

Notice to users: Please read this agreement carefully. By clicking “I accept” you accept, for and on behalf of the organisation named on the Registration Form (“the Subscriber”), the following terms and conditions of Mind (The National Association for Mental Health) of Granta House, 15/19 Broadway, Stratford, London E15 4BQ Registered Charity Number 219830 (“Mind”).

If you do not agree to the terms of this Agreement or if you are not authorised to enter into legally binding agreements on behalf of the Subscriber, do not click "I accept".

By taking part in the Workplace Wellbeing Index (“the Index”), you have agreed your participation level package and have organised your payment process, including the setup of a purchase order system if required by your organisation. You also agree to notify us about your key lead contact responsible for the Index within your organisation.

WORKPLACE WELLBEING INDEX TERMS AND CONDITIONS

1. ABOUT THE INDEX

Since 2010, Mind has played a pivotal role in raising awareness of workplace wellbeing and helping to tackle the stigma surrounding mental health. As employers begin to acknowledge the importance of promoting good mental health at work, we have seen a huge surge in our engagement with organisations of various sizes and sectors. In response to ever-increasing demand from employers, we now have a dedicated Workplace Wellbeing team who advise organisations on how they can effectively support staff experiencing stress or mental health problems and boost the wellbeing of each and every member of staff.

The Index will enable employers to celebrate the good work they’re doing to promote staff mental wellbeing and get the support they need to be able to do this even better. The Index will be a benchmark of best policy and practice and will rank participating employers on how effectively they are addressing staff wellbeing.

2. INTERPRETATION

2.1 The definitions and rules of interpretation in this condition apply to these terms and conditions (“**Conditions**”).

“Add-On Services”: the bespoke services provided by Mind as set out in Schedule 3 in this Agreement.

“Agreement”: the Subscriber’s registration and Mind’s acceptance of it including these terms and conditions;

“Authorised Person”: a person with the authority to enter into this Agreement, including, but not limited to, the organisation’s CEO, HR Director or relevant budget holder/lead;

“Brochure”: the brochure outlines the different Index participation levels, purchasable customisations, full pricing details and the Participation Process Guide and can be found [here](#).

“Effective Date”: the date of Mind’s acceptance of the Subscriber’s registration;

“Employer Assessment”: the survey to be completed by the Subscriber (see Schedule 1 Clause 2);

“Kick-Off Call”: a telephone call conducted by a Mind Workplace Wellbeing Account Manager at a pre-agreed time with the Subscriber prior to the commencement of the Staff Survey.

“Index”: the Workplace Wellbeing Index and in particular the undertaking by Mind of a survey into the Subscriber’s business by way of analysis of an Employer Assessment and a Staff Survey, (collectively “the Surveys”) the provision of the Surveys, and processing the answers to the Surveys; the provision of such service according to the Rules of Engagement of the packages as set out in Schedule 1 and the Fees set out in Schedules 2 & 3;

“Input Material”: all documents, information and materials provided by the Subscriber; **“Intellectual Property Rights”**: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to

sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

“Mind Branding”: all Intellectual Property Rights in Mind's name and associated devices, logos, slogans, get-up and trade dress, owned by or licensed to Mind, which are to be applied to approved materials in connection with the Index;

“Personal Data”: information relating to an identified or identifiable living individual as defined in the Data Protection Act 2018;

“Partners”: as defined in Clause 8;

“Participation Process Guide”: Mind’s Participation Process Guide, which can be found [here](#);

“Project Year”: the period between the opening of the registration until the following year’s opening of registration;

“Registration Form”: the form to be completed by the Subscriber for the commissioning of the Services, which can be found [here](#);

“Rules of Engagement”: as described in Schedule 1 of this Agreement;

“Services”: the Index and Support Services provided to the Subscriber by Mind;

“Staff Survey”: the survey to be completed by the Subscriber’s employees (see Schedule 1 Clause 3);

“Subscriber”: the person, firm, company or organisation whose name is on the Registration Form who is commissioning the Services from Mind;

“Subscriber’s Materials”: all documents, information, items and materials in any form whether owned by the Subscriber or a third party, which are provided by the Subscriber to Mind in connection with the Services.

“Support Services”: the telephone and on-line support made available to Subscribers by Mind; and

“VAT”: value added tax chargeable under English law for the time being and any similar additional tax.

2.2 In this Agreement, the following rules apply:

2.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

2.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;

2.2.3 a reference to **writing** or **written** includes e-mails but not fax.

3. BASIS OF AGREEMENT

3.1 These terms and conditions, including the schedules hereto and any documents referred hereto form part of the Agreement and shall be applied to the exclusion of any other terms contained or referred to in any other document including any implied by trade, custom, practice or course of dealing.

4. TERM AND COMMENCEMENT

4.1 The Services supplied under this Agreement shall be supplied by Mind to the Subscriber from the Effective Date till the end of the relevant Project Year.

4.2 Upon entering into this Agreement, the Subscriber will have;

4.2.1 agreed the relevant level of participation for your organisation;

4.2.2 obtained the relevant sign off by an Authorised Person; and

4.2.3 added Mind to any internal purchase order system (if required).

4.3 The Subscriber warrants it is registered in the UK or Channel Islands with the Companies House and/or with the Charity Commission and be actively compliant with HMRC tax regulations.

4.4 The Subscriber warrants it has a minimum of 20 employees.

4.5 The survey participation period is from midday on 12nd January 2022 to midday 23rd March 2022.

5. MIND'S RIGHTS AND RESPONSIBILITIES

5.1 Mind shall use reasonable endeavours to provide the Services to the Subscriber with a reasonable degree of skill and care provided that at all times the Subscriber complies with its obligations hereunder and abides by the terms of this Agreement.

6. SUBSCRIBER'S RIGHTS AND RESPONSIBILITIES

6.1 The Subscriber shall;

6.1.1 co-operate with Mind in all matters relating to the Services; and

6.1.2 provide to Mind such Input Material (including responses to questionnaires) and other information as Mind may reasonably require as per the timescales outlined below:

(a) The Subscriber will provide Mind with the parameters to all sub-group questions as detailed in the Kick Off Call no more than 14 days after the Kick Off Call and no later than 10th December 2021 for the purchase of any Add-On Services. The costs and dates for the Add-On Services are set out in Schedule 3.

(b) As per Schedule 1 Clause 2, data from the Surveys must be submitted by 23rd March 2022 otherwise Mind will not:

- be able to guarantee providing any benchmarked reporting; or
- guarantee inclusion of the Subscribers' data in the 2021/22 Index data set (as late submission requires recalibration of our report generation process). Subsequently the Report will be generated at the end of Mind's reporting cycle. No refund will be considered for this delay.

- 6.2 The Subscriber warrants, represents and undertakes that it shall comply with Mind's Ethical Fundraising Policy, which can be found [here](#). Mind is unable to accept the registration of a Subscriber that could compromise or undermine Mind's objectives and its effectiveness in achieving its goals and partnerships with companies whose commercial objectives would conflict with its goals and values, or which could promote inaccurate or misleading messages about its commitment to those goals and values as set out in the Mind's Ethical Fundraising Policy. Mind reserves the right, at its sole discretion, to change, modify, add or remove portions of this Mind's Ethical Fundraising Policy, at any time.
- 6.3 The Subscriber warrants, represents and undertakes that it and/or its employees and/or its agents shall not disrupt the Services including but not limited to uploading infringing content, end-user attack or hacks of Mind's platform environment or including but not limited to virus, worm, Trojan Horse, time bomb, cancelbot or other code that could be harmful.
- 6.4 The Subscriber warrants, represents and undertakes that it shall comply with the Conditions and applicable laws and regulations, including but not limited to any data protection, intellectual property and confidentiality requirements. Should the Subscriber fail to comply, Mind shall be under no obligation to continue to perform the Services or to provide any refund of any sums received by way of the Fee or otherwise.
- 6.5 The Subscriber shall endeavour to get a large and diverse survey response rate. Please see Schedule 1 Clause 8 for details of guidance toward response rate.
- 6.6 The Subscriber shall complete and submit the Surveys on the Index survey platform within any deadline date notified to it by Mind.
- 6.7 The Subscriber shall disclose details of any employee or organisational conflict or dispute, including pending negative media or PR coverage, that may risk harm to Mind's reputation and brand. Should an issue arise, Mind will liaise with the Subscriber to prepare mutually agreeable statements.

7. PRICING AND PAYMENT

- 7.1 In consideration of the provision of the Services or part thereof by Mind, the Subscriber shall pay the fees as set out in Schedule 2 Clause 1 and Schedule 3 (“the Fee”).
- 7.2 All fees are non-refundable and are exclusive of VAT which shall be additionally payable by the Subscriber at the then prevailing rate.
- 7.3 Without prejudice to any other right or remedy that Mind may have, in the event that any fees payable to Mind are overdue and not paid in accordance with this Agreement:
- (a) the Subscriber shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 7.3(a) shall accrue each day at 8% a year above the Bank of England’s base rate from time to time, but at 8% a year for any period when that base rate is below 0%;
 - (b) Mind may deny the Subscriber access to the Services and require the return of any Services previously supplied and suspend all Services until payment has been made in full.
- 7.4 For the avoidance of doubt, payment of the Fee and the performance of the Services in no way guarantees that any particular results will be achieved or fit for any purposes or that the Subscriber attain any particular ranking.
- 7.5 The Subscriber shall pay each invoice submitted to it by Mind, in full and in cleared funds, within 30 days of the date of the invoice.
- 7.6 All sums payable to Mind under the Agreement shall become due immediately on its termination, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Agreement.

8. MIND'S PARTNERS

- 8.1 Select anonymised statistical data will be shared with Mind's partners named immediately below (the "Partners") in order for them to be able to carry out assessments and reviews:-

Institute for Employment Studies (IES) is Mind's independent partner to evaluate the impact of the Index, calculate return on investment for participating employers, and to help Mind to continually improve its work. Copies of IES's security and privacy statements can be made available upon request.

IES has carried out an independent review of Mind's assessment and diagnostic tool to ensure Mind's process is robust and evidence based; and

Qualtrics is a supplier working with Mind under Mind's instruction as Data Controller. Qualtrics provides the software platform for the Index. Please find their security statement [here](#).

- 8.2 No Personal Data as defined under the Data Protection Act 2018 will be transferred to the Partners under Clause 8.1.

9. INDEMNITY

- 9.1 The Subscriber shall indemnify Mind, and if applicable, its licensors, and each such party's parent organisations, subsidiaries, affiliates, officers, directors, and employees against any and all claims, costs, damages, losses, liabilities, and expenses (including but not limited to legal fees and costs) arising out of or in connection with breaches of any of these terms and conditions under this Agreement.
- 9.2 Mind shall indemnify the Subscriber, and if applicable, its licensors, and each such party's parent organisations, subsidiaries, affiliates, officers, directors, and employees against any and all claims, costs, damages, losses, liabilities, and expenses (including but not limited to legal fees and costs) arising out of or in

connection with breaches of any of these terms and conditions under this Agreement.

10. LICENCE

10.1 Unless otherwise stated, Mind, its Partners listed at Clause 8 and/or its licensors own the Intellectual Property Rights on any material produced through the Index (the “Index Material”). Subject to the license in Clauses 10.2 – 10.3 below, all these Intellectual Property Rights are reserved.

10.2 Subscribers may view, download and print for learning purposes only, pages (or any other content) produced by Mind for use by the Subscriber, subject to the restrictions set out below and elsewhere in these Conditions.

10.3 Subscribers must not without prior written consent from Mind:

10.3.1 republish the Index Material (including republication on another website);

10.3.2 sell, rent or sub-license the Index Material produced from participation in the Index;

10.3.3 show any Index Material in public ;

10.3.4 reproduce, duplicate, copy or otherwise exploit the Index Material for a commercial purpose;

10.3.5 edit or otherwise modify any of the Index Material produced; or

10.3.6 redistribute any of the Index Material except for content specifically and expressly made available for redistribution.

10.4 The Subscriber shall:

10.4.1 only use the Mind Branding in accordance with this Agreement;

10.4.2 not do anything which causes, or may be likely to cause, material harm to the Mind Branding or bring the reputation/goodwill attaching to the Mind Branding and/or Mind into disrepute;

10.4.3 not use the Mind Branding, or any similar names, as part of its corporate name;

- 10.4.4 not use the Mind Branding in a manner which could prejudice or invalidate a registration or application for registration of any Intellectual Property Rights subsisting in the Mind Branding;
 - 10.4.5 where practicable, include on all approved materials on which the Mind Branding appears a statement that the Mind Branding is owned by Mind and, if applicable, is a registered trade mark of Mind;
 - 10.4.6 not register or seek to register on any national trade mark, domain name or company registry, the Mind Branding or any Intellectual Property Rights that may be similar to those subsisting in the Mind Branding.
- 10.5 The Subscriber shall immediately notify Mind in writing of any of the following matters which comes to its attention (giving full particulars):
- 10.5.1 any actual, suspected or threatened infringement of the Mind Branding;
 - 10.5.2 any allegation or complaint made by any third party that the Mind Branding is invalid or that its use infringes any third party rights or may cause deception or confusion to the public; and
 - 10.5.3 any other form of attack or claim to which the Mind Branding may be subject.
- 10.6 The Subscriber shall ensure that where it makes reference, or arranges for reference to be made, in any form of published media to the Mind Branding, those details are accurately reproduced. Any errors or omissions shall be corrected as soon as practicable.

11. INTELLECTUAL PROPERTY

- 11.1 All Intellectual Property Rights and all other rights in the Services shall be owned by Mind. Mind licenses all such rights to the Subscriber free of charge and on a nonexclusive, non-transferrable, worldwide basis to such extent as is necessary to enable the Subscriber to make reasonable use of the Services.
- 11.2 This Agreement conveys a limited right and license to use the Services and shall not be construed to convey title to or ownership of the Services or the data contained

therein to the Subscriber. All rights in and to the Services not expressly granted herein to the Subscriber are reserved by Mind.

- 11.3 The Subscriber grants Mind a fully paid up, non-exclusive, royalty-free, non-transferable licence to use the Subscriber's Materials for the purpose of providing the Services to the Subscriber.

12. CONFIDENTIALITY

- 12.1 Each party undertakes that it shall at any time during this Agreement, and for a period of three years after termination of this Agreement, keep in strict confidence all technical or commercial know-how, specifications, operations, trade secrets, inventions, processes or initiatives which are of a confidential nature of the other party and have been disclosed by the other party, its employees, agents or subcontractors, suppliers and any other confidential information concerning the other party's business, products or its services or any information produced in the course of carrying out this agreement or providing the Services including but not limited to surveys.
- 12.2 Each party may disclose such confidential information to such of its employees, agents or subcontractors who need to know it for the purpose of carrying out its obligations under the Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.
- 12.3 Each party may also disclose such confidential information as is required to be disclosed by law, any governmental or regulatory authority or by court order.
- 12.4 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

13. DISCLAIMER

- 13.1 Mind endeavours to ensure the content of the Index is accurate and up to date but does not accept any liability for error or omission.
- 13.2 Mind is not a medical organisation and provides information rather than advice. Mind does not accept liability for any inconvenience, loss or damage arising from the use or inability to use any of the information or material produced for the Index.
- 13.3 Mind takes no responsibility for the content of external partners and any such links from partners should not be taken as an endorsement of any kind.
- 13.4 Taking part in the Index does not affect the Subscriber's obligation to comply with the law, including health and safety and employment law. It is the Subscriber's responsibility to ensure they are legally compliant in these matters. Mind cannot be held accountable for any shortfalls in legislative compliance as a result of participation in the Index.
- 13.5 Taking part in the Index does not guarantee improvements for the Subscriber's business both cashable and non-cashable, including but not limited to reports, recommendations, action plans and external publication.
- 13.6 The Surveys and the Policies provided by the Subscriber to Mind are private and Mind will use its reasonable endeavours to preserve anonymity - it is the submitter's responsibility to ensure they do not divulge any personal information about individuals within or outside of their organisation. Mind does not accept liability for any inconvenience, loss or damage arising from the use of information which has been submitted.

14. COMPLAINTS PROCEDURE

- 14.1 All complaints will be dealt with in accordance with Mind's Complaints Process which can be found [here](#) (the "Complaint Process"). Mind reserves the right, at its sole discretion, to change, modify, add or remove portions of the Complaints Process, at any time.

15. RANKINGS

15.1 All decisions on ranking are final.

15.2 For the avoidance of doubt, Mind cannot guarantee that the Subscriber will achieve a ranking.

16. LIMITATION OF LIABILITY

16.1 Nothing in this agreement shall limit or exclude Mind's liability for:

16.1.1 death or personal injury caused by its negligence;

16.1.2 for any damage or liability incurred by the Subscriber as a result of fraud or fraudulent misrepresentation by Mind.

16.2 Subject to Clause 16.1, Mind shall not be liable for:

16.2.1 loss of profits;

16.2.2 loss of sales or business;

16.2.3 loss of agreements or contracts;

16.2.4 loss of anticipated savings;

16.2.5 loss as a result of any data protection breaches save for any breaches of Clause 17 below by Mind;

16.2.6 loss of or damage to goodwill;

16.2.7 loss of use or corruption of software, data or information; and

16.2.8 any indirect or consequential loss.

16.3 Subject to clause 16.1, Mind's total liability to the Subscriber and the Subscriber's total liability to Mind, whether in contract, tort (including negligence or breach of statutory duty), or otherwise, arising under or in connection with this agreement shall be limited to the aggregate monies paid by the Subscriber to Mind for the Services provided during the 12 month period preceding the event giving rise to such liability.

17. DATA PROTECTION

17.1 Neither party will hold or process any personal data (as defined in the DPA 2018) of the other party pursuant to this agreement. If either party requires to transfer any Personal Data to the other party arising out of the Services, the parties agree that they will enter into a Data Processing Contract separate to this agreement.

18. EMAIL

18.1 Mind cannot guarantee the security of information sent to it via email during transit. Once received, email information will be stored securely.

19. TERMINATION

19.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Agreement without liability to the other immediately on giving written notice to the other if:

19.1.1 the other party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or

19.1.2 the other party commits a material breach of any of the terms of the Agreement and for the avoidance of doubt the Rules of Engagement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

19.1.3 the other party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement; or

19.1.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being a natural person) is deemed either unable to pay its debts or as having no reasonable

prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or

- 19.1.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- 19.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party; or
- 19.1.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or
- 19.1.8 a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or
- 19.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over all or any of the assets of the other party; or
- 19.1.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- 19.1.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clauses 19.1.4 to condition 19.1.10 (inclusive); or
- 19.1.12 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

19.2 On termination of the Agreement for any reason:

- 19.2.1 the Subscriber shall immediately pay to Mind all of Mind's outstanding unpaid invoices and interest and, in respect of Services supplied but for

which no invoice has been submitted, Mind may submit an invoice, which shall be payable immediately on receipt;

19.2.2 the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected, including but not limited to the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

19.3 Should the Subscriber wish to cease receiving the Services they can do so by service of one month's written notice on Mind.

20. FORCE MAJEURE

20.1 Mind shall have no liability to the Subscriber under the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of Mind or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors (the "Force Majeure Event").

20.2 Mind shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the Subscriber of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
- (b) use its reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

21. NOTICES:

- 21.1 Any notice required to be given under the Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party or as otherwise specified by the relevant party by notice in writing to the other party.
- 21.2 Any notice shall be deemed to have been duly received if delivered personally, or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 21.3 A notice required to be given under or in connection with the Agreement shall not be validly served if sent by e-mail unless otherwise specified by the relevant party by notice in writing to the other party.

22. VARIATION

- 22.1 Mind may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.
- 22.2 Subject to Clause 22.1, no variation of this Agreement shall be effective unless it is in writing and signed by both parties.

23. WAIVER

- 23.1 A waiver of any right under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 23.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this

Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

24. SEVERANCE

24.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

25. THIRD PARTIES:

25.1 Unless it expressly states otherwise, a person who is not a party to the Agreement shall not have any rights under or in connection with it.

26. ASSIGNMENT

26.1 Neither party shall assign this Agreement, in whole or in part, without the written consent of the other party.

26.2 Each party that has rights under the Agreement is acting on its own behalf and not for the benefit of another person.

27. ENTIRE AGREEMENT

27.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

28. NO PARTNERSHIP OR AGENCY

28.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the

agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

28.2 Each party confirms that it is acting on its own behalf and not for the benefit for any other person.

29. GOVERNING LAW AND JURISDICTION:

29.1 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. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement

1. The rules of engagement should be read in conjunction with the Participation Process Guide.

2. The Employer Assessment.

- (a) The Employer Assessment commences at midday on 12th January 2022 and will be open until midday on 23rd March 2022.
- (b) The Brochure and Welcome Pack outline the requirements and timelines for the participating organisations. Organisations should ensure they are familiar with the documents to support them with their submission of the Employer Assessment.
- (c) Organisations taking part are responsible for the information they submit. Information should be accurate, anonymous and have been signed off where necessary. Organisations should ensure that personal information of individuals is not submitted where possible.
- (d) Mind are reliant on the quality of information and evidence in order to be able to analyse and provide meaningful assessments and results.
- (e) Mind will keep any information submitted confidential - please see Mind's privacy statement for further details, which can be found [here](#).

3. The Staff Survey

- (a) The Staff Survey will be available to all employees of the Subscriber from midday on 12th January 2022 and will be open until midday on 23rd March 2022.
- (b) Mind will require a response rate as set out in Schedule 1, Clause 8 below.
- (c) Subscribers are responsible for communicating and publicising the Staff Survey and the importance of taking part. Mind will provide a Welcome Pack and Communication Pack to support with this initiative.
- (d) Employees taking part in the survey are responsible for ensuring that information they submit should be accurate, anonymous and that they do not

divulge sensitive or personal information about themselves or their colleagues.

- (e) Where an organisation has a small headcount (most commonly found in organisations with fewer than 100 employees in total) and in certain directorates/departments where individuals are easily identifiable, assessments will not be broken down by directorate/department. In such cases an overall analysis will be given for the organisation.
- (f) All levels of support and analysis and any recommendations will be reflective of information submitted by the Subscriber and the capabilities of Mind's platform provider.

4. The Results

- (a) The report containing the results of the Index will be delivered in the first instance via email in pdf format (the "Report").
- (b) The Report will be delivered in prior to the Index Virtual Awards tentatively scheduled for early June 2022.
- (c) All Subscribers who are ranked in bronze, silver or gold will be announced at Mind's Index awards event and subsequently published on Mind's website.
- (d) All results and rankings as produced by Mind are final. Mind cannot guarantee that the Subscriber will receive any particular ranking or award.
- (e) Mind retains the right to publicise the results of the Index and related ranking or benchmarking information.

5. Entries

- (a) Staff Surveys and Employer Assessments must be submitted in accordance with the Participation Process Guide, which can be found [here](#).

6. Entry Acknowledgement

- (a) The Subscriber will receive an acknowledgement confirming receipt of its entry.

7. Project Management

- (a) All Subscribers must nominate a project manager (the “Project Manager”) from within their organisation whose responsibility will be to ensure that the entry is completed within the timelines and in adherence with these Rules of Engagement and Participation Process Guide outlined in the Brochure.
- (b) The Project Manager must have access to both external e-mail and the internet to effectively manage the process. In the interests of confidentiality, Mind will only discuss entries with the Project Manager or other persons nominated by the Subscribers.

8. Required Response Rate

- (a) In any given year Subscribers should endeavour to get a large and diverse staff survey response rate because this will improve the quality of the insights and key recommendations for improvement that Mind is able to provide via the Index Report. All Subscribers must secure a minimum response rate which will be set by Mind to ensure a sample size from which Mind is able to provide meaningful feedback.
- (b) Where the Subscriber is sending the Staff Survey to a portion of their staff population, the number of staff this is sent to and the selected areas of the business will need to be agreed in advance. The proportion will need to align to the size of the organisation. Organisation sizes are defined as follows:
 - (i) Small – up to 250 employees
 - (ii) Medium – 251 employees and up to 1000
 - (iii) Large – more than 1000
- (c) Medium to Large employers should aim for a minimum response rate of 25% across all departments. If they fail to achieve the minimum response rate, their overall score will be reduced by up to 5%.
- (d) Small employers should aim for a minimum response rate of 60% across all directorates/business units where possible. If they fail to achieve the minimum response rate, their overall score will be reduced by up to 10%.

- (e) Thresholds for score reductions are calibrated each year to reflect any environmental circumstances affecting all organisations (such as Covid-19 restrictions) to ensure organisation's scores are not unduly or unfairly reduced.

9. Measuring Performance

- (a) Index rankings are based on objective data that Mind obtains from the assessment and scoring process. A description of Mind's assessment areas can be found [here](#).

10. Anonymity and Confidentiality

- (a) Mind agrees that in relation to all employees of Subscribers that are invited to participate in the Staff Survey that their individual responses will remain anonymous.
- (b) Employees of Subscribers will never be asked to provide their names on surveys or include personal identifying data.

11. Withdrawals & Deferrals

- a) Should a Subscriber wish to withdraw from the Project then they must submit their withdrawal request to Mind for consideration as early as possible and in any event not later than 10th December 2021. A withdrawal fee of £500 plus VAT (for small sized organisations, i.e. an organisation with up to 250 employees), £1,000 plus VAT (for medium sized organisations, i.e. an organisation with 250 and up to 1000 employees) and £1,500 plus VAT (for large organisations, i.e. an organisation with more than 1000 employees), will be charged for the Services provided up to this withdrawal date (the "Withdrawal Fees").
- b) Should the subscriber wish to withdraw after 10th December 2021, the full invoice amount will be due.
- c) Deferral to the following years Index may require a payment of the difference of any price increase to the core Index price as well as any increase to purchased Customisations.
- d) Deferrals will only be considered if:
 - a. the invoice has been paid in full and

- b. the Employer Assessment and/or the Staff Survey have not been accessed and activated by the Subscriber.

12. Disqualification

- (a) Mind reserves the right to disqualify Subscribers from the Index. Grounds for disqualification may include an event or action that takes place within an organisation prior to publication which may affect their credibility as a good employer, the mishandling of survey materials, submission of illogical, erroneous or invalid data, dishonesty or the failure to abide by the rules, terms, conditions or spirit of the project. In such circumstances Mind reserves the right to retain all or part of the Fees.
- (b) Mind reserves the right to refuse an application to enter into the Index.

Schedule 2 Pricing and Packages

1. Fees

- (a) The fees payable by a Subscriber are dependent upon the category or the organisation and package selected (see Schedule 2, Clause 2 and Schedule 3 below).
- (b) There are six categories based upon the level of participation (1, or 2) and the number of employees of the organisation:
 - (i) Small organisations: <250 employees
 - (ii) Mid-sized organisations: 251-1,000 employees
 - (iii) Large organisations: >1,000 employees
- (c) The fee (dependent on the category and package selected) will be payable within 30 days of the invoice date.

2. Packages

- (a) Level 1 Services:
 - (i) Participation in the Surveys.
 - (ii) Top-line assessment report including:
 - Your Index ranking and benchmarking verses all participants.
 - Recommendations for improvement.
 - (iii) Access to best practice learning from Index participants/ and the Index Awards (i.e. the rankings received by the Subscriber based on the results of the Surveys. 'Gold' is 'Achieving Excellence', 'Silver' is 'Achieving Impact', Bronze is 'Achieving Change' and those not reaching Bronze are awarded 'Committed to Change'.
 - (iv) Access to Mind Workplace Wellbeing events including the Index Shared Learning Event which is likely to be held virtually.
 - (v) The Report will be delivered in late Spring to early Summer 2022.
- (a) Level 2 Services:

- (i) All Services provided under Level 1.
- (ii) Dedicated Account Manager, who will provide:
 - Delivery of assessment report;
 - Regular check-ins with your organisation throughout the Index journey
- (iii) In-depth assessment report, including:
 - Robust analysis;
 - Two 'Sub-group' questions;
 - The entire staff survey response data broken down into each and all of the 'Sub-group' questions.
 - Benchmarking with Index participants and sector peers.

3. Designated Hours of Support

(a) Level 1

- (i) All Level 1 clients will receive a Kick Off phone call before surveys launch and an Account Manager will be available for questions preferably via email, in any given Project Year.
- (ii) Any further support including calls to discuss the report or reviews of any action plans will be at cost as set out in Schedule 3.

(b) Level 2

- (i) All Level 2 clients will receive a Kick Off phone call before surveys launch and an Account Manager will be available for questions during the survey period in any given Project Year.
- (ii) Through to the end of July, the end of the Project Year, your Account Manager will be available to offer support via phone calls and over email. The Report will be delivered in late Spring – early Summer. Once the Subscriber receives its Report, its Account Manager will work closely with the Subscriber to help set milestones and put into practice recommendations set in the Report until the end of July 2022.
- (iii) The number of support hours will be at the discretion of Mind to be fair and reasonable in accordance with the support given to other Level 2 clients.

4. Upgrading

- (a) Please contact your Account Manager at Mind if you wish to upgrade your package or purchase of Customisation Services. Customisation Services can only be purchased within the timeframe as set out in Schedule 3.5.

5. Discounts

- (a) Discounts are available at the sole discretion of Mind.
- (b) For the avoidance of doubt any discounts offered will only apply to the relevant Project Year.

6. Additional analysis and data visualisation

- a) Any request for the provision of additional analysis (of either the Employer Assessment or the Staff Survey data and any data visualisation required subsequently (in the form of spreadsheet, report or dashboard) will be charged at a daily rate of £450 + VAT per day with a minimum charge of 0.5 days.

Schedule 3 Index and pricing and Add On Services

Core pricing for Index Level 1

Size	No Of Employees	Cost
Small	20 - 250	£1,300 + VAT
Medium	251 - 1,000	£3,200 + VAT
Large	1,000+	£5,000 + VAT

Core pricing for Index Level 2

Size	No Of Employees	Cost
Small	20 - 250	£2,600 + VAT
Medium	251 - 1,000	£6,400 + VAT
Large	1,000+	£10,000 + VAT

Customisations available to Level 1 organisations are listed below:

Customisation	Price (excl. VAT)	Notes	Purchase by
Industry Benchmarking Report*	£520	Report is the same price for all sizes. Min 10 orgs in industry	1 st June 2022
Sub-group question & analysis	£420	Per question	26 th Nov 2021
All sub-group question tables	£2,000	Same price for all organisation sizes	1 st June 2022
Quotes	£450	Same price for all organisation sizes	End of survey
Report delivery call	£320	Same price for all organisation sizes	31 st May 2022
Report delivery meet (F2F)	£470	Same price for all organisation sizes	31 st May 2022

Customisations available to Level 2 organisations are listed below:

Customisation	Price (exc. VAT)	Notes	Purchase by
Industry Benchmarking Report	£520	Report is the same price for all sizes. Min 10 orgs in industry	June 1 st 2022
Additional Sub-group question & analysis	£420	Per question	26 th Nov 2021