

PROVIDER REFERRALS AND PAYMENTS SYSTEM

The DWP's Online System for automated referrals and payments

Terms & Conditions of Use

The Provider hereby acknowledges that it has read, understood and will comply with the following Terms & Conditions of Use.

1. Definitions

“Action Plan” means the record created by Jobcentre Plus specific to each Applicant; an Action Plan includes all correspondence exchanged, details of interviews with the Applicant at the Jobcentre Plus offices and proposals for the Applicant's job-seeking activities.

“Applicant” means a person (also referred to as a customer) who is referred to a Provider by Jobcentre Plus.

“Applicant's Data” means an Applicant's personal data including his/her name, address, date of birth and National Insurance number and the Applicant's Action Plan.

“DWP” means the Department of Work and Pensions, the Government department which is responsible for and which funds Jobcentre Plus. The DWP is the successor of the Department of Social Services and is responsible for the provision of pensions, disability, carers and job seekers' services for England and Wales.

“Government Gateway” means the electronic gateway which a Provider uses to log-on to the PRaP System in order to receive and respond to a reply to an advertisement from an Applicant via Jobcentre Plus.

“Jobcentre Plus” means the government agency which supports people of working age from welfare into work, and helps employers to fill their vacancies.

“PRaP System website” means the online web-based system created by the DWP for use by Providers for accepting customers referred by Jobcentre Plus, for notifying Jobcentre Plus of start and end dates on provision and for claiming payments when an outcome is achieved.

“Provider” means an organisation, company or individual who has a contract with DWP to supply a training or employment programme.

“Referral” means a submission of a customer by Jobcentre Plus to a Provider to undertake or participate in a training or employment programme.

2. Access to the PRaP System website

2.1 The Provider must complete the registration process required by the Government Gateway before seeking access to the PRaP System website including the creation of passwords both for the Government Gateway and the PRaP System website, and may only use the access provided by these passwords to gain access to the PRaP System website. The Provider shall supply the DWP with the names, job titles and a description of the responsibilities of each member of its staff who will require access to the PRaP System website. The DWP will set-up each member of staff's access to the PRaP System website in accordance with the information supplied by the Provider. The Provider is responsible and accountable for all use of its passwords and must take sensible measures to protect them.

- 2.2 Access to the PRaP System website by anyone other than the Provider or its authorised staff is prohibited. The Provider will not, and will ensure that its staff will not, allow any other member of its staff or any third party who has not been granted access to the PRaP System website by the DWP to gain access to the PRaP System website.

3. Data Protection

- 3.1 For the purposes of these Terms and Conditions of Use the DWP is the Data Controller and the Provider is the Data Processor, both terms having the meanings set out in the Data Protection Act 1998 ("**the Act**").
- 3.2 The Provider shall process the Applicant's Data in accordance with the provisions of the Act and shall implement appropriate technical and organisational measures to protect the Applicant's Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Applicant's Data and having regard to the nature of the Applicant's Data which is to be protected.
- 3.3 The Provider shall take reasonable steps to ensure the reliability of any staff that have access to the Applicant's Data and shall ensure that all staff required to access the Applicant's Data are informed of the confidential nature of the Applicant's Data and comply with the obligations set out in this clause 3.

4. Limitation of Liability

- 4.1 The DWP reserves the right without notice to disable or discontinue the PRaP System website. This may be for the purpose of routine maintenance or other reasons, or as part of an emergency termination of electronic computer communications designed to protect resources from illegal access or other damage.
- 4.2 In the event of an unanticipated service failure the DWP will endeavour to restore the PRaP System website to normal operating conditions as quickly as possible. Temporary disruption of the PRaP System will not constitute termination under these Terms and Conditions of Use or relieve the Provider of its general obligations.
- 4.3 The DWP accepts no responsibility for any loss, damage or inconvenience of any kind, except for death or personal injury which is the result of the negligence of the DWP, which the Provider may suffer as a result of its use of the PRaP System website. By using the PRaP System website the Provider specifically accepts all legal and general liability for any loss that may arise from such use.

5. Copyright

- 5.1 All content included on the PRaP System website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software, is the property of the DWP and is protected by United Kingdom and international copyright, authors' rights and database right laws. The compilation of all content on the PRaP System website is the exclusive property of the DWP and is protected by United Kingdom and international copyright and database right laws.
- 5.2 The Provider may not systematically extract and/or reutilise parts of the PRaP System website without the DWP's express prior written consent. In particular, the Provider may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for reutilisation any substantial parts of the PRaP System website, without the

DWP's express prior written consent. The Provider may not create and/or publish its own database that features substantial parts of the PRaP System website without the DWP's express prior written consent.

6. Misuse by the Provider

6.1 The Provider, or its staff, may not seek access to the PRaP System website from anywhere other than the Provider's own premises.

6.2 Any unauthorised attempt to gain access to or modify computer system information or to interfere with normal system operations, whether on DWP computer systems or on networks accessible from the PRaP System website, may result in the suspension or termination of the Provider's access. The Provider should be aware that the DWP monitors the PRaP System website and any misuse, including unauthorised access or disclosure of Applicants' Data may result in criminal proceedings being brought against the Provider.

6.3 Without prejudice to clause 6.2 above, the Provider shall not:

6.3.1 resell or make commercial use of the PRaP System website or its contents;

6.3.2 make any derivative use of the PRaP System website or its contents;

6.3.3 download or copy any Applicant's Data for the benefit of a third party;

6.3.4 make use of data mining, robots or similar data gathering and extraction tools;

6.3.5 download any worm, cancelbot, Trojan horse, virus or any other malware onto the PRaP System website.

6.4 The Provider may not reproduce, duplicate, copy, sell, resell, visit or otherwise exploit for any commercial purpose the PRaP System website or any portion of the PRaP System website without the DWP's express prior written consent.

6.5 The Provider shall only use the PRaP System website for lawful purposes. The Provider shall not use the PRaP System website:

6.5.1 for fraudulent purposes, or in connection with a criminal offence or other unlawful activity;

6.5.2 to send, use or reuse any material that is:

- i. illegal, offensive, abusive, indecent, defamatory, obscene or menacing; or
- ii. in breach of copyright, trademark, confidence, privacy or any other right; or
- iii. otherwise injurious to third parties; or
- iv. objectionable; or
- v. material which consists of or contains political campaigning, commercial solicitation, chain letters, mass mailings or 'spam' to cause annoyance, inconvenience or needless anxiety.

7. Termination

7.1 The DWP may, at its absolute discretion, terminate the Provider's access rights to the PRaP System website for any reason and in particular where the Provider is in breach of these Terms and Conditions of Use.

8. Complaints

- 8.1 The DWP has a complaints policy which can be found at <http://www.dwp.gov.uk/supplying-dwp/purchasing-in-dwp/dwp-commercial-complaints/>, complaints by the Provider concerning PRaP should be addressed to prap.support@dwp.gsi.gov.uk . The DWP will respond in writing to a complaint received from the Provider no later than ten days after receipt.
- 8.2 In the event that the Provider is dissatisfied with or disputes or disagrees with the DWP's response to its complaint the DWP and the Provider will jointly seek to resolve the dispute or disagreement by mediation using the services of a mediator appointed by the Centre for Effective Dispute Resolution prior to the initiation of any proceedings in the Courts.

9. Governing Law and Jurisdiction

- 9.1 These Terms and Conditions of Use shall be governed by and construed in accordance with the Laws of England and Wales, and the DWP and the Provider hereby expressly agree to submit to the exclusive jurisdiction of the Courts of England and Wales.