

# Leesman's Hybrid Future Portal – Authorised User Term of Use and Consent

## **IMPORTANT INFORMATION:**

Following receipt of an invitation from your employer to register to take part in the Hybrid Future research project, in order to take part, you will need first to agree to the following terms of use and give your consent in relation to the collection and use of all personal data that you submit to Leesman through the Hybrid Future Portal.

THERE IS NO REQUIREMENT OR OBLIGATION FOR YOU TO REGISTER AND TAKE PART IN THE HYBRID FUTURE PROJECT. HOWEVER, BY REGISTERING YOU WILL BE CONFIRMING YOUR AGREEMENT AND ACCEPTANCE TO THE FOLLOWING TERMS.

Next steps required by you:

- Please read these terms of use [and consent] which will apply if you register to take part in the Hybrid Future research project [ and will continue to apply for the duration of your use of the Hybrid Future Portal
- [If you have any questions please speak to your employer.]

## **1. Background**

- 1.1. The research project known as “Hybrid Future” led by Leesman (working closely with MIT’s Centre for Real Estate) is intended to be the definitive investigation into the impact of hybrid working on people, places and society. It is a three-year research project through which Leesman aims to capture responses from over 10,000 participants worldwide, to explore how hybrid working has affected everything from productivity and diversity, to the environment and wellbeing.
- 1.2. In order to collect the responses from participants, Leesman has developed [the proprietary method] known as The Hybrid Future [Portal] (as amended and updated by Leesman from time to time) which it has made available to your employer (**Client**) via Leesman’s Platform. The Hybrid Future Portal will be used to ask Authorised Users questions [from time to time] relating to hybrid working and the Authorised User provides their responses through the Hybrid Future Portal.
- 1.3. As an employee of the Client, you have been randomly selected to take part in the research project. There is however no obligation for you to take part if you do not wish to.

## **2. Definitions**

- 2.1. The defined words that are used and apply to these Terms are set out in the Appendix.

### 3. Registering to use the Hybrid Future Portal

- 3.1. Following receipt by you of an invitation link from the Client, in order to be able to receive and answer questions/surveys through the Hybrid Future Portal, you will first need to complete the registration process. This comprises of :-
  - 3.1.1. providing your [name] and work email address;
  - 3.1.2. confirming your agreement to these terms and conditions **which will include, if you proceed with registration, giving your specific consent regarding the use of Authorised User Data that you provide when using the Hybrid Future Portal.**
  - 3.1.3. setting a secure password which you will need to use to enable you to access the Hybrid Future Portal. *Please note, as with any password, you should keep it confidential and not share it with anyone. If you become aware that your password or access details to the Hybrid Future Portal have become compromised, please notify Leesman as soon as possible using the email address [thehybridfuture@leesmanindex.com](mailto:thehybridfuture@leesmanindex.com)*
  - 3.1.4. Providing replies to set demographic questions as part of the profile set up process. Eg. *where you carry out your work, what type of work settings you use and which activities are important to your role.*

### 4. Consents – your email address

#### 4.1. Retention of your email address

By registering to use the Hybrid Future Portal, you will be accepting these terms and conditions and consent to Leesman retaining your email address [for such duration as set out in <https://www.leesmanindex.com/privacy-policy/>

#### 4.2. Use of your email address for communication purposes and/or marketing purposes

4.2.1. By registering to use the Hybrid Future Portal, you consent to Leesman:-

- 4.2.1.1 using your email address to communicate with you regarding the Hybrid Future Portal and the related project.
- 4.2.1.2 notifying the Client if you have registered.

#### 4.3. Use of your email address by Leesman

- 4.3.1. By checking this box you agree to receiving communications from Leesman and for your personal information being handled in accordance with the Leesman privacy policy, which you can access [here](#). You can opt out of these communications at any time.

### 5. Hybrid Future Portal – what happens once I register?

- 5.1. Once you have completed the registration process and your profile is completed, then as an Authorised User, as and when the Hybrid Future research project has campaign/pulse survey questions, you will be notified by email which will be sent from the Hybrid Future Platform.
- 5.2. The campaigns will comprise of a short set of questions and it is envisaged will be issued every 6-8 weeks. Once each year, an Authorised User will receive a more in-depth set of questions. The current intention is that the Hybrid Future project will run for at least a 3 year period.
- 5.3. If at any time you no longer wish to take part in the Hybrid Future project then you can notify Leesman by using the following email address [thehybridfuture@leesmanindex.com](mailto:thehybridfuture@leesmanindex.com) and you will no longer receive emails related to the project.
- 5.4. [Your access to the Hybrid Future Portal will be disabled as soon as practicable in the event that you ceased to be employed by the Client or the agreement between the Client and Leesman is terminated for any reason.

### 6. What happens to Authorised User Data

- 6.1. Once submitted, all Authorised User Data will be used to generate reports, analysis, recommendations, benchmarking data or such other output as Leesman determines necessary as part of the Hybrid Future project.
- 6.2. The Client (your employer) will be notified if you register but it will not be able to identify any Authorised User's specific replies.
- 6.3. By registering and taking part in the campaigns/survey questions issued through the Hybrid Future Portal, you give your consent for such Authorised User Data to be used by Leesman [and such third parties as referred to in the applicable privacy policy <https://www.leesmanindex.com/privacy-policy/> for such purposes as determined as necessary for the Hybrid Future project.

## **7. Data Protection**

- 7.1. For the purposes of this clause 7, the terms controller, processor, data subject, personal data, personal data breach and processing shall have the meaning given to them in the UK GDPR.
- 7.2. Leesman will comply with all applicable requirements of Applicable Data Protection Laws. This clause 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 7.3. Leesman shall be the data controller in respect of all personal data submitted to it by Authorised Users. All personal data will be processed by Leesman in accordance with its Privacy Policy
- 7.4. The Client will only be entitled to receive the Reports and will not be provided with the underlying data used to compile the Reports.
- 7.5. The Client will ensure that the results provided are only accessible by Authorised Users
- 7.6. The Client has under its agreement with Leesman undertaken that it will have organisational, technical security measures and additional safeguards dealing with sensitive data, potential breach of this agreement, retention and deletion of shared data items as appropriate to their nature.
- 7.7. Leesman uses sub-contractors.
- 7.8. Leesman may by notice in writing amend the list of sub-contractors used by it.

## **8. Proprietary Rights**

- 8.1. The Authorised User agrees that Leesman and/or its licensors own all Intellectual Property Rights in the Hybrid Future Portal and Platform. Except as expressly stated in this agreement, this agreement does not grant the Client any rights to, or in any Intellectual Property Rights or any other rights or licences in respect of the Services.
- 8.2. Leesman may grant access to third parties to any underlying data generated through the Hybrid Future Platform, which includes the responses given by the Authorised Users (provided always that in respect of any personal data Leesman shall only grant such access in accordance with Applicable Data Protection Laws).

## **9. Authorised User's Obligations**

- 9.1. Notify Leesman at [thehybridfuture@leesmanindex.com](mailto:thehybridfuture@leesmanindex.com) in case of a compromised password.

# Appendix

## Definitions

In these Terms the following words shall have the following meanings:-

**Applicable Data Protection Laws:** means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; where applicable the EU GDPR applies, the law of the European Union or any member state of the European Union to which; all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by any relevant regulatory authority and which are applicable to a party.

**Authorised Users:** means you and any other employees of the Client who are [authorised and] invited by the Client to use the Hybrid Future Portal [and subsequently register].

**Authorised User Data:** means any content or data that you [or any Authorised Users] submit to Leesman via the [Platform].

**Client:** means your employer who has entered into an agreement with Leesman, under which the Client has been granted a non-exclusive, non-transferable right and licence to permit Authorised Users to access and use the Hybrid Future Portal to the extent permitted by the agreement entered into.

**Hybrid Future Portal:** is the product developed and hosted by Leesman through which Authorised Users will receive [surveys research project developed by Leesman which

**Leesman:** means Leesman Limited (registered in England and Wales with company number 07202869 and whose registered office at 1 Bickenhall Mansions, Bickenhall Street, London, England, W1U 6BP.

**Platform:** Leesman's infrastructure and cloud computing platform and runtime environment.

**Reports:** any reports, analysis, recommendations, benchmarking data or other output generated by Leesman through The Hybrid Future or displayed at any time on The Hybrid Future.

**You:** means the Authorised User who has registered to use the Hybrid Future Portal.