

## Schedule No. 004

### 1. BACKGROUND

- This Schedule 004 is attached to and forms part of the contract for delivery of services by **Prosci UK Limited** (the “Company”), formerly CMC Partnership Global Ltd, to **NHS Business Services Authority** (the “Client”).
- In the event of conflict between the terms and conditions of the **Agreement** between the Company and Client (Ref: NHS Business Services Authority/Agreement/July2022) dated 31<sup>st</sup> August 2022 and any and all pre-printed terms of any Client purchase order, order form, order acceptance, acknowledgement or other form of document, the terms and conditions of this Company Schedule 004 will prevail.

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

### ■ Prosci® Europe Training Team

The Prosci® Executive Instructor (PEI) to deliver the training will be confirmed closer to the workshop start date.\*

*\*Company reserves the right to replace the proposed Instructor(s) with other qualified personnel if required.*

Other members of the team will provide support in the delivery of the course. This support includes:

- Co-ordination with the Client for the course pre-work distribution and return
- Liaison with your Workshop Organiser regarding administrative support to the course set-up
- Support to PEI during the course delivery, as Training Success Specialist, as required.

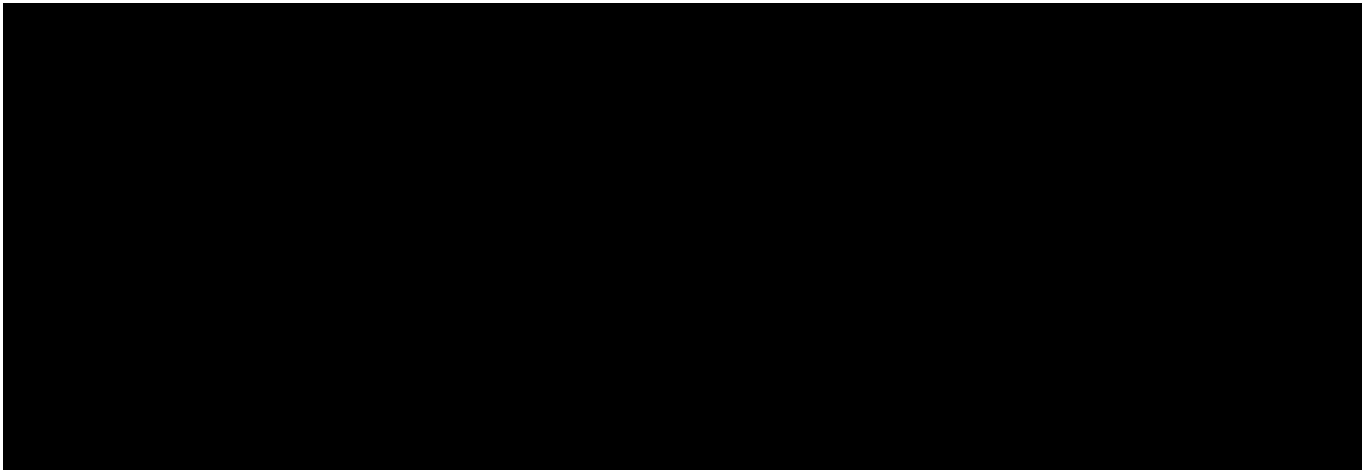
### 4. Workshop Summary, Costs and Payment Terms

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

■ The provision of Prosci® resources form a mandatory part of the Prosci® workshop delivery. The Company provide the current set of Prosci® resources for the specified course or workshop which may be liable to change as updates are made. The Company reserves the right to amend the specification, format and materials of the course for the benefit of its clients without notice.





[Redacted text block]

[Redacted text line]

- [Redacted text]
- [Redacted text]
- [Redacted text]
- [Redacted text]

#### Commercial Notes

- Please provide a PO if required.
- Company terms and conditions of training delivery are contained in the Agreement.
- Please sign and return this contract as soon as possible in order to secure the workshop dates.

[Redacted text line]

- [Redacted text]
- [Redacted text]
- [Redacted text]
- [Redacted text]
- [Redacted text]

#### 5. Ownership of Prosci® Copyright and Intellectual Property

All Intellectual Property in the Prosci® materials remains at all times in the ownership of Prosci Inc. Each participant who attends the training will receive a Single User Licence for use of the Prosci® tools and templates provided during the training in their work. The permitted use of Prosci® intellectual property are detailed within clauses 11.2 of the Agreement.

#### 6. Personal Data

- Full name, email address and organisation of each course participant must be supplied in advance of the course start date:
  - Our team use this data to administer the course and have an obligation to record and store these details.

<sup>2</sup> Company reserves the right to amend pricing in future training proposals.

<sup>3</sup> Minimum participant fee will apply. If course participant numbers increase, Prosci will amend the delivery costs accordingly.

- Name and email address data will be used to set-up access to Prosci® Portal hosted resources, where applicable.
- The Client is responsible for obtaining necessary consent from each participant with regards to use of personal data (full name, email, organisation and postal address (if applicable)).
- Personal data is protected and managed as detailed within [our Privacy Policy](#).

## 7. Freedom of Information Statement

This proposal and contract is provided strictly **commercial in confidence** to your organisation in relation to your specific requirements. These documents contain sensitive information including but not limited to Prosci-owned Intellectual Property, Company commercially sensitive delivery and pricing information which should not be released into the public domain.

## 8. Special Conditions

The following clauses of the terms and conditions for Prosci® Workshop set out in the Agreement hereto shall be replaced with the following:

- Clause 5.4.2 For each Course, the Company shall invoice:
  - 100% of the Charges and Expenses as per the Proposal as soon as reasonably practicable following delivery of the Course

## Client Confirmation

[Redacted Client Confirmation]

The undersigned hereby accepts the above Proposal and Client Confirmation which is subject to the Terms and Conditions outlined in the Agreement (Ref: NHS Business Services Authority/Agreement/July2022) and shall upon signature form Schedule 004 thereto.

[Redacted Signature Area]