

## Defra Network Huddle System: Conditions of Use

This document sets out the obligations and restrictions for users of the Defra network Huddle system (the System). It defines and clarifies certain details that relate specifically to government information, and aims to serve as a reminder of pitfalls of mismanaging information.

In addition to the stipulations specific to the Defra network, by accepting these terms, you also acknowledge and are bound by the stipulations set out by Huddle, as specified below:

- [Terms and conditions](#)
- [Privacy statement](#).

Before being given access to a Workspace within the System, you must return a signed copy of this document to the Workspace Manager to confirm your acceptance of these terms.

### ***Data handling***

All information must be treated with respect; it is easy to unwittingly (or carelessly) place something on a site that causes problems relating to libel, decency, copyright, privacy or your personal reputation.

While this applies to any website or other publishing medium, additional factors apply that are specifically to government, and therefore to the System, including:

- The Freedom of Information Act 2000 (FOIA)
- The Environmental Information Regulations 2004 (EIRs)
- Other security matters.

The above are explained below.

Although access to Workspaces within the System is restricted to invited members, it is important that you are aware that theoretically, it is possible for the system to be exposed by hackers, or for another member to deliberately or inadvertently release information held on it. The System is also still subject to information and data handling laws.

Following these conditions of use will help you avoid embarrassment, being barred from the site, or in the very worst case, legal action, prosecution or even imprisonment.

### ***Protectively marked information***

The terms and conditions for the System apply to government employees as well as other users of the System. They contain a reference to protectively marked information that is not really relevant to those who do not deal with official information. This guidance is therefore for information only, so everyone understands what they are signing.

The government marks information to show how sensitive it is. This is called protective marking. There are five levels of protective marking: PROTECT, RESTRICTED, CONFIDENTIAL, SECRET and TOP SECRET. Each of these levels has an official definition.



## Defra Network Huddle System: Conditions of Use

***The Defra Huddle system should be used only for information that is, or should be:***

- Not protectively marked***
- Marked as Protect – Commercial***

***The Defra Huddle system should NOT be used for any information that is marked, or should be marked:***

- Protect – Personal (beyond the basic contact details of its users)***
- Restricted***
- Confidential***
- Secret***
- Top secret***

It should be noted that items may not be filed with the correct protect marking, so vigilance is needed to ensure that sensitive information is not stored inappropriately on the system. **Even if an item is not protectively marked, if it meets the definition of any protective marking, it is covered by the relevant Act of Parliament and must be treated accordingly.** If you see an item that you think has, or should have, a protective marking higher than those for which Huddle should be used, as defined above, you should notify the Workspace Manager immediately. Items should be protectively marked if their release would be likely to:

- cause substantial distress to an individual
- breach proper undertakings to maintain the confidentiality of information provided by third parties
- breach statutory restrictions on the disclosure of information and, depending on the severity of the circumstances:
  - cause financial loss or loss of earning potential to or facilitate improper gain or advantage for companies and individuals
  - prejudice the investigation or facilitate the commission of crime
  - disadvantage government in commercial or policy negotiations with others
  - affect diplomatic relations adversely
  - make it more difficult to maintain the operational effectiveness or security of UK or allied forces
  - impede the effective development or operation of government policies
  - undermine the proper management of the public sector and its operations.

### ***Privacy policy***

This section explains the use that Defra will make of the personal data provided by you as a member of the System and outlines your rights.

### Your consent

By contributing material to a Workspace, you are granting permission to other users with access to this site the right to see the posted material and all revisions made to that material, and the right to use this material for the purposes of collaboration or business engagement. In addition, Defra may retain the content of your material, posts and related



## Defra Network Huddle System: Conditions of Use

responses as part of its corporate record. We assume your consent to this policy by your use of the site and that your consent overrides any privacy or confidentiality claim that is generated by you or your organisation or successors. This clause has no bearing on any copyright of such material.

***Other users with access to this site will also be able to see this basic information about you.***

### Personal data

When you register for a Workspace, the registration process requires you to provide personal information (name, email address etc.). This information may be used by Huddle for the purposes of supporting and maintaining the Workspace. Otherwise, we will not pass these details on to any third party (including other UK government departments or agencies) without prior consent or reasonable attempts to obtain consent unless the law allows disclosure.

Any further details you choose to supply about yourself and your organisation, or any personal data contained in text you post on the site, is provided at your own discretion.

You or the site administrator may publish your contact details on the site for the purposes of collaboration. You retain the right to remove or amend this information, or ask for this information to be removed or amended. You expressly acknowledge and agree that Defra is not responsible or liable for the collection, use and disclosure of any information by others arising from use of the collaboration software or sites.

Defra and Huddle are able to gather statistical information about how the site is used (site usage reports). The type of data includes how often each user accesses the site, the operating system used and the type of browser employed. In addition your IP address is automatically recognised by Huddle's servers and the information is used to record the number of visits or attempted visits to the site.

This privacy statement only covers the System or its successors. This statement does not cover links within the Workspaces to other websites.

### Exclusions

The System is subject to Defra's obligations under the DPA, which may require Defra to disclose personal data to other bodies under certain circumstances as detailed in Part IV of the DPA.

All information on a Workspace will be deemed to be held by Defra and hence subject to the requirements for disclosure to the public under the FOIA and EIRs.

No material covered by external copyright may be placed on a Workspace unless these rights are clearly indicated.



# Defra Network Huddle System: Conditions of Use

## ***Changes to the policy***

Defra reserves the right to make changes to this policy, upon which users will be notified of such changes.

## ***Terms and conditions of use***

These terms and conditions are in addition to those stipulated by Huddle, which can be found [here](#).

The main aim of the System is to provide a resource for Defra, associated agencies and external bodies to communicate, work together and share experience and best practice on a good-will basis.

## **Who are 'users'?**

'Users' are any persons that accept an invite to access or contribute to a Workspace, having accepted the stipulations set out in this document. Users may represent themselves either as individuals, or as an organisation.

## ***Acceptance***

Your access and use of this service constitutes acceptance by you of the terms and conditions in force at the time of use.

As a user, you accept any obligations or restrictions on you, including but not limited to, the DPA. You acknowledge and agree that all information you post on the System is, unless stated otherwise, freely visible to all registered users of the System, and all staff working in the Defra network.

You accept that even though appropriate technical security measures have been put in place there is a residual risk that the System, and the information therein, can be compromised by hackers.

The System provides information of specific interest to the users, and often the documents will be work in progress. Defra does not accept any liability for users' use of, or interpretation of, the information contained on this System. It is the responsibility of the Workspace Manager to use their reasonable endeavours to ensure that the information contained on the System is accurate and up-to-date.

Information shared is not and should not be regarded as having been provided on a formal consultancy basis. Please note that the views expressed on a Workspace are the views of the users and are not necessarily endorsed by Defra or any other organisation.

## ***Use of material***

For the purposes of this agreement, 'material' means any digital information published on the System.

You may freely use and share the material for your own personal and non-commercial use or on behalf of your organisation within the context of the business for which it was created. You may not download or print the material, or extracts from it, in a systematic or



## Defra Network Huddle System: Conditions of Use

regular manner or otherwise so as to create a database in electronic or paper form comprising all or part of the material appearing on the System.

You may not reproduce any part of the System, transmit it to, or store it in, any website without a prior agreement in writing from the Workspace Manager.

### ***Security and privacy considerations***

You are personally responsible for the security of the username and password used by you to access the System. You must not disclose them to anyone or allow anyone else to use them to log in. To do so will constitute a breach of this agreement.

You must not add to the site any material that may breach the DPA.

You must not add any libellous, defamatory or offensive material to the System. Defra reserves the right to remove such material and revoke a user's access to the System immediately on discovery of such material.

### ***Access rights***

Access to some material may be restricted by access permissions. For further information on users and permissions you should refer to the Workspace Manager. The Workspace Manager can provide you with a list of users that would have access to the material that you might contribute.

### ***Intellectual Property***

<b>Source of the material</b>	<b>Intellectual property ownership</b>
Material originating outside of the Workspace	The original author or owner of information retains copyright but freely makes the information available for purposes of information sharing or collaboration
Documents created inside the Workspace, which are the collected efforts of more than one member of the Workspace.	This material belongs equally to all users of the Workspace
Documents created inside the Workspace, but are authored by a single individual, for example blogs.	This material, as well as contingent material such as posts or comments, belongs to the original author.
Proprietary material	The names, images and logos displayed on this Workspace, which identify Defra, other Government departments, and/or third parties are the proprietary material of the Crown and/or third parties.  Copying any of this material is not permitted without prior approval from the owner of the relevant intellectual property rights.



## Defra Network Huddle System: Conditions of Use

### ***Release of information***

All information held on the Workspace will be considered to be held by the Department for the purposes of the FOIA and the EIRs, regardless of who has added it to the Workspace, and may be released to others and thus placed in the public domain if Defra receives a request for that information, subject to any exemptions which may apply. As part of its consideration of whether to release documents, the Department will, where relevant, consult the appropriate collaborator about what harm or prejudice, if any, might result if the information is released.

Any information held on the Workspace may be copied to the Defra archive, and from there may be released to others and placed in the public domain if Defra receives a request on the same basis as above, or passed to the National Archives and eventually released under the '30-year rule' as such rule may be amended from time to time.

All personal data added to the Workspace will be subject to the DPA and will be subject to potential release under a Section 7 Subject Access Request from the person to whom the data relate. Other provisions of the Act may also require disclosure to other parties. The personal data may also be subject to correction, deletion or blocking under the Act.

### ***Registration***

Responsibility for authenticating users rests with the Workspace Manager. As a user of this Workspace, you undertake that all details and representations you provide to the Workspace Manager for the purpose of registering are correct.

If for any reason you have not complied with these requirements, the Workspace Manager may revoke their access to the System with immediate effect.

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

For comments or queries about these terms and conditions please contact [antonio.acuna@defra.gsi.gov.uk](mailto:antonio.acuna@defra.gsi.gov.uk).

