressly herein shall be implied.

You may not intercept, for any purpose, information accessible through the System. You may not access the System or upload, download or use information accessible through the System, other than as permitted by the ORGANIZATION EULA.

You may not copy (except as set forth above), distribute, rent, lease, loan, modify or create derivative works of, adapt, translate, perform, display, sublicense or transfer the Software or any documentation accompanying the Software.

You may not reverse engineer, disassemble or decompile, or attempt to reverse engineer or derive source code from, all or any portion of the Software, or from any information accessible through the System (including, without limitation, data packets transmitted to and from the System over the Internet), or anything incorporated therein, or analyze, decipher, "sniff" or derive code (or attempt to do any of the foregoing) from any packet stream transmitted to or from the System, whether encrypted or not, or permit any third party to do any of the same, and you hereby expressly waive any legal rights you may have to do so. If the Software and/or the System contains license management technology, you may not circumvent or disable that technology.

10. PROPRIETARY RIGHTS**A. Ownership of Software & System**

As between you and IRIS Connect, IRIS Connect is the sole and exclusive owner of the Software & System. The Software & System are protected by law governing copyrights, trademarks and other proprietary rights. IRIS Connect reserves all rights not expressly granted herein. The System is comprised of, without limitation, software code, programs, routines, subroutines, objects, files, data, video, text, content, layout, design and other information downloaded from and accessible through the System (collectively, the "IRIS Connect"). IRIS Connect, its affiliates, licensors and/or suppliers retain all of their right, title and interest (including without limitation all intellectual property rights) in and to the Software & System, and no rights thereto are transferred to you, except for the limited license granted above. IRIS Connect reserves the right to change service provider and/or software as long as the service provision is the same or better.

B. Rights to Certain Content

All videos created through your account, are the sole and exclusive property of your Organization, including any and all copyrights and intellectual property rights in or to any and all of the same, all of which are hereby expressly reserved.

C. User Content

The System may allow you to communicate information, such as by sharing video & comments text, audio & video to group libraries (collectively, "User Content").

User Content that you cause to be communicated to the System may not (i) violate any statute, rule, regulation or law; (ii) infringe or violate the intellectual property, proprietary, privacy or publicity rights of any third party; (iii) be defamatory, indecent, obscene, child pornographic or harmful to minors; or (iv) contain any viruses, Trojan horses, disabling code, worms, time bombs, "clear GIFs," cancelbots or other computer programming or routines that are intended to, or which in fact, damage, detrimentally interfere with, monitor, intercept or expropriate any data, information, packets or personal information.

IRIS Connect may take any action it deems appropriate regarding any User Content, if IRIS Connect believes, in its sole discretion, that such User Content violates the ORGANIZATION EULA or may expose IRIS Connect, its licensors and/or its suppliers to liability, damage IRIS Connect's relationship with any of its suppliers, licensors, ISPs or other users of IRIS Connect, harm anyone or IRIS Connect's reputation or goodwill.

Violation of IRIS Connect's proprietary rights is a material breach of the ORGANIZATION EULA, in the event of which IRIS Connect may suspend your Account, terminate the ORGANIZATION EULA and take whatever additional action IRIS Connect and deems appropriate under the circumstance. The foregoing is without prejudice to or waiver of any and all of IRIS Connect's other rights and remedies, all of which are expressly reserved, survive termination, and are cumulative.

11. WARRANTIES

The Software and System are provided "AS IS," with all faults, and without warranty of any kind.

To the extent permitted by law and save as expressly provided herein, IRIS Connect disclaims all warranties, whether express or implied, including without limitation the warranties of merchantability, fitness for particular purpose and non-infringement. IRIS Connect does not warrant that the operation of the System or access to the System, or that use of the Software, will be uninterrupted or error-free, nor that the System or Software will be compatible with the Organization's hardware and software.

While IRIS Connect attempts to have the System available at most times, IRIS Connect does not guarantee that the System will always be available, or that the System will not become unavailable during use. The System may become unavailable for a number of reasons, including without limitation during the performance of maintenance to the System, for the implementation of new software, for emergency situations and due to equipment or telecommunications failures.

IRIS Connect warrants and represents that it shall comply with all applicable laws, statutes, regulations, directives, codes of practice and other analogous guidelines relevant to the Software and the System, including but not limited to those relating to anti-bribery and anti-corruption (such as the Bribery Act 2010).

The Organization may terminate this contract and take action to recover all its losses if IRIS Connect commits an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972 (as amended from time to time). Any clause limiting the IRIS Connect's liability does not apply to this anti-corruption clause.

During the term of this agreement and for a period of at least three years thereafter, IRIS Connect shall maintain in force, with a reputable insurance company, appropriate insurances to cover its liabilities, including public liability insurance, employer's liability insurance in an amount not less than £10,000,000 and professional indemnity insurance in an amount not less than £1,000,000 and shall, on the Organization's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

12. DISCLAIMER OF DAMAGES

In no event shall IRIS Connect, its affiliates, licensors or suppliers be liable to you or to any third party for any special, indirect, incidental, consequential, punitive or exemplary damages (including without limitation, lost profits or lost data), arising out of or in connection with your Account, the System, Software, User Content, ORGANIZATION EULA, or any other services or materials provided in connection therewith, whether based on warranty, contract, tort or any other legal theory, and whether or not IRIS Connect is advised of the possibility of such damages, and even if any stated remedy fails of its essential purpose.

13. LIMITATION OF LIABILITY

Except as set forth below, IRIS Connect and IRIS Connect's maximum liability for any and all claims arising out of or in connection with your Account, the Software, User Content, ORGANIZATION EULA, and any other services or materials provided in connection therewith, shall not exceed an amount equal to the value of your remaining subscription fees.

In the event of a material breach of IRIS Connect and IRIS Connect's obligations to provide access to and use of your Account, the System, or User Content, your sole and exclusive remedy shall be a refund of any pre-paid subscription fees attributable to the period during which you were denied such access and use.

If any of the foregoing disclaimers or limitations of liability are declared to be void or unenforceable, then IRIS Connect's liability shall be limited to the maximum extent permissible under applicable law. The remedies set forth herein are exclusive and in lieu of all other remedies, oral or written, express or implied.

14. INDEMNITY

The ORGANIZATION shall defend, indemnify and hold harmless IRIS Connect and its respective employees, officers and directors, from any and all claims, loss, damages and demands, including reasonable legal fees, arising out of the Organization's (including its users) use or misuse of the Software and/or System.

IRIS Connect shall defend, indemnify and hold harmless the ORGANIZATION EULA and its respective employees, governors, agents and officers from any and all claims, loss, damages and demands, including reasonable legal fees, arising out of IRIS Connect's breach of (i) any damage to any third party property or for personal injury caused by IRIS Connect's negligence;

(ii) any applicable data protection legislation;

(iii) any infringement of third party intellectual property rights; or (iv) any breach of the applicable warranties under clause 10.

15. GOVERNING LAW AND EXCLUSIVE FORUM

The ORGANIZATION EULA, and the rights and obligations of the parties hereto, shall be governed and construed by and in accordance with the laws of the England & Wales. The ORGANIZATION EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

The sole and exclusive forum for resolving any controversy, dispute or claim arising out of or relating to the ORGANIZATION EULA, or otherwise relating to any rights in, access to or use of the Software, System, User Content and/or the rights and obligations of the parties hereto, shall be the English Court.

16. MISCELLANEOUS

If any part of the ORGANIZATION EULA is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties expressed in the ORGANIZATION EULA, and the remaining portions shall remain in full force and effect.

The Organization shall comply with all applicable laws regarding your access to and use of the System, use of the Software, your access to your Account. Without limiting the foregoing, you may not download, use or otherwise export or re-export any part of the information accessible through the System or the Software except in full compliance with all applicable laws and regulations.

Except as otherwise provided herein, you may not assign or transfer the ORGANIZATION EULA or your rights there under, and any attempt to do so is void. The ORGANIZATION EULA, including the Rules of Conduct and the subscription fees and payment terms as referenced therein, as each may be amended by IRIS Connect and IRIS Connect from time to time, sets forth the entire understanding and agreement between IRIS Connect and you with respect to the subject matter hereof. Except as provided above, or in a writing signed by both parties, the ORGANIZATION EULA may not be modified or amended. No distributor, agent or employee of IRIS Connect is authorized to make any modifications or additions to the ORGANIZATION EULA.

All notices to IRIS Connect required or permitted by the ORGANIZATION EULA shall be by electronic mail at support@irisconnect.co.uk, unless stated otherwise in the ORGANIZATION EULA.

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