

**PUBLIC SERVICES NETWORK
AGREEMENT**

between

DEVON COUNTY COUNCIL

and

[PARTY 2]

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PARTIES

The Parties to this **Agreement** are:

- (1) Devon County Council of County Hall, Topsham Road, Exeter, EX2 4QD (**DCC**).
- (2) [NAME OF PARTNER ORGANISATION] of [ADDRESS] (**Partner Organisation**).

BACKGROUND

- A DCC has obtained a PSN Compliance Certificate from the PSN Authority and is a PSN Customer. DCC has an internal wide area network connected to the PSN including services that are provided using that network (the “**DCC Network**”).
- B The Partner Organisation provides services to DCC and requires access to the DCC Network, via its own IT devices, for the purposes of delivering these services which have been commissioned by DCC under separate arrangements (the “**Purpose**”).
- C In consideration of the Partner Organisation agreeing to comply with the terms of this Agreement, DCC will provide the Partner Organisation access to the DCC Network for the Purpose.

1. INTERPRETATION

- 1.1 Terms defined in the Cabinet Office PSN Glossary v1.6, 31 January 2013 (attached at Annex B) shall have the same meaning when used in this Agreement unless specifically defined in this Agreement.
- 1.2 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 A reference to Cabinet Office or CESG guidance, codes or policies is a reference to it as it exists for the time being and includes any successive or replacement Cabinet Office or CESG guidance, codes or policies.
- 1.4 Words denoting any gender shall include all genders.
- 1.5 Words importing the singular shall include the plural and vice versa.

1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, and successors.

1.7 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

2. COMMENCEMENT AND DURATION

2.1 This Agreement shall commence on the date when it has been signed by both Parties and shall continue until terminated in accordance with the terms contained herein.

3. ACCESS TO THE DCC NETWORK

3.1 In exchange for the Partner Organisation complying with the terms of this Agreement, DCC grants the Partner Organisation permission to use the DCC Network.

4. THE PARTNER ORGANISATION'S OBLIGATIONS

4.1 The Partner Organisation agrees that it:

- (a) shall only access the DCC Network via fully managed devices;
- (b) shall ensure that all devices being used to access the DCC Network are managed to baseline security standards in accordance with the latest version of the CESG document "Good Practice Guide 17 – Client System Security" and any related documents that may be published by CESG from time to time;
- (c) shall take no actions that may result in DCC losing or invalidating its PSN Compliance Certification;
- (d) shall only access the DCC Network for the Purpose;
- (e) shall only grant access to the DCC Network to those employees who require access to the DCC Network to fulfil their duties in relation to the Purpose and ensure that such staff at all times:
 - (i) keep their passwords to the DCC Network secure and confidential, and
 - (ii) comply with the requirements of this Agreement;
- (f) shall maintain an up-to-date record of such employees referred to in clause 4.1(e) and provide copies to DCC upon request;
- (g) shall not allow access to the DCC Network to any third parties; and

- (h) shall notify and provide details to DCC without delay if it become aware of any Security Incidents or breaches any of these obligations and shall cooperate fully with DCC and take all reasonable steps to mitigate the consequences of any such Security Incidents or breaches of these obligations.
- 4.2 The “Good Practice Guide 17 – Client System Security” specifies standards for device configuration matters related to data security. Without limiting the generality of clause 4.1(b), the Partner Organisation shall adhere to the “Good Practice Guide 17 – Client System Security” standards in relation to:
 - (a) ensuring that all devices are centrally managed and controlled;
 - (b) using automated patching for all client software, both applications and operating systems;
 - (c) having controls to prevent end users installing their own applications;
 - (d) applying full disk encryption to any mobile devices to prevent accidental data leakage after loss of the device;
 - (e) ensuring that devices are used only by properly authenticated users;
 - (f) retaining Security Incident audit logs; and
 - (g) using anti-malware software with regular automated virus signature updates.
- 4.3 The Partner Organisation shall adhere to the specific configuration guidelines in relation to particular types of devices as set out in “End User Devices Security and Configuration Guidance” (<https://www.gov.uk/government/collections/end-user-devices-security-guidance>), as may be updated from time to time.

5. ESCALATION

- 5.1 If either Party has any issues, concerns or complaints about any matter in this Agreement, that Party shall notify the other Party (via the contact points listed at Annex A) and the Parties shall then seek to resolve the issue by a process of consultation.
- 5.2 If the Partner Organisation receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to its use of the DCC Network, it shall promptly contact DCC, providing full details. No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect DCC, without first consulting DCC.

6. ASSIGNMENT

6.1 This Agreement is personal to the Parties and the Partner Organisation shall not be permitted to assign, transfer, sub-contract or deal in any other manner with any of its rights and obligations under this Agreement.

6.2 Each Party confirms that it is acting on its own behalf and not for the benefit of any other person.

7. TERMINATION

7.1 DCC may disable the Partner Organisation's access to the DCC Network at any time and/or terminate this Agreement with immediate effect on providing written notice if:

- (a) the Partner Organisation breaches any of the terms of this Agreement; or
- (b) DCC loses its PSN Compliance Certification; or
- (c) the DCC Network is removed from the PSN for any reason; or
- (d) the Partner Organisation is no longer fulfilling, or is no longer required to fulfil, the Purpose.

7.2 If this Agreement is terminated for any reason:

- (a) DCC shall disable the Partner Organisation's access to the DCC Network;
and
- (b) the Partner Organisation shall deliver to DCC all data and other material belonging to DCC forthwith.

8. VARIATION

This Agreement may only be varied by written agreement of both Parties.

9. COSTS

9.1 Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.

10. DATA PROTECTION

10.1 The Partner Organisation shall (and shall procure that any of its staff involved in the provision of this agreement) duly observe all its obligations under the Data Protection Act 1998 which arise in connection with this Agreement and/or the Purpose.

10.2 Notwithstanding the general obligation in clause 10.1, where the Partner Organisation is processing Personal Data (as defined in the Data Protection Act 1998) as a Data Processor (as defined in the Data Protection Act 1998) for DCC, the Partner Organisation shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data, as required under the Seventh Data Protection Principle in Schedule 1 to the Data Protection Act 1998 and ensure it does not knowingly or negligently do or omit to do anything which places DCC in breach of the DCC's obligations under the Data Protection Act 1998.

10.3 This clause 10 (Data Protection) shall survive termination of this Agreement.

11. INDEMNITY AND LIABILITY

11.1 The Partner Organisation shall indemnify DCC against all liabilities, expenses, costs, damages, direct losses and all reasonable professional costs and expenses suffered or incurred by DCC arising out of or in connection with the Partner Organisation's breach or negligent performance of this Agreement.

11.2 DCC shall not be liable to the Partner Organisation for any disruption to the DCC Network or any removal of the Partner Organisation from the DCC Network.

11.3 This clause 11 (Indemnity and Liability) shall survive termination of this Agreement.

12. MONITORING

12.1 DCC may monitor the performance of this Agreement by the Partner Organisation.

12.2 At DCC's request, the Partner Organisation shall allow DCC to inspect, examine and audit the Partner Organisation's devices which are being used to access the DCC Network.

12.3 The Partner Organisation shall co-operate with DCC in carrying out the monitoring referred to in clause 12.1 and 12.2 at no cost to DCC.

13. STATUS

13.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.

14. RIGHTS OF THIRD PARTIES

- 14.1 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 5, each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

This Agreement has been entered into on the later of the two dates set out below.

Signed for and on behalf of **Devon County Council**

Signature:
Name:	Rob Parkhouse
Position:	Head of Business Strategy & Support
Date:	1.4.2014

Signed for and on behalf of **[Partner Organisation]**

Signature:
Name:
Position:
Date:

Annex A. Contact Points

CONTACT POINTS

DCC

Name:	Gavin Punchard or Tracey White
Office address:	Devon Procurement Services Devon County Council Room 120, County Hall, Topsham Road, Exeter, Devon.EX2 4QU
Tel No:	01392 383000
E-mail Address:	procure@devon.gov.uk

Partner Organisation

Name:
Office Address:
Tel No:
E-mail Address:

Annex B. PSN Glossary of Terms

UNCLASSIFIED



PSN Glossary of Terms

Public Services Network Programme

Version 1.6

Prepared by: Simon Foster,
Andy Smith, Mark Brett
Public Services Network

Date Prepared: 31/01/13

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