



Notice to users: Please read these Terms and Conditions carefully. By clicking “I accept” on the Registration Form the organisation named on the Form (“the Employer”) will be making a formal request for Mind to provide Services. If the Employer then accepts the sign-up link provided by Mind, the Employer will be bound by the following Terms and Conditions, which together with the Registration Form, form a legal agreement with Mind to provide the Employer with services relating to the Workplace Wellbeing Index (“this Agreement”)

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

By completing the Registration Form to take part in the Index, you have agreed your Employer’s participation level package.

WORKPLACE WELLBEING INDEX TERMS AND CONDITIONS

0. 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 runs once a year and comprises two surveys, one is a self-assessment completed by the organisation (the Employer Assessment) the other is a survey distributed to staff (the Staff Survey). The Employer Assessment explores what provision is in place to support workplace wellbeing and mental health within the organisation. The Staff Survey asks for staff views on that provision. The results of the surveys are combined

and qualitative and quantitative data is delivered in a comprehensive report at the end of the Index cycle. The report will enable employers to celebrate the good work they're doing to promote staff mental wellbeing and obtain 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 mental wellbeing.

1. INTERPRETATION

1.0 The following definitions and rules of interpretation apply to these terms and conditions ("**Terms and Conditions**").

"Agreement": the Employer's Registration Form, the sign-up link and these Terms and Conditions;

"Award Badge": any of the designs, images or graphics used by Mind which are awarded to employers each year to commend their rankings in the Index;

"Brochure": the brochure outlines the Index delivery components, process and obligations, purchasable customisations and can be found [here](#);

"Customisations": the bespoke services provided by Mind as set out in Schedule 3 to this Agreement;

"Effective Date": the date the Employer completes or signs the sign-up link or form provided by Mind;

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

"Employer Assessment": the survey to be completed by the Employer as further set out in paragraph 1 of Schedule 1;

"Employer's Materials": all documents, information, items and materials in any form whether owned by the Employer or a third party, which are provided by the Employer to Mind in connection with the Services;

"Fees": the fees payable in accordance with clause 6;

“Index”: Mind’s Workplace Wellbeing Index, and the Employer Assessment and a Staff Survey, (collectively **“the Surveys”**)

“Index Material”: the Report, results, text, media or other material produced by Mind in relation to the Index including the Award Badge and the ‘Working with’ Logo;

“Input Material”: all documents, information and materials provided by the Employer to Mind;

“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;

“Kick-Off Call”: a telephone call between a Mind Account Manager at a pre-agreed time with the Employer prior to the commencement of the Staff Survey.

“Mind/ we/ us”: Mind (the National Association for Mental Health, incorporated and registered in England and Wales with company number 424348 and registered as a Charity with number 219830 whose registered office is at 2 Redman Place, London, E20 1JQ;

“Mind Account Manager”: Assigned Mind Workplace Wellbeing staff member and primary point of contact for the Employer and/or Project Manager;

“Mind Branding”: all Intellectual Property Rights in Mind's name and associated devices, logos (including the ‘Working with’ Logo), slogans, owned by or licensed to Mind, which are to be applied to Index Materials;

“Participation Period”: The period from midday on 10th January 2024 to midday 8th March 2024 for the Employer Assessment and midday 10th January 2024 to 20th March 2024 for the Staff Survey;

“Personal Data”: personal information capable of identifying an individual as defined in the Data Protection Act 2018 and the UK General Data Protection Regulation ((EU) 2016/679) (as retained);

“Project Manager”: The person(s) assigned by the Employer to lead the project and Primary point of contact for the Mind Account Manager.

“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 Employer to request the Services, which can be found [here](#);

“Report”: The PDF report produced by Mind with the results of the Index;

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

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

“Staff Survey”: the survey to be completed by the Employer’s employees (see paragraph 2 of Schedule 1);

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

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

“Working with’ Logo”: Mind’s main logo used with the words ‘working with’ as supplied to the Employer.

In this Agreement, the following rules apply:

- 1.0.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.0.2 a reference to a party includes its personal representatives, successors or permitted assigns;
- 1.0.3 a reference to **writing** or **written** includes e-mails.

2. BASIS OF AGREEMENT

- 2.0 The Registration Form, these Terms and Conditions (including the schedules at the end) and the sign-up link provided by Mind, form the Agreement between Mind and the Employer in connection with the Services, 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.
- 2.1 The Agreement is completed once the Employer has completed or signed the sign-up link. The Registration Form will set out the participation level of the Services to be provided by Mind.
- 2.2 If any upgrades, additional services or customisations are requested these will form part of the Services and be subject to the terms of this Agreement when accepted by Mind.

3. TERM AND COMMENCEMENT

The Services shall be supplied by Mind to the Employer from the Effective Date until the end of the relevant Project Year unless terminated earlier in accordance with clause 14.

4. MIND'S RESPONSIBILITIES

- 4.0 Mind will provide the Services to the Employer with a reasonable degree of skill and care and will take reasonable care of any Employer and/ or Input Materials.

- 4.1 Mind will make sure the Services are of a reasonably satisfactory quality and are fit for the purpose agreed with the Employer.
- 4.2 Mind will comply with all applicable (in relation to the Services) laws, statutes and regulations from time to time in force provided that Mind shall not be liable to the Employer if such compliance will cause Mind to breach this Agreement.

5. EMPLOYER'S RESPONSIBILITIES

- 5.0 The Employer warrants that it has the authority to enter into this Agreement and that the person who has submitted the Registration Form and accepted this Agreement has the authority to commit the Employer.
- 5.1 The Employer warrants that it is registered as a company with the relevant registry in the United Kingdom or the Channel Islands and in the case of a charity, it is registered with the relevant regulator for charities in those territories.
- 5.2 The Employer warrants that it employs at least twenty staff and will notify Mind if it no longer does so during the Term of this Agreement.
- 5.3 The Employer will throughout the Term:
- 5.3.1 co-operate with Mind in all matters relating to the Services; and
 - 5.3.2 provide Mind such Input Material (including responses to questionnaires) and other information as Mind may reasonably require as per the timescales outlined below:
 - (a) The Employer 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 November 2023 for the purchase of any Customisations. The costs and dates for the Customisations are set out in Schedule 3.
 - (b) As per paragraph 1 of Schedule 1, data from the Surveys must be submitted by 20th March 2024 otherwise Mind will not:
 - (i) be able to guarantee providing any benchmarked reporting; or

(ii) guarantee inclusion of the Employers' data in the 2023/24 Index (as late submission requires recalibration of our report generation process); and

(iii)

the Report will be generated at the end of Mind's reporting cycle and no refund will be applied as a result of this delay (caused by the Employer's late submission).

5.4 The Employer warrants that it complies with Mind's Ethical Fundraising Policy, which can be found [here](#). Mind is unable to accept the registration of an Employer 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 its Ethical Fundraising Policy. Mind reserves the right, at its sole discretion, to reasonably change its Ethical Fundraising Policy from time to time and will notify the Employer if it does so.

5.5 The Employer agrees that it and/or its employees and/or its agents shall not disrupt the Services. This includes but is not limited to uploading infringing content, end-user attacks or hacks of Mind's platform environment or any other activity that could cause harm to Mind, to any person coming in to contact with Mind or, or to the Services being provided.

5.6 The Employer agrees that it will comply with these Terms and Conditions and all applicable laws and regulations that apply to Mind's provision of the Services.

5.7 The Employer will use its reasonable endeavours to obtain a large and diverse survey response rate as required by paragraph 5 of Schedule 1.

5.8 The Employer will complete and submit the Staff Survey(s) on the Index survey platform within any deadline date reasonably notified to it by Mind.

5.9 The Employer will disclose to Mind details of any employee or organisational conflict or dispute, including reasonably recent negative media or publicity, that is reasonably

likely to risk harm to Mind's reputation and brand. Should such an issue arise, Mind and the Employer will agree a statement that may be used in relation to Mind or the Services.

6. PRICING AND PAYMENT

- 6.0 In consideration of the provision of the Services by Mind, the Employer shall pay the fees as set out in paragraph 1 of Schedule 2 and Schedule 3 ("**the Fees**"), as indicated by the Employer's accepted Registration Form. All Fees are exclusive of VAT.
- 6.1 Mind will invoice the Employer two weeks after the Effective Date. If any Customisations are requested, Mind will invoice for such Customisations when they have been accepted by Mind.
- 6.2 The Employer shall pay each invoice submitted to it by Mind, in full and in cleared funds, within 30 days of the date of the invoice.
- 6.3 The Fees paid by the Employer are not refundable except as set out by the withdrawal process in paragraph 8 of Schedule 1.
- 6.4 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 Employer 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 6.4 (a) shall accrue each day at 4% a year above the Bank of England's base rate from time to time; and
 - (b) Mind may deny the Employer access to the Services and require the return of any Services previously supplied and suspend all Services until payment has been made in full.
- 6.5 For the avoidance of doubt, payment of the Fees and the performance of the Services in no way guarantees that any particular results will be achieved or that the Employer will attain any particular ranking.

6.6 All Fees and other sums payable to Mind under the Agreement shall become due immediately upon termination of the Agreement, 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.

7. INTELLECTUAL PROPERTY

7.0 Mind and/or its licensors own the Intellectual Property Rights in the Services and the Index Material.

7.1 The Employer grants Mind a fully paid up, non-exclusive, royalty-free, non-transferable licence to use the Input Materials for the purpose of providing the Services to the Employer.

7.2 On payment of the Fees, Mind grants the Employer a fully paid up, royalty fee, non-exclusive, non-sublicensable, non-assignable licence to use the Index Material including the Report only for, and subject to the remaining conditions in this clause 7.

7.3 The Employer may view, download and print for internal reporting purposes only, Index Material and Report pages produced by Mind for use by the Employer.

7.4 Subject to clauses 7.5 and 7.6 below, the Employer must not without prior written consent from Mind:

7.4.1 republish the Index Material (including republication on another website or on any social media);

7.4.2 sell, rent or sub-license the Index Material ;

7.4.3 show any Index Material in public, save for publicising its participation and/or Index Award ;

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

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

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

- 7.5 Mind will provide guidance to the Employer which explains when the Employer is permitted to use the 'Working with' Logo, which may then be used on any internal communication with its staff, including on any intranet page, and on its website for a period of one year from the date the Report is published and for any period where Services are being provided by Mind to the Employer. Mind may revoke the Employer's right to use the 'Working with' Logo, if at any stage the Employer does anything that would be capable of breaching clause 14.0.11 (reputation or harm to Mind) or paragraph 0 of Schedule 1 (disqualification), even if this is after Term of the Agreement (where this within one year of the date of the Report).
- 7.6 The Employer is permitted to use an Award Badge (if and when awarded by Mind) on its website, on its social media channels and for its reasonable promotion for a period of three years from the date the Report is published.
- 7.7 Mind will provide the Employer with further guidance as to how the 'Working with' Logo and any Award Badge are to be used, which the Employer must comply with.
- 7.8 The Employer shall:
- 7.8.1 only use Mind Branding as it is supplied in Index Materials and shall not modify or adapt it;
 - 7.8.2 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;
 - 7.8.3 not use the Mind Branding, or any similar names, as part of its corporate name;
 - 7.8.4 not use the Mind Branding in a manner which could prejudice or invalidate any of the existing Intellectual Property Rights subsisting in the Mind Branding; and
 - 7.8.5 where requested by Mind, 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 trademark of Mind.

7.9 The Employer will make sure 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.

8. CONFIDENTIALITY

8.0 Mind and the Employer agree that they will during this Agreement, and for a period of three years after its termination, keep in strict confidence all Survey statistics, technical or commercial know-how, specifications, operations, trade secrets, inventions, processes or initiatives which are marked as confidential or would be reasonably considered to be confidential (this shall not apply to information which appears in the public domain other than as a result of any breach of the terms of this Agreement), that have either been disclosed by one of them to the other (or by or to their employees, agents or subcontractors), or have been established by one of them about the other.

8.1 Either party may disclose such confidential information to its employees, agents or subcontractors who need to know it for the purpose of carrying out this Agreement, provided that such employees, agents or subcontractors are subject to the same obligations of confidentiality set out in this clause 8.

8.2 Each party may disclose confidential information as may be required by law, any governmental or regulatory authority or by court order.

9. DISCLAIMER

9.0 Mind will use its reasonable endeavours to make sure the content of the Index is accurate and up to date but does not accept any liability for errors or omissions.

9.1 Mind will provide information to the Employer as part of providing the Services, but Mind does not provide formal professional advice. Mind will not be liable for any inconvenience, loss, damage, loss of profit or other resulting loss arising from the use

or inability to use any of the Index Materials or because the Employer relies on the information or any advice provided by Mind as part of the Services.

- 9.2 Mind is not responsible for the content of its external partners and any information or links provided by such partners should not be taken as an endorsement of any kind.
- 9.3 Mind does not warrant or guarantee that participating in the Index will promote the Employer or produce any benefit for the Employer, commercial or otherwise.
- 9.4 The Surveys, Input Material and any policies provided by the Employer to Mind are private and Mind will use its reasonable endeavours to preserve anonymity - it is the Employer's responsibility to ensure that it and its staff and employees do not divulge any personal information about individuals within or outside of their organisation. Subject to Clause 8 above, Mind does not accept liability for any inconvenience, loss or damage arising from the use of information which has been submitted by the Employer.

10. COMPLAINTS AND DISPUTES

- 10.0 All complaints and disputes relating to this Agreement will be referred to the Mind Account manager allocated to the Employer and the Project Manager for the Employer.
- 10.1 If the Account and Project Managers are unable to resolve the complaint or dispute within 14 days, the matter will be referred to the Head of Workplace Wellbeing at Mind and a senior director or executive employed by the Employer. If they are unable to resolve the matter within 14 days, both Mind and the Employer's chief executives will have a further 21 days to resolve the matter before either party can pursue their legal or other rights under the Agreement.

11. RANKINGS

- 11.0 All decisions made by Mind in relation to rankings, the Report and Index Material are final.

11.1 For the avoidance of doubt, Mind cannot guarantee that the Employer will achieve a ranking in the Index.

12. LIMITATION OF LIABILITY

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

12.0.1 death or personal injury caused by its negligence; or

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

12.1 Mind shall not be liable for the Employer's:

12.1.1 loss of profits;

12.1.2 loss of sales or business;

12.1.3 loss of agreements or contracts;

12.1.4 loss of anticipated savings;

12.1.5 loss as a result of any data protection breach;

12.1.6 loss of or damage to goodwill;

12.1.7 loss of use or corruption of software, data or information; or

12.1.8 any indirect or consequential loss.

12.2 Subject to clause 12.1, Mind's total liability to the Employer and the Employer'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 Employer to Mind for the Services provided during the 12 month period preceding the event giving rise to such liability.

13. DATA PROTECTION

13.0 Neither party will have access to other's Personal Data. Mind will not share or process any of the Employer's Personal Data as part of carrying out this Agreement or as part of providing the Services to the Employer.

- 13.1 Mind uses Qualtrics International LLC as a supplier to provide the survey platform for the Index. Qualtrics acts as a data processor on Mind's behalf to administer the survey.
- 13.2 Mind will have access to anonymised data from the Input Material provided by the Employer from which it will produce the Report and the results of the Index.

14. TERMINATION

- 14.0 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:
- 14.0.1 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
- 14.0.2 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
- 14.0.3 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
- 14.0.4 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
- 14.0.5 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
- 14.0.6 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

- 14.0.7 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
 - 14.0.8 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
 - 14.0.9 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - 14.0.10 if a Force Majeure Event continues for a period of six months after being notified by one party to the other; or
 - 14.0.11 in the case of the Employer, it does anything or omits to do something, which causes serious harm to Mind's reputation or any person that comes into contact with Mind; or it repeatedly breaches the Rules of Engagement set out in Schedule 1 or is disqualified under those Rules.
- 14.1 On termination of the Agreement for any reason:
- 14.1.1 the Employer 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;
 - 14.1.2 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.
- 14.2 The Employer has the right to terminate this Agreement and cease receiving any of Services by giving Mind one month's written notice. For the avoidance of doubt, the Fees will not be refundable except as provided by the withdrawal terms set out in paragraph 8 of Schedule 1.

15. FORCE MAJEURE

15.0 Mind will not be liable to the Employer for any delay in performing, or failure to perform, any of the obligations under this Agreement if such delay or failure results 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, epidemic or pandemic, 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 (a **“Force Majeure Event”**).

15.1 Mind shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the Employer 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.

16. NOTICES:

16.0 Subject to clause 16.2 a 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.

16.1 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.

16.2 A notice required to be given under or in connection with the Agreement shall not be validly served if sent by e-mail unless the notice has confirmed that it is willing to accept email.

17. VARIATION

17.0 Mind may, from time to time on notice, reasonably 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.

17.1 Mind and the Employer may agree upgrades and Customisations in writing.

17.2 No other variation of this Agreement shall be effective unless it is in writing and signed by both parties.

18. WAIVER

18.0 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.

18.1 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.

19. SEVERANCE

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.

20. THIRD PARTIES:

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.

21. ASSIGNMENT

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

22. ENTIRE AGREEMENT

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.

23. NO PARTNERSHIP OR AGENCY

23.0 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.

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

24. ETHICAL PLEDGE

(a) The Employer undertakes that:

(i) it does not (nor does any parent, subsidiary or and any other organisation with an interest of more than 50% in the Employer) carry out as its principal activity the manufacture of pharmaceutical drugs; and

(ii) it does not (nor does any parent, subsidiary or and any other organisation with an interest of more than 50% in the Employer) carry out activities that violate the fundamental human rights of Mind's intended beneficiaries.

(b) The Employer acknowledges that the undertaking continues during the Agreement and that it must inform Mind without delay of any change affecting its ability to comply with it.

(c) The parties are committed to challenging or combatting discrimination and social injustice.

25.

GOVERNING LAW AND JURISDICTION:

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 Employer Assessment.

- (a) The Employer Assessment commences on and takes place during the Participation Period.
- (b) The Brochure and Welcome Pack outline the requirements and timelines for the participating organisations. Employers should ensure they are familiar with the documents to support them with their submission of the Employer Assessment.
- (c) Employers taking part are responsible for the information they submit. Information should be accurate, anonymous and have been signed off internally where necessary. Employers should ensure that personal information of individuals is not submitted.
- (d) Employers acknowledge that Mind is reliant on the quality of information and evidence provided by them in order to be able to analyse and provide meaningful assessments and results.
- (e) Mind will keep any information submitted confidential in accordance with the Terms and Conditions. Employers should review Mind's privacy statement for further details about how Mind manages Personal Data, which can be found [here](#).

2. The Staff Survey

- (a) The Staff Survey will be available to all employees of the Employer during the Participation Period.
- (b) The Employer agrees to use its reasonable endeavours to achieve the response rate as set out in paragraph 5 of Schedule 1.
- (c) Employers are responsible for communicating and publicising the Staff Survey and emphasising the importance of taking part. Mind will provide a Welcome Pack and Communication Pack to support with this initiative.

- (d) The Employer is responsible for its employees making sure 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 Employer 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 Employer and the capabilities of Mind's platform provider.

3. 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 prior to the Index Awards, tentatively scheduled for late May / early June 2023.
- (c) All Employers ranked in committed to action, 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 Employer 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.

4. Project Management

- (a) All Employers 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.

- (b) The Project Manager must be able to communicate with Mind. Mind will only discuss entries with the Project Manager or other persons nominated by the Employers.

5. Required Response Rate

- (a) In any given year Employers should endeavour to obtain 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 Employers 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 Employer 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. Employer sizes are defined as follows:
 - (i) Small – up to 250 employees
 - (ii) Medium – between 251 and up to 1,000 employees
 - (iii) Large – between 1,001 and 10,000 employees
 - (iv) Very large 10,001 or more employees
- (c) Very large employers should aim for a minimum response rate of 15% across all departments. If they fail to achieve the minimum response rate, their overall score will be reduced by up to 5%.
- (d) 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%.
- (e) 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%.
- (f) 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.

6. Measuring Performance

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](#).

7. Anonymity and Confidentiality

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

8. Withdrawals

- (a) Should an Employer wish to withdraw from this Agreement then they must submit their withdrawal request to Mind for consideration as early as possible and in any event not later than two weeks from the Effective Date or 10th November (whichever is earlier). A withdrawal fee of £500 plus VAT for small sized organisations, £1,000 plus VAT for medium sized organisations, and £1,500 plus VAT for large and very large organisations, will be charged for the Services provided up to this withdrawal date (the **“Withdrawal Fees”**).
- (b) Should the Employer wish to withdraw after 8th December 2023 the full invoice amount will be due.

9. Disqualification

- (a) Mind reserves the right to disqualify Employers from the Index. Grounds for disqualification include, but are not limited to:
 - i a serious employee related event or action that takes place within an Employer's organisation prior to publication which Mind reasonably considers to have negatively affected their credibility, standing or reputation as a good employer;
 - ii the mishandling of survey or Input Materials;

- iii submissions of erroneous or invalid data; dishonesty; and
- iv the failure to comply with, or repeatedly breaching, these Rules of Engagement.

In such circumstances Mind reserves the right to retain all or part of the Fees.

- (b) Mind acting reasonably reserves the right in its absolute discretion to refuse an application to enter into the Index.

Schedule 2 Pricing and Packages

1. Fees

- (a) The fees payable by an Employer are dependent upon the size category of the organisation (see Schedule 2, Clause 2 and Schedule 3 below).
- (b) There are four categories based upon the number of employees of the organisation:
 - (i) Small organisations: <250 employees
 - (ii) Mid-sized organisations: 251-1,000 employees
 - (iii) Large organisations: 1,001-9,999 employees
 - (iv) Very large organisations: >10,000 employees
- (c) The fee (dependent on the category and package selected) will be payable within 30 days of the invoice date.

2. Package

- (a) Participation in the Surveys.
- (b) In-depth assessment report, including:
 - 1. Robust analysis;
 - 2. Your Index ranking and benchmarking verses all participants.
Two 'Sub-group' questions;
 - 3. The entire staff survey response data broken down into each and all of the 'Sub-group' questions.
 - 4. Recommendations for improvement.
 - 5. The Report will be delivered in late Spring to early Summer 2024.
- (c) Dedicated Account Manager, who will provide:
 - (i.) Delivery of assessment report;
 - (ii.) Fortnightly check-ins with your organisation throughout the Index journey

- (d) Access to best practice learning from Index participants/ and the Index Awards (i.e., the rankings received by the Employer 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'.
- (e) Access to Mind Workplace Wellbeing events including the Index Awards.

3. Designated Hours of Support

- (i) All 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 Employer receives its Report, its Account Manager will work closely with the Employer to help set milestones and put into practice recommendations set in the Report until the end of July 2024.
- (iii) The number of support hours will be at the sole discretion of Mind however to provide a non-binding indication, from Mind's previous experience, 25 hours is generally considered to be fair and reasonable for most circumstances based on the support previously provided to other clients.

4. Upgrading

Please contact your Account Manager at Mind if you wish to upgrade your package or purchase Customisation Services. Customisation Services can only be purchased within the timeframe as set out in Schedule 3.

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

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 pricing and Customisations pricing

Core pricing for Index

Size	No Of Employees	Cost
Small	20 – 250	£3,000 + VAT
Medium	251 - 1,000	£7,000 + VAT
Large	1,001 – 9,999	£12,000 + VAT
Very Large	10,000+	£16,500 + VAT

Customisations available to organisations are listed below:

Customisations	Price (exc. VAT)	Notes	Purchase by
Policy review: small/medium organisation	£1,800 / £2,400	Price dependent on size of organisation	10 th November 2023
Policy review: large / very large organisation	£2,350 / £2750	Price dependent on size of organisation	10 th November 2023
Industry Benchmarking Report	£600	Report is the same price for all sizes. Min 10 orgs in industry	June 1 st 2024
Additional Sub-group question & analysis	£480	Per question	10 th November 2023
Report delivery meeting (F2F)	£540	Same price for all organisation sizes	1 st June 2024