



Parent Know How Directory Terms and conditions for local authorities to upload to Parent Know How Directory

Notes and guidance Version 2.00

A. Introduction

The Department has created terms and conditions that define the roles and responsibilities of the Department and local authorities in relation to the exchange and publication of information between them and its onwards dissemination by the Parent Know How Directory.

The terms and conditions of upload and these notes and guidance do not address the reuse and publication by local authorities of information held in the Parent Know How Directory. These are covered by the separate *Parent Know How Directory terms and conditions for channel partners*, which govern the use of the Directory's search and discovery web service.

The latest version of the terms and conditions and these notes and guidance are available for download from the Parent Know How Directory support service at www.pkhdsupport.org.uk in the documents section under the heading 'Terms and conditions'¹.

Version 1.02 of the terms and conditions and associated notes and guidance were developed in consultation with NAFIS and FISs. They addressed all issues that had been raised to us by authorities and NAFIS in relation to earlier versions.

We are now issuing version 2.00 as the definitive agreed terms and conditions for uploading to the Parent Know How Directory. This version includes only one amendment to version 1.02: clause 19 has been refined to reduce liability on local authorities. See Section I (Document History) for details.

We welcome feedback on them to the Directory mailbox (parentknowhow.directory@dcsf.gsi.gov.uk).

¹ <http://www.pkhdsupport.org.uk/default.aspx?page=articles>

B. How to use this document

This document contains the following further sections:

- C. Understanding information reuse and channels
- D. Understanding how intellectual property rights apply to directories
- E. For authorities whose FIS is delivered by another organisation
- F. Commentary on the terms and conditions
- G. How to confirm your acceptance
- H. How to notify us of your contact information
- I. Document history

As in the terms and conditions themselves for ease of reading, where it says 'we', 'us' or 'our' refers to the Department. Similarly, 'you' and 'your' refers to a local authority being bound by these terms.

References to 'paragraphs' are paragraphs in version 2.00 of the terms and conditions.

C. Understanding information reuse and channels

The background section of the terms and conditions define 'Channel Partners'. This section gives an explanation of this key concept.

Departmental policy

Our aim is to provide all parents in England with easy access to relevant Parent Know How Directory information and Directory-enabled services.

To ensure as many parents use and benefit from the service as possible, the Directory needs to fit with where and how they live their lives:

- it needs to be where they are when they need it
- different services 'powered by' the Directory need to fulfil different parents' needs
- it needs to be integrated into parental support offering from a range of providers.

Research has shown that only a small proportion of parents currently use Families Information Services as sources of information. We also recognise that a substantial proportion of parents will not use 'government' websites to access information about families or parenting.

In the same way that the Parent Know How programme as a whole works through partnerships with key third and private sector organisations² the Parent Know How Directory makes information within the Directory available – under certain conditions – to public, third and private sector partners who can help our information reach more parents. These partners are called Channel Partners.

Cross-government policy

The use of multiple channels to reach parents is part of the Department's commitment to Modernising Government and Public Service Reform³.

Parent Know How Digital Services⁴ already are using the power of social media and online communities to support parents. In line with the Government's acceptance of recommendation 2 of the Power of Information Review Task Force, the Department plans to embed the Directory within pre-existing social media and online communities whether these are run by volunteers, the third sector or a private enterprise.

² <http://www.dcsf.gov.uk/parentknowhow/>

³ http://www.cabinetoffice.gov.uk/public_service_reform/contact_council/resources/channel_strategy.aspx

⁴ <http://www.dcsf.gov.uk/parentknowhow/digital.shtml>

Public sector information reuse

Both the Department and local authorities fall under the requirements of the Reuse of Public Sector Information Regulations⁵ (PSI regulations). Because you collect and make available your ECD and FSD information under the statutory duty of Section 12 of the Childcare Act 2006 their production are part of your 'public task' and the information is therefore covered by these regulations.

You could choose to licence your information directly under these regulations. However, information for your area only on its own, without the equivalent information for neighbouring authorities and relevant national services, would not be of much use to parents or of sufficient interest to most potential re-users.

By providing the Directory and the legal framework of these terms and conditions and those for channel partners, the Department is enabling you to permit the reuse of your information in such a way that it positively impacts parents and families and is a useful addition to the existing information services of potential re-users.

We can refuse to permit reuse to an organisation if we are not satisfied that an applicant is suitable or that giving consent would not contribute to the fulfilment of our policy objectives. Under the PSI regulations, we have to give reasons for refusal, and must treat public, not-for-profit and commercial organisations equally for the same kind of reuse.

Using multiple channels to reach more parents

The Childcarelink service – which the Directory in part replaces – had a 'Channel Programme' which included AOL, BBC, BT, Lloyds Pharmacy, Mothercare, MSN, Tesco, UpMyStreet and Virgin, as well as a number of government sites including Directgov. Childcarelink was included in a number of touchscreen and kiosk services.

We intend to build on the Childcarelink Channel Programme to further extend the reach and impact of the work of Families Information Services and the Directory.

Internet technologies and the general public's expectations of digital media have radically changed since the Childcarelink service was set up. In designing the Directory we have been able to make use of the latest 'web services' to embed searches and results from the Directory into a wide range of online, mobile and other digital services.

This significantly improves the experience for users who no longer have to click on a link and go to another website. Instead, they can access the information

⁵ <http://www.opsi.gov.uk/advice/psi-regulations/index>

they want then and there within the web page, touchscreen display or mobile device that they are using.

With the advent of low cost printing in many voluntary and community settings, we can also permit – again under certain conditions – the reuse of the information contained in the Directory.

Improving information quality for parents

Many Families Information Services flagged to the Department that a number of websites copy and paste or ‘screen scrape’⁶ information from their websites, Directgov or formerly Childcarelink to populate their own websites with childcare information. This copied information often became out of date because the owners of the sites did not update or quality assure the information. As a result, parents were using incorrect information and providers who were no longer operating received enquiries.

In addition, some organisations using printouts from childcare directories inadvertently give out of date information to parents. They do not realise that the information contained in the printouts dates from some time ago.

By adopting a licensed approach to Channel Partners, the Department aims to significantly increase the quality and currency of information made available to parents about childcare and families services by third parties.

Accessing the information within the Directory using its search and discovery web service will be much easier for channels than copying and pasting, manually retyping or ‘screen scraping’ without permission. However, to obtain access to the web service, organisations will need to sign up to certain terms and conditions which will prevent misuse and significantly reduce the risk of inaccurate information reaching parents.

Section F3 of this document explains more about the obligations put on Channel Partners.

D. Understanding how intellectual property rights apply to directories

When does copyright exist?

The contents of databases - such as a directory - may be subject to copyright law in the same way as a literary work. Copyright in textual content exists automatically as long as the arrangement or selection is original in some way. We consider that the arrangement of information as an ECD or FSD record according to the schemas is sufficiently original to attract copyright. Copyright exists regardless of whether information is stored on paper or electronically.

⁶ A process whereby information is automatically taken from web pages and put into a computer system.

No copyright exists in names, addresses and contact information. However, copyright does exist in the description of a service and other information about that service.

What are database rights?

Databases where there has been a substantial investment in obtaining, verifying or presenting its contents also attract rights, known as database rights.

These stop people simply copying information from a directory without obtaining the permission of the rights owner.

Who owns what?

Your authority will own any copyright and database rights that arise from your employees creating or collecting information whilst working on your behalf. However, copyright in some of the information they collect could belong to someone else, especially if it is taken from another organisation or publication. Also, if your employees copy significant parts of a database or directory that you do not own, any database rights in that information may belong to someone else. You should make sure that your employees tell you in either case.

Any copyright and database rights in work done for you by volunteers, individual contractors (not employed) or organisations contracted or grant-aided by you is not automatically assigned to you. If anyone such as a third sector organisation donates information to you, they (or someone else) may still own the rights in that information.

The copyright of information supplied to you by providers of services themselves (other than their names and contact information) will normally belong to those providers.

E. For authorities whose FIS is delivered by another organisation

If you are a local authority where your Families Information Service is managed by another organisation (such as a third sector body) on your behalf, you must ensure that they are required under your agreement with them to fulfil your obligations under these terms and conditions, particularly regarding intellectual property rights, Data Protection and feedback from users.

See section H of this document for notes on how you can nominate a contact at your FIS delivery partner organisation as the contact under these terms and conditions.

F. Commentary on the terms and conditions

1. Collecting and uploading childcare information (paragraphs 1-5)

Frequency of upload (paragraphs 2-3)

The new Ofsted data feed will provide a complete daily update. This supersedes the fortnightly feed previously available from the ChIS service.

Descriptions of this new arrangement have been included in Department, FIS Development Project and NAFIS events and communications over the past 18 months. It is reflected in section 2.1.1 of the *Protocol between Ofsted and local authorities on sharing information about childcare providers*⁷.

The frequency of upload of childcare information is in line with Ofsted's protocol. Our objective is to ensure that the Directory is never more than one working day out of sync from your local ECD information.

For the avoidance of doubt, you do **not** need to:

- update your ECD information within one working day of receiving an update from Ofsted or a childcare provider themselves
- upload your ECD information every working day to the Directory.

Instead, what we require is that *whenever you have made a change to your locally held ECD information*, you upload this change to the Directory within one working day. You need to be satisfied that each change is suitable for publication under paragraph 18.

What to do with issues regarding information or providers (paragraphs 4-5)

We do not expect local authorities to forward to the Directory any data which they know to be incorrect. Your local system should allow you to decide whether to include each data change from Ofsted. It should also allow you to prevent a record being uploaded to the Parent Know How Directory, for example in cases where you are not satisfied with the quality of the information in that record or have concerns about the provider it describes.

In addition, if you have any reason to believe that a record should not be published then you should not do so. This is important because as long as you comply with paragraph 4 then you will not be liable for the publication of the Ofsted Information under paragraph 19.

The Ofsted Protocol outlines in sections 2.1.6, 2.1.8, 2.1.9 and 2.2.1 the new process and mechanisms through which local authorities can feed back issues

⁷ <http://www.ofsted.gov.uk/Ofsted-home/Forms-and-guidance/Browse-all-by/Other/General/Protocols-between-Ofsted-and-other-organisations/%28language%29/eng-GB>

about data quality or childcare providers themselves to Ofsted. Section 2.2.12 requires local authorities to feed back to Ofsted any changes in providers' contact details.

Local authorities must not amend any data that Ofsted provides to them. Instead any inconsistencies, misspelling and other data issues must be fed back to Ofsted (by the relevant childcare provider) for correction at source under the procedures outlined in the Ofsted Protocol.

2. Update of families services information (paragraphs 6-7)

Our objective is to ensure that the Directory is never more than one working day out of sync from your local FSD information.

For the avoidance of doubt, you do **not** need to:

- update your FSD information within one working day of receiving new information about a provider
- upload your FSD information every working day to the Directory.

Instead, what we require is that *whenever you have made a change to your locally held FSD information*, you upload this change to the Directory within one working day. You need to be satisfied that each change is suitable for publication under paragraph 18.

3. Publishing and reuse (paragraphs 8-10)

For an explanation of information reuse and channels, see section C of this document.

How we will use your information

Paragraph 8 sets out all the ways that the Department will use the information that you upload to the Directory to manage the service and itself make information available to parents and those that support them.

It also grants us permission to make your information available to duly authorised Channel Partners. Under paragraph 10, we cannot charge for this information. Neither can they.

Conditions of use for Channel Partners

We commit under paragraph 9 to put certain restrictions on the use of your information by duly authorised Channel Partners.

These are set out in the separate *Parent Know How Directory terms and conditions for channel partners*, which govern the use of the Directory's search and discovery web service.

We will also require them under these Channel Partner terms and conditions to:

- include the Parent Know How Directory 'badge' included in the Parent Know How Design Guidelines available in the 'Marketing Support' section of the Parent Know How support website at www.pkhdsupport.org.uk
- provide mechanisms for users to give feedback to the sources of information (the Department, local authorities and other information providers) in cases where it is inaccurate or inappropriate or where they have a safeguarding concern
- put 'health warnings' on any printed versions of the information alongside the date of extraction from the Directory and a recommendation to contact the local FIS for up-to-date information.

4. Intellectual property rights (paragraphs 11-12)

An explanation of how intellectual property rights (for example, copyright) apply to directories is included in section D of this document.

Your obligations

As a matter of course, regardless of the existence of Parent Know How Directory, you would need to make sure that you either own the rights in or have the right to use and publish information that you include in your Enhanced Childcare and Families Services Directories.

Because you are uploading information to the Parent Know How Directory, you need to have ensured that you have the right to do this and that we have the right to publish the information and allow its reuse by duly authorised Channel Partners.

How to ensure that you and we can use the information

You should therefore include an automatic assignment of copyright to you in all contracts and agreements that you enter into with volunteers, individual contractors or organisations and in all grant documents. You can make this assignment part of the terms and conditions that you place on providers of childcare or families services supplying information about themselves to you.

Box 1: Uses of ECD and FSD information

- All the uses to which you are going to put the information including delivering your Families Information Services (including using it within your directories, making it available to parents, providing brokerage services) and assessing the sufficiency of childcare services etc
- Your uploading it to the Parent Know How Directory
- Our uses of the information as set out in paragraph 8
- Us making it available to duly authorised Channel Partners as set out in paragraphs 8 (e), 8(f), 9 and 10.
- Channel Partners using it subject to the conditions in paragraphs 8 and 9

If the copyright and/or database rights in any information are (for whatever reason) not owned by you and are not covered by the automatic assignment mentioned above, you should seek from their owner an assignment of these rights.

If that is not possible, you need to obtain from them their consent for the uses set out in Box 1.

This consent (or 'licence') can be obtained by gaining the agreement of the individual or organisation concerned for the uses listed above. It can be part of a standard consent form that you use to collect information. Alternatively, you could include consent wording within the terms and conditions of self-service systems for providers to update their own information. Confirmation of agreement to such consent could be requested and received by email.

5. Data protection (paragraphs 13-16)

Inclusion of personal or sensitive personal data

Some ECD and FSD records may contain personal data. This could be someone's name, email or home address and other contact details. It could also appear in a description of the services being provided by an individual (as opposed to an organisation).

They could also – by reason of a person's involvement delivering in a particular activity or otherwise – contain sensitive personal data pertaining to a person's racial or ethnic origin, their political opinions, religious beliefs, their physical or mental health or condition or sexual life, for example.

Your Data Protection compliance

Therefore some of the information that providers supply to you may be covered by Data Protection legislation.

As a 'Data Controller' under the Data Protection Act 1998 you need to have developed your own procedures and documentation regarding the handling of this personal data. Your attention is drawn to sections 7.10 and 7.11 of the statutory guidance on the Section 12 duty – *Duty to provide information, advice and assistance: Guidance for local authorities*.

The Department cannot advise you on your Data Protection compliance, as it is itself a Data Controller of the same information being held within the Directory. You should consult your authority's legal and Data Protection advisors on this matter.

Our Data Protection compliance

In order for the Department to be compliant and to fulfil your obligations under paragraph 14, we would expect you at the minimum to obtain consent for the use of personal data and sensitive personal data by yourselves, the Department and Channel Partners for the uses set out in Box 1 and for the purposes set out in paragraph 8.

As was previously provided by Childcarelink, we will maintain online an up to date list of all the Channel Partners who have been authorised by the Department and the scope of their reuse of information.

In paragraph 15, we commit to both being compliant in our usage and also requiring under their terms and conditions Channel Partners to be compliant and only use the information as defined in paragraphs 8-10.

6. Contact information (paragraphs 16-17)

All information uploaded to the Directory will be visible to the public through a variety of duly authorised Channel Partners, including third party websites. As users search for information through these websites they may notice issues with data or provision that they would wish to feed back to you.

In order to ensure that any queries about your information can be fed back to you in the most efficient way we need to keep a note of the appropriate contact details within your Families Information Service.

For how to do this, and thereby fulfil your obligations under paragraph 15 of the terms and conditions, see section H of this document.

7. Responsibility for information (paragraphs 18-21)

Under paragraph 18, you are responsible for publication of your information.

Under paragraph 19, you protect us from the liability that arises from the publication of your information.

You are liable for the publication of Ofsted Information only to the extent that you:

- wrongly publish information which Ofsted is statutorily obliged to disclose to you but which you should not publish (for example, records to which 'special considerations' apply or for a provider who has requested that you not publish their information)
- publish Ofsted Information which you have reason to believe may be incorrect or not suitable for publication (contrary to your obligation in paragraph 4)

The only circumstances in which we would amend your information is to suspend a record from being published if we believed that it might give rise to a liability for you or us, as described in paragraph 20. We would inform you immediately on doing this as described in paragraph 21.

8. Feedback from users (paragraphs 22-24)

Paragraphs 23 (a), (e) and 24 (a) require you to communicate with a user if you have their email address. Paragraph 24 (e) requires you to communicate with a user by any of the contact details that have been supplied to you.

9. Quality assurance (paragraphs 25-26)

In order to ensure that every record has a defined value for the Quality Assurance field, as required by paragraph 26, many authorities have asked their vendors to assign a default value of 'unknown' to all records.

They then can amend and update this value as they undertake periodical reviews of their ECD and FSD information.

10. Variation (paragraph 27)

Updates to, acceptance of and variations agreed between you and us to these terms and conditions will be by email only.

G. How to confirm your acceptance

If you have already confirmed your acceptance of an earlier version of the *Terms and conditions for local authorities to upload to Parent Know How Directory* and have no queries or concerns regarding the amendments made within version 2.00, you do not need to do anything – your previous acceptance will automatically transfer to version 2.00 after 30 days.

If you have not confirmed acceptance of an earlier version you should either contact the Parent Know How Directory team (parentknowhow.directory@dcsf.gsi.gov.uk) stating any queries or concerns with version 2.00, or confirm your acceptance as below.

To confirm your acceptance of the *Terms and conditions for local authorities to upload to Parent Know How Directory* please send an email message to the Directory mailbox (parentknowhow.directory@dcsf.gsi.gov.uk) from the mailbox of a suitably authorised representative of the local authority.

The message should contain the following statement:

On behalf of <enter local authority name here> I confirm acceptance of the Terms and conditions for local authorities to upload to Parent Know

How Directory (v2.00). I also confirm that I am authorised to sign on behalf of <enter local authority name here>.

It is a matter of internal policies and procedures within each local authority who is authorised to agree on behalf of the authority. The Department does not require a particular job role or seniority of staff member to agree the terms and conditions.

Waiver for consent for Channel Partners

Some authorities have expressed concerns that they may not have secured sufficient consent from some providers to permit non-government Channel Partners to use their information.

For such authorities, we will grant the following waiver:

to remove sub-paragraphs e and f from paragraph 8

This waiver is granted on the express understanding that you will obtain the necessary consents to be compliant with the unamended paragraph in full by a date that you notify to us by return. This date must be no later than 1 December 2009. The waiver will lapse on the agreed date.

To confirm acceptance of the *Terms and conditions for local authorities to upload to Parent Know How Directory* with this waiver, please send an email message to the Directory mailbox (parentknowhow.directory@dcsf.gsi.gov.uk;) from the mailbox of a suitably authorised representative of the local authority.

The message should contain the following statement:

On behalf of <enter local authority name here> I confirm acceptance of the Terms and conditions for local authorities to upload to Parent Know How Directory (v2.00) with the waiver for consent for non-government channels. I confirm that we will obtain the necessary consents such that we no longer require this waiver by <enter date before 1 December 2009>. I also confirm that I am authorised to sign on behalf of <enter local authority name here>.

Waiver for consent for no childcare records

If you have not yet signed the PKHD terms and conditions because your systems are not ready to upload childcare records, as an interim step you can accept the terms and conditions for FSD information only by responding to this email address stating:

On behalf of <enter local authority name here> I confirm acceptance of the Terms and conditions for local authorities to upload to Parent Know How Directory (v2.00) with paragraphs 1-3 waived until further notice. I

confirm that we will not upload any ECD information to the PKH Directory live system unless and until we have written to confirm that we do accept the terms and conditions in full. I also confirm that I am authorised to sign on behalf of <enter local authority name here>.

Waiver for consent for no family services records

If you have not yet signed the PKHD terms and conditions because your systems are not ready to upload FSD records, as an interim step you can accept the terms and conditions for childcare information only by responding to this email address stating:

On behalf of <enter local authority name here> I confirm acceptance of the Terms and conditions for local authorities to upload to Parent Know How Directory (v2.00) with paragraphs 6 and 7 waived until further notice. I confirm that we will not upload any FSD information to the PKH Directory live system unless and until we have written to confirm that we do accept the terms and conditions in full. I also confirm that I am authorised to sign on behalf of <enter local authority name here>.

H. How to notify us of your contact information

Send an email to the Department's Parent Know How Directory mailbox (parentknowhow.directory@dcsf.gsi.gov.uk) with subject line "Parent Know How Directory contact information notification".

The message should contain the following statement:

On behalf of <enter local authority name here> I confirm under paragraph 15 of the Terms and conditions of upload to Parent Know How Directory for local authorities our contact information:

Contact Phone: <enter phone number with full STD code here>

Contact Email: <enter email address here>

<enter name of person supplying information here>

You can use this format of email for the first time that you notify us and for all subsequent updates to your contact information.

If you are a local authority where your Families Information Service is managed by another organisation (such as a third sector body) on your behalf, you can nominate contact information for someone in that other organisation. In this case, the person sending the email needs to be from the local authority not from the 'contracted out' FIS.

I. Document history

Notes and guidance

V1.01a	2009-08-28	First version issued in tandem with v1.01 of the terms and conditions of upload (there was no v1.00 of the notes and guidance)
V1.02	2009-09-16	The following content was added: <ul style="list-style-type: none"> • document histories for the terms and conditions and notes and guidance • introductory text • explanation of information reuse and channels • clarification regarding upload frequencies • specific references to parts of Ofsted protocol in childcare information section • specific references to statutory guidance for data protection section • further detail regarding Data Protection requirements • clarifications regarding the Department's right to suspend publication of information • how to provide contact information to the Department • who can and how to confirm acceptance without and with waivers
V2.00	200909-18	The following content was added: <ul style="list-style-type: none"> • explanation of a waiver to allow local authorities to upload childcare (ECD) records without waiting until ready to upload FSD records

Terms and conditions

V1.00	2009-08-14	First version issued publicly
V1.01	2009-08-28	Relaxation of upload frequency Additional detail for licensing of information
V1.02	2009-09-30	Clarifications re liability for Ofsted Information Expansion of publishing and reuse section Requirement for assignment to Crown removed Additional detail for Data Protection requirements and obligations Clarification of Department's right to suspend records
V2.00	2009-09-17	Amendment to paragraph 19, to reduce the local authority liability. The new paragraph, with additional text highlighted in bold type, reads as follows: You agree to indemnify the Department against all claims, demands and legal actions resulting from the publication of your ECD and FSD information by Channel Partners and us unless such claims,

		<p>demands and legal actions are attributable to the actions of the Department or Channel Partners. As long as you comply with the conditions in paragraph 4, you will not be liable for any liability resulting from the Ofsted Information being misleading, defamatory, offensive, obscene, incorrect or inappropriate for children and young people.</p>
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