

NUCLEAR INDUSTRY SAFETY CULTURE INVENTORY TOOL

TERMS AND CONDITIONS

The Office for Nuclear Regulation (**ONR**) is the entire legal and beneficial owner and licensor of the Nuclear Industry Safety Culture Inventory Tool (**NISCI Tool**) and is willing to license the User Organisation to use the NISCI Tool.

Please read these terms and conditions carefully, as they set out the ONR's and User Organisation's legal rights and obligations in relation to the NISCI Tool. The User Organisation will be asked to agree to these terms and conditions before becoming a User Organisation.

The User Organisation should retain a copy of these terms and conditions for future reference. The ONR will not file a copy specifically in relation to the User Organisation. If the User Organisation has any questions, please contact the ONR by writing to: NISCI Administration Team, Office for Nuclear Regulation, Building 4 Redgrave Court, Merton Road, Bootle L20 7HS, or by email to: nisci@onr.gov.uk.

Terms and Conditions of Use

1. Definitions and interpretation

1.1 In the Agreement:

"Acceptable Use Policy" means the ONR's acceptable use policy as set out in Schedule 1 to this Agreement.

"Agreement" means the terms and conditions of this licence agreement.

"Approved Paper Copy" means a paper copy of the survey otherwise contained in the NISCI Tool, provided in downloadable format by the ONR directly to the Authorised Representative and distributed without alteration within the User Organisation.

"Authorised Representative" means the individual (or individuals) nominated by the User Organisation to input Content on and otherwise use the NISCI Tool.

"Content" means any information that the User Organisation may input or upload to the NISCI Tool.

"Effective Date" means the date upon which the Authorised Representative accepts the terms and conditions of this Agreement.

"Intellectual Property Rights" means patents, copyright, trade marks, design rights, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights (registered or unregistered), including all applications for (and rights to apply for and be granted) these in any part of the world.

"Materials" means the question-set, guidance, models, data, images, logos, measures, information, and other content making up the NISCI Tool.

"Schedule" means a schedule to this Agreement.

"Snap Surveys" means Snap Surveys Limited.

“Technology Solution” means the Snap Surveys platform, and in particular the Snap Online survey platform upon which the NISCI Tool is hosted, and all software (including tools and templates) that runs on the Snap Online survey platform.

“Term” means 24 months from the Effective Date.

“User Organisation” means an organisation who has been given access by ONR to input Content into and/or view or analyse the NISCI Tool.

2. Agreement

- 2.1 ONR, or its supplier Snap Surveys, will make the NISCI Tool available to the User Organisation, by setting the Authorised Representative up with an account, and providing the Authorised Representative with login details for that account.
- 2.2 ONR hereby grants to the User Organisation a non-exclusive licence to use the NISCI Tool via any standard web browser, or by using an Approved Paper Copy, for internal business purposes only, to undertake safety culture surveys of the User Organisation’s employees, agents, sub-contractors, and officers, according to the Acceptable Use Policy (as set out in Schedule 1), for the duration of the Term.
- 2.3 The licence granted by ONR to the User Organisation is subject to the following limitations:
 - (a) the NISCI Tool may only be used by the employees, agents, sub-contractors, and officers of the User Organisation;
 - (b) the User Organisation must comply at all times with the terms of the Acceptable Use Policy set out in Schedule 1 of this agreement and must ensure that all users of the NISCI Tool agree to, and comply, with the terms of that Acceptable Use Policy; and
 - (c) The User Organisation must use the 60-item version of the survey upon first use of the NISCI Tool.
- 2.4 Except to the extent mandated by applicable law or expressly permitted in this Agreement, the licence granted by ONR to the User Organisation is subject to the following prohibitions:
 - (a) the User Organisation must not sub-license its right to access, and use of, the NISCI Tool, or allow any unauthorised person to access or use the NISCI Tool;
 - (b) the User Organisation must not frame or otherwise re-publish or re-distribute the NISCI Tool in whole or in part; and
 - (c) the User Organisation must not alter, adapt or edit the NISCI Tool.
- 2.5 For the avoidance of doubt, the User Organisation has no right to access the object code or source code of the NISCI Tool, either during or after the Term.
- 2.6 The User Organisation shall use all reasonable endeavours to ensure that no unauthorised person will, or could, access the NISCI Tool using the Authorised Representative’s account.
- 2.7 The ONR shall use reasonable efforts to ensure that the NISCI Tool is available for access by the User Organisation during the Term.
- 2.8 The ONR has the right to restrict the User Organisation’s access to the NISCI Tool where it considers it is necessary.

3. Intellectual Property

- 3.1 The Materials along with all Intellectual Property Rights subsisting in and arising from such Materials are the property of and are owned by the ONR. The Materials must not be copied or made available in whole or part without the permission of the ONR.
- 3.2 The User Organisation must use the NISCI logo and supporting images in accordance with the NISCI Tool's brand toolkit which the User Organisation can request from the ONR by emailing: nisci@onr.gov.uk.
- 3.3 The Technology Solution is the property of and is owned by Snap Surveys. Snap Surveys has granted the ONR a licence of its Intellectual Property Rights in the Technology Solution to enable the ONR to exploit the use of the NISCI Tool.

4. Purpose and limits of liability

- 4.1 The User Organisation is entitled to use the Materials and the Technology Solution under licence from the ONR for non-commercial use only and solely in relation to the carrying out of surveys and analysis for the measurement of safety culture within the nuclear industry in Great Britain. The Materials and the analytical model on which they rely have been developed solely for this purpose. The User Organisation is not entitled to use the NISCI Tool, Materials or the Technology Solution for any other purpose. If the User Organisation decides to use the NISCI Tool, Materials or the Technology Solution for any other purpose, the User Organisation does so at its own risk.
- 4.2 To the fullest extent permissible at law, the ONR disclaims all liability and responsibility for the use of the Materials and Content in relation to the NISCI Tool.

5. Term and Termination

- 5.1 The Term is 24 months from the Effective Date.
- 5.2 Each time the Authorised Representative accepts the term and conditions of this Agreement, the Agreement is renewed for a new Term.
- 5.3 Without affecting any other right or remedy available to it, the ONR may terminate this Agreement with immediate effect by giving written notice to the User Organisation if it or any of its Authorised Representatives breach any term of this Agreement and/or the Acceptable Use Policy. The ONR may also terminate this Agreement at any time with immediate effect at its discretion on giving the User Organisation reasonable notice.
- 5.4 Where this Agreement is terminated, the ONR may require the User Organisation to destroy or return any copies of the Materials in its possession and the User Organisation shall immediately cease all use of the NISCI Tool.

6. Confidentiality and Data Protection

- 6.1 The ONR has designed the survey so that it does not collect any personal data from the survey respondents. The ONR is, therefore, unable to identify survey respondents from their responses to the survey questions.
- 6.2 The ONR has created fixed answers to the survey's demographic questions that are sufficiently broad to ensure the anonymity of survey respondents. To further ensure the anonymity of survey respondents, the ONR will not provide the User Organisation with any report on groups of fewer than 10 people.

- 6.3 The User Organisation can find further details of the personal data the ONR collects in its data privacy notice available here: <https://www.onr.org.uk/access-to-information/privacy-notice/>.
- 6.4 The ONR will treat the User Organisation's survey results as confidential but for the exclusions provided below:
- (a) The ONR may provide the User Organisation's fully anonymised survey results to an academic partner for research purposes. The ONR will ensure these results are non-attributable to the User Organisation prior to the ONR sending them to the academic partner.
 - (b) The ONR may make public that the User Organisation, or a part of the User Organisation, is a source of best practice by virtue of its survey results to enable inter-organisational learning. The ONR will not make public any of the User Organisation's scores or results.
- 6.5 Information that the User Organisation's employees and/or contractors provide in response to this survey may need to be disclosed in accordance with UK legislation, including the UK General Data Protection Regulation, the Data Protection Act 2018, the Freedom of Information Act 2000, and the Environmental Information Regulations 2004.
- 6.6 Should any information including survey results attributable to the User Organisation be requested under any of the above legislation, the ONR will consult with the User Organisation prior to making a decision on disclosure.

7. Integrity of the Measure

- 7.1 The User Organisation must ensure that:
- (a) its employees, agents, sub-contractors, and officers complete the survey, without any undue influence from others;
 - (b) where survey responses are collected in a group setting, each employee, agent, subcontractor or officer, are not made aware of how others have responded to survey questions, to avoid group effects which are known to introduce biases into survey responses;
 - (c) where it utilises Approved Paper Copies, it shall distribute them exactly as provided by the ONR and shall not otherwise amend or alter the Materials in the Approved Paper Copy in any way; and
 - (d) it enters survey results that have been collected using Approved Paper Copies into the NISCI Tool using a standard web browser, without alteration.

8. Governing law and jurisdiction

- 8.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 8.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1

Acceptable Use Policy

1. By using the NISCI Tool, the User Organisation agrees to the rules set out in this Schedule.

2. General Restrictions

2.1 The User Organisation must not use the NISCI Tool:

- (a) in any way that causes, or may cause, damage to the NISCI Tool or impairment of the availability or accessibility of the NISCI Tool;
- (b) in any way that is unlawful, illegal, fraudulent or harmful;
- (c) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity; or
- (d) for any commercial purpose.

3. Unlawful and Illegal Material

3.1 Content is any information that the User Organisation may input or upload to the NISCI Tool.

3.2 The User Organisation must not use the NISCI Tool to store, host, copy, distribute, display, publish, transmit or send Content that is illegal or unlawful, or that will or may infringe a third party's legal rights, or that could give rise to legal action whether against the User Organisation or the ONR or a third party (in each case in any jurisdiction and under any applicable law).

3.3 Content (and its publication on the NISCI Tool) must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral rights, database rights, trade mark rights, design rights, rights in passing off, or other Intellectual Property Rights;
- (d) infringe any rights of confidence, rights of privacy, or rights under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation; or
- (k) be in breach of any contractual obligation owed to any person.

3.4 The User Organisation must not submit any Content that is, or has ever been, the subject of any threatened or actual legal proceedings or other similar complaint.

4. Harmful Software

- 4.1 The User Organisation must not use the NISCI Tool to promote or distribute any viruses, trojans, worms, root kits, spyware, adware or any other harmful software, programs, routines, applications or technologies.
- 4.2 The User Organisation must not use the NISCI Tool to promote or distribute any software, programs, routines, applications or technologies that will or may negatively affect the performance of a computer or introduce significant security risks to a computer.

5. Factual Accuracy

- 5.1 Content must not be untrue, false, inaccurate or misleading.
- 5.2 Statements of fact contained in the Content must be true and statements of opinion contained in the Content must be truly held and where possible based upon facts that are true.

6. Negligent Advice

- 6.1 Content must not consist of or contain any instructions, advice or other information that may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage.

7. Marketing and Spam

- 7.1 The User Organisation must not use the NISCI Tool for any purposes related to marketing, advertising, promotion, or the supply and/or sale of goods and/or services.
- 7.2 Content must not constitute spam.
- 7.3 The User Organisation must not use the NISCI Tool to transmit or send unsolicited commercial communications.

8. Hyperlinks

- 8.1 The User Organisation must not link to any website or web page containing material that would, were it posted on the NISCI Tool, breach the preceding terms of this Schedule.

9. Breaches of the Terms in this Schedule

- 9.1 The ONR reserves the right to edit or remove any Content in its sole discretion for any reason, without notice or explanation.
- 9.2 Without prejudice to this general right and the ONR's other legal rights, if the User Organisation breaches the terms set out in this schedule in any way, or if the ONR reasonably suspects that the User Organisation has breached the terms set out in this Schedule in any way, the ONR may:
 - (a) delete or edit any of the User Organisation's Content;
 - (b) send the User Organisation one or more formal warnings;
 - (c) temporarily suspend the User Organisation's access to the NISCI Tool; and/or
 - (d) permanently prohibit the User Organisation from using the NISCI Tool.