

## Insight Engagement: Contract of Services

### 1. Purpose of contract

The purpose of this contract is to clarify services to be provided by Quality Matters to **client**, namely the provision of a report/s based on the insight engagement survey. The contract also outlines that the **client** will permit use of their data to contribute anonymously to the insight engagement benchmark data set, and that this data set may be used in reports and for research purposes.

### 2. Parties of the Contract

This contract is between the following parties:

Service Provider (hereafter QM)	Contractor (hereafter) <b>Client</b>
<i>Quality Matters Ltd., 24 Mountjoy Square East Dublin 1 01 872 0030 www.qualitymatters.ie</i>	<b>Client</b>

Date: xx/xx/xxxx

### 3. Principles

- Confidentiality will be managed in line with good practice, all use of **client** data will be only for the purposes of (1) providing the required reports to client, and (2) contributing anonymous data to the benchmark dataset.
- All aspects of the project will be undertaken in a professional manner
- Disputes, should they arise, will be resolved as close to source and as soon as possible

### 4. Commitments of QM

- To provide a standard email with a link to the Engagement Insight survey, that **client** can email to their team.
- While the survey is live to provide weekly updates on completion rates, to facilitate the client to decide when they have a sufficient percentage of staff engagement and the survey can be closed
- To provide the client with the agreed reports within 3 weeks of survey closure.
- To answer any queries throughout the process on the email philip@insightengagement.ie
- To manage **client** data in the strictest confidence, and to high standards of GDPR (See section on Confidentiality and Data Use).
- To keep the information confidential that **client** has used this service, i.e. this information will never be shared outside the team.

### 5. Commitments of **client**

- To send staff the anonymous survey link provided. Staff should also be encouraged to complete this survey by their line management.
- To agree for us to use your survey data for:
  - The production of your organisation's report
  - The creation of a sectoral benchmark (see additional information below)
  - Any additional validation studies or research projects using the anonymous data set
- To communicate in a timely manner to QM team any issues, technical or other related to the data collection.

## 6. About the use of your data in the benchmark

The benchmark data set is a file with all the results of all organisational insight engagement survey results. This provides an aggregate sector data set that individual organisational results can be compared to. The benchmark helps organisations in the sector understand how they compare to their peers. A key aspect of the Insight Engagement approach is that services who receive the service also contribute their data to the benchmark, therefore benefiting the broader sector. However, there is a process for you to request your data to be removed from the benchmark dataset, if you are unhappy with the service for any reason.

To protect your organisational confidentiality and anonymity the following procedures are in place:

- *Organisation anonymity:* QM will not disclose which organisations have engaged with this tool or process, except with express permission of the service, i.e. a combined presentation on learning from use of the tool.
- *Anonymity:* the benchmark is aggregate, there is no way for any readers of any reports to tell which organisations have their data included in the benchmark.
- *Future refinement of the benchmark:* The goal is, over time, to have sufficient numbers of services engaged so that benchmarking can be viewed by sub categories, such as organisation size and service type (these categories are aligned to those used in Pay and benefits Surveys). Benchmarking data sub categories will only be used when there are 5 organisations and at least 400 staff in each category. As with all aspects of the benchmark, data subsets (i.e. disability services, community develop services, services with 0 – 20 staff, services with 21 – 50 staff) will never include participating organisation names or any other identifying information. This is to ensure that your organisational data is always protected and confidential.
- *Organisation request to withdraw data from the dataset:* If your organisation is unhappy with any aspect of the service, you can request, through written letter or email, that your data be removed from the benchmark dataset. In this case it will be removed within two weeks, and will not be used in any new benchmarks for reports developed after this point. We will confirm this with you in writing. There is no provision to withdraw data used in previously published work or reports.
- *Research:* research projects may be undertaken to contribute to a better understanding of the factors that support improvements in staff engagement. By signing this contract for services you are agreeing to your data being used in research that utilises the full anonymous benchmark data set. If research is undertaken the results will be provided to the sector, and you will have access to this work. In research such as this no organisations will ever be named to ensure confidentiality. If research falls outside this clear parameter (i.e. utilises the anonymous benchmark data set) then we will seek explicit written permission from you for your involvement.

## 7. Organisation Confidentiality and Data Use

QM team has a long history of strict management of organisational data and operates to the strictest standards of data management. We will ensure the process is as secure as possible for the organisations and their staff. The management and use of data will observe the following guidelines:

- *Anonymous individual responses:* staff individual responses are anonymous. The tool does not collect identifiable personal data.
- *Password protected files:* data will be safely stored in password protected folders.
- *Organisational confidentiality:* data and reporting of one given particular organisation will be shared solely with staff from the organisation in question and never passed on to third parties.
- *Informed Consent:* informed consent for the collection and data use is provided by the organisation through this agreement. The organisation is to clarify to staff that the tool is voluntary. The introduction to the tool will also clarify its purpose and that is anonymous, staff completion is taken to provide consent for data use.
- Only two designated staff in QM are internally approved to look at Insight Engagement organisational reports. If, in the unlikely case that a problem arises, a manager may also review the report. These rules are in place to reduce the number of people with knowledge of your organisational results. All staff are bound by strict organisational confidentiality rules in relation to never discussing any work product outside of the client / consultant relationship.

## 8. Intellectual Property

- The participating organisation will retain copyright on the report made available by QM in relation to its organisational data. Without prejudice to the organisations ownership of the intellectual property deriving from this work, QM may refer to aggregate data in academic texts in an anonymised fashion.

- Reporting in relation to aggregated data from the sector as a whole as well as findings or other such works arising from the research will remain intellectual property of QM.
- QM shall be given credit, and all individual authors shall be listed on the title or inside page of any resource or report published.

#### **9. Limitations of QM service provision and professional advice**

- QM will not provide tailored recommendations to organisations on the resulting data as part of this agreement. However we can, if requested, provide general guidance on utilising the findings to agree actions to improve staff engagement, through a phone call with a senior manager in the organisation. Additional consultancy services to can be provided as a separate service.

#### **10. Limitations of liability and jurisdiction**

In the conduct of the work stipulated by the organisation's this contract, where any damage whatsoever is caused by breach of contract or negligence, other than wilful negligence or malicious conduct, the organisations' liability will be limited to the contract price. This contract shall be governed by the laws of Ireland. No claim shall be litigated in any court prior to the option of mediation having been exhausted. In the event that litigation is initiated, the courts of Ireland shall have jurisdiction.

#### **11. Deliverables and Costs**

The reports to be provided are:

The costs for these reports are (including VAT): €0.00