

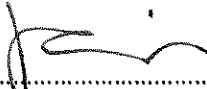


Membership Subscription to Public Concern at Work

- 1) This is an agreement between Public Concern at Work ("PCaW") and IMPRESS: Independent Monitor for the Press ("IMPRESS") for the provision of the services listed below at Clause 2. This agreement will come into effect on 06/01/2016 and shall – unless varied or agreed otherwise in writing – be renewed annually thereafter. The Agreement is subject to any price increases that PCaW may have notified IMPRESS of in advance.
- 2) PCaW agrees to provide IMPRESS with the following services and benefits:
 - i) A whistleblowing advice line to provide safe and confidential advice to employees and other staff of IMPRESS's member publishers. This advice line will have a Freephone number attached to it and be active between 09:00 and 18:00 hours on week days. PCaW will forward to IMPRESS any information that these individuals properly instruct PCaW so to share on their behalf;
 - ii) An annual report and a six-monthly email update which will give details of the number and, if volume allows, type of calls that have been received through the subscription;
 - iii) A compliance toolkit - including a PCaW model policy, PCaW *Best Practice Guide for Subscribers* and a whistleblowing presentation;
 - iv) Promotional materials;
 - v) Annual access to 1 place at PCaW's expert whistleblowing training workshops;
 - vi) 50% reduction off the list price on extra training places;
 - vii) Discount on additional consultancy;
 - viii) Subscriber newsletter including briefings tailored to organisations on whistleblowing.
- 3) IMPRESS agrees to pay PCaW £3500 plus 25 pence per member per annum. At the given headcount of 400, total cost therefore is £3600 ex VAT per annum. IMPRESS agrees that PCaW has no liability under this Agreement prior to the settlement in full of the fee.
- 4) IMPRESS confirms that the advice and assistance on a potential whistleblowing concern provided by PCaW through the advice line and email facility is provided under a lawyer-client relationship between PCaW and any employees or other staff who contact it and IMPRESS accepts the resulting legal privileges and confidences that apply thereto. Should a conflict of interest arise on any particular issue between PCaW's obligations, PCaW will notify both parties and may have to decline to advise one party or both.
- 5) PCaW confirms that it is a data controller within EU data protection legislation and that it shall in the light of the respective lawyer-client privileges and confidences, treat any information it receives under this Agreement accordingly.
- 6) IMPRESS agrees that PCaW may use any comments made in relation to business support delivery in promotional and marketing materials which include and are not limited to the PCaW website, leaflets and biennial reviews.
- 7) Both parties undertake to maintain in effect at all times during the term of this Agreement such insurance policies with authorised insurance companies at appropriate levels to comply with their respective obligations under this Agreement, or as may be required to be held under applicable law.

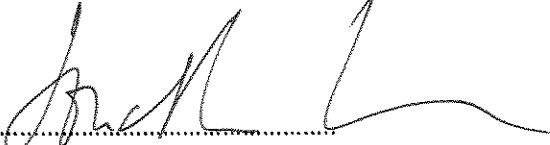
- 8) Either party may terminate this agreement [a] within one month of giving the other party written notice that its conduct causes serious damage or risk to it or its reputation and any such breach has not been made good, or [b] on written notice of not less than three months in advance of any date of renewal and upon receipt of acknowledgment from PCaW of such termination. If less than three months' written notice is given before renewal you shall pay a termination fee which is a sum equivalent to half of the annual subscription. Following renewal the full amount is due.
- 9) Any amendment of this Agreement or any of its terms, conditions or provisions shall be effective only if made in writing and signed by both parties.
- 10) This Agreement shall be construed and the relations between the parties determined in accordance with the laws of England & Wales and shall be subject to the jurisdiction of the English courts.
- 11) Both parties agree that they will use their best endeavours to resolve any dispute that may arise out of this Agreement within one month of one party notifying the other in writing of such a dispute. If the parties are themselves unable to resolve the dispute, they shall agree a person suitably qualified, experienced and independent to resolve the matter by mediation and/or conciliation. If the parties are unable to agree on such a person within 21 days, the Director of the Centre for Effective Dispute Resolution shall appoint that person. If the dispute still persist after a period of six (6) months since the mediation or conciliation process started or after such process finished, whichever is the earlier, then either party may initiate proceedings before the English courts. Any such dispute resolution proceedings shall be held in London.

SIGNED on behalf of
PUBLIC CONCERN AT WORK by its authorised representative


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Jon Cunningham
Development Director

Date: 05 August 2015

SIGNED on behalf of
IMPRESS by its authorised representative


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Jonathan Heawood
Director

Date: 30/07/2015