

Support Cumbria User Agreement

Introduction

All Users of Support Cumbria agree to the 'Cumbria County Council Resilience Unit Privacy Policy' before they can register for an account. This Policy explains what information the Council will hold about an individual and who the information may be shared with. Information on Data Protection is detailed further on in this agreement.

All Users accessing Support Cumbria must accept and agree on their own behalf to abide by the terms of this End User Agreement. Any breach of this agreement will entitle Support Cumbria to suspend or revoke the responsible Users use of the site.

Organisation Administrators who accept the End User Agreement have an additional responsibility to agree on behalf of their organisation and other Users employed by the organisation. By agreeing to these conditions, Users confirm that they have the authority to enter into these obligations on behalf of their organisation.

Access to Support Cumbria

1. A username and password is required to access Support Cumbria. It is your responsibility to ensure that your login details are kept safe and this information should not be shared with others either inside or outside of your organisation. Passwords must consist of three random words, a number, special character & a capital letter and a password used elsewhere must not be used.
2. If you need to write down your password then you must keep it separate from your Username, ideally in a locked drawer/cupboard or other secure environment. If you need to travel with the password it should be written down in a way that disguises its purpose and kept separate from your Username.
3. Once you are logged into Support Cumbria and you wish to leave your computer unattended, you must, as a minimum, log out of your account and lock your workstation or device.
4. If you suspect a security breach has occurred you must report it to Support Cumbria at support.cumbria@cumbria.gov.uk
5. You must not attempt to gain unauthorised access to any part of Support Cumbria.
6. You must not probe, scan or test the vulnerability of Support Cumbria, nor breach or attempt to breach the security or authentication measures of Support Cumbria. You must not use Support Cumbria or its content for any purpose that is unlawful or prohibited.
7. Users, and their organisations, should be aware that access to, and use of Support Cumbria may be monitored.

8. If your details change, you must update your User profile and contact details on Support Cumbria at the earliest opportunity.
9. After a major incident and during recovery you will receive an email from Support Cumbria to see if you wish to remain registered on the site. If you do not wish to remain then you have the opportunity to delete your own account and any data we hold will be anonymised.

Printing

10. Care must be taken when using local or networked printers to ensure documents printed from Support Cumbria are collected immediately. All information should be considered OFFICIAL and handled accordingly. Printable precautions for any information stored in Support Cumbria may include the use of password protected printers and storage in locked drawers. If any User is unsure they should consult the information owner.

Data Protection Legislation

11. The Freedom of Information Act 2000, Freedom of Information (Scotland) Act 2002, Environmental Information Regulations 2004 (EIR), Environmental Information (Scotland) Regulations 2004 (EISR) and Data Protection Act 1998 (DPA) applies to information and data placed on Support Cumbria by Users.
12. The Data Protection Act 1998 has been replaced with a new data protection framework which consists of the EU General Data Protection Regulation (GDPR) and the UK Data Protection Act 2018. Although GDPR does not apply directly to personal data processed for national security purposes, the UK has legislated to apply nearly identical obligations in respect of personal data processed for such purposes through the "Applied GDPR" regime. The framework came into effect on 25 May 2018.
13. General principles around how personal data should be protected will remain under the new data protection framework. In addition, it introduces several innovations that every organisation will need to be aware of, and will need to implement.
14. Cumbria County Council are the data controller for information provided by Users to create accounts.
15. Cumbria County Council and User Organisations are considered to be 'joint data controllers' in relation to any other personal data stored on Support Cumbria. Under Article 26 GDPR
16. Joint data controllers must have an arrangement which clarifies their joint data controller responsibilities. The applicable joint data controller agreement is set out below. Organisation Administrators who accept this End User Agreement are agreeing to this Article 26 arrangement on behalf of their organisation.

Article 26 joint data controller agreement

Cumbria County Council will be responsible for the following:

- Ensuring that appropriate technical and organisational measures and policies are in place to ensure the security and integrity of the Support Cumbria platform.
- Reporting any data breaches to the Information Commissioner where these concern the Support Cumbria platform.
- Any data subject requests that relate to account information (or which relate to Cumbria County Councils own use of Support Cumbria)
- Carrying out any required Data Protection Impact Assessments required by law
- Providing Privacy Notices to users in line with Article 13 GDPR (contained in the Help section of Collaborate)
- Maintaining records of processing under Article 30 GDPR
- Managing contracts with the suppliers who support Support Cumbria and ensuring that Article 28 data processor clauses are in place
- Making available this agreement to Users

User organisations are responsible for the following:

- Ensuring that they comply with data protection legislation in their use of Support Cumbria
- Ensuring that appropriate technical and organisational measures and policies are in place to ensure the protection of personal data processed by their Users on Support Cumbria, including ensuring the integrity and security of devices used to access Support Cumbria by their Users
- Reporting any data breaches to support.cumbria@cumbria.gov.uk where these concern Support Cumbria data stored or accessed on their own IT Systems
- Any data subject requests that relate to personal data uploaded, deleted or accessed on Support Cumbria by their Users
- Carrying out any required Data Protection Impact Assessments required by law in relation to the devices used to access Support Cumbria
- Providing Privacy Notices to any data subjects whose data is uploaded, accessed or deleted by their Users on Support Cumbria in line with Article 13 GDPR
- Maintaining records of processing under Article 30 GDPR for any data that their Users upload, access or delete on Support Cumbria
- Properly involving their Data Protection Officer (if applicable) in a timely manner in issues that relate to personal data stored on Support Cumbria

For further information about DPA and GDPR, please visit the following website:

<https://ico.org.uk/>

Information rights legislation

17. The Freedom of Information Act 2000, Freedom of Information (Scotland) Act 2002, Environmental Information Regulations 2004 (EIR), and Environmental Information (Scotland) Regulations 2004 (EISR) apply to information and data placed on RD by Users.

18. Information placed on Support Cumbria held by Cumbria County Council on the behalf of the User organisation. User organisations are therefore the public authority owner and responsible party. As such, Users should be aware when storing and sharing content on the platform as they are the information owners for the purposes of FOIA, FOISA, EIR, and EISR.
19. If you have access to information uploaded by other Users/Organisations and you are solely viewing it within Support Cumbria (i.e. on your screen within a web browser), then you are not the information owner for the purposes of the FOIA, FOISA, EIR, and EISR.
20. If, however, you download or record information from Support Cumbria and place within your organisation's local area network or a local hard disk drive, you and/or your organisation are likely to own the information for the purposes of one or more of the above pieces of legislation. Where a request for that information is received, you should consult the owner(s) of the information before reaching a decision on releasing it. As you hold the information, it will be your decision as to whether the law requires you to release it or not. You should, however, take the views of the original owners into account.

Disclaimer

21. To the fullest extent permitted by law Cumbria County Council accepts no liability for any loss or damage (whether direct, indirect or consequential and including, but not limited to, loss of profits or anticipated profits, loss of data, business or goodwill) incurred by any person and howsoever caused arising from or connected with any error or omission in information, including all documents and their references, in Support Cumbria or from any person acting, omitting to act or refraining from acting upon, or otherwise using, the information contained in Support Cumbria.
22. The above disclaimer also applies to any damage, liability or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorised access to, alteration of, or use of Support Cumbria.
23. Cumbria County Council shall make reasonable efforts to ensure that information it directly owns on Support Cumbria is up to date. However, this may not always be possible and Cumbria County Council cannot commit to doing so.
24. Cumbria County Council reserves the right to modify, suspend or terminate operation or access to Support Cumbria, to modify or change Support Cumbria, and to interrupt the operation of Support Cumbria as necessary to perform routine or non-routine maintenance, error correction or other changes.

Ownership of information and Intellectual Property Rights

25. No Support Cumbria content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server,

website or other medium for publication or distribution, without Cumbria County Council prior written consent. By placing the material onto Support Cumbria and making it available to other Users and organisations you are granting them permission to utilise it for the purposes of resilience and emergency planning including functions under the Civil Contingencies Act 2004.

Privacy

- 26.** If you utilise Support Cumbria over the public internet you are acknowledging that internet traffic is never completely private or secure. You understand that any message or information you send over Support Cumbria could be read or intercepted by others.

Updates to this agreement

- 27.** Any further updates to this End User Agreement will be published on Support Cumbria in the Help section. You will be notified of any updates.
- 28.** When choosing whether to accept this agreement following a login attempt, unless you respond to the Support Cumbria team 10 working days notifying us that you object to the changes, your continued use of Support Cumbria will signify acceptance of the agreement as revised.

Other

- 29.** Any questions or queries relating to this document should, in the first instance, be referred to the Support Cumbria support.cumbria@cumbria.gov.uk