

[REDACTED]
UK Health Security Agency
Manor Farm RoadPorton Down
Salisbury,
SP4 0JG

16 January 2023

Dear [REDACTED]

Reference number: Q707642 - UK Health Security Agency - Training Public ISO 13485

I'd like to thank you for the opportunity to demonstrate how BSI can help your organization and am delighted to provide you with a detailed breakdown of the contract for services we discussed.

I hope you agree this contract for services is in line with your needs and the details used are accurate. If you feel that anything needs adjusting or doesn't reflect your precise requirements then please let me know.

I'll call you over the next few days to check that you have all the information you need. Alternatively, if you have any questions or would like to make any amendments then please call me on [REDACTED] or email me at [REDACTED].

To guarantee a complete audit trail we ask customers to sign our contracts for services electronically. To do this simply follow the on-screen prompts to add important information and enter your details in the signature section on the Declaration page. Then just use the 'Click to sign' button to accept and return the contract for services to me. Once we receive your email we will be in touch to confirm all the necessary arrangements.

Thank you for taking the time to consider our contract for services and I look forward to hearing from you soon.

Yours sincerely,

[REDACTED]
BSI Assurance UK Ltd
Kitemark Court
Davy Avenue, Knowlhill
Milton Keynes, MK5 8PP

[REDACTED]
W: www.bsigroup.com



Contract for Services

UK Health Security Agency - Training Public ISO 13485

Prepared by: [REDACTED]

Reference number: Q707642

Date: 16 January 2023

Contract for services for UK Health Security Agency

This document has been produced based on the information provided during discussions and should accurately reflect your business need based on those facts.

This contract for services covers the following products / services:

Packaged Training Courses

Before signing please review this document carefully. If for any reason you feel it needs amending, please contact us to discuss your revised requirements. AT THE END ARE THE TERMS THAT WILL GOVERN THIS CONTRACT FOR SERVICES, WHICH WE ASK YOU TO REVIEW BEFORE SIGNING.

Client details

Client name:	UK Health Security Agency
Address:	Manor Farm RoadPorton Down Salisbury, SP4 0JG GB
Company registration number:	
VAT number:	GB 888 8516 48
Contact name:	
Phone number:	
Email address:	

Training services

Public training course(s)

For confirmation of delegate names and venue addresses please see appendices.

Course name	Number of delegates	Course location	Course date(s)	Duration (days)	Price (GBP)
ISO 13485:2016 Introduction Training Course					
ISO 13485:2016 Introduction Training Course					
ISO 13485:2016 Introduction Training Course					
ISO 13485:2016 Introduction Training Course					
Total price					13,399.99

Important pricing information

General

- The terms including pricing set forth in this quotation for services shall expire 30 days following the date hereof unless accepted in its entirety prior to the expiration date.
- All applications will be subject to a credit check on your organisation, the result of which may require some initial fees to be paid in advance.
- Prices quoted are correct at the date of preparation of this document. We will advise you of any changes in price in advance of an alteration being applied.
- All prices quoted are exclusive of VAT and any other taxes which will be charged at the prevailing rate where applicable.

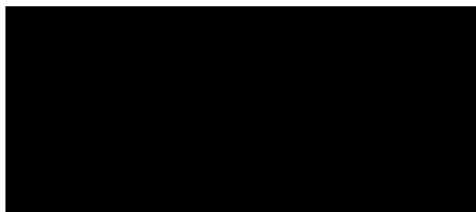
Training services

- Cancellation by Customers: Non-classroom based training may not be cancelled under any circumstances and changes for non-classroom based training are therefore non-refundable. Public classroom based training may be cancelled on 30 calendar days' and In-House classroom based training may be cancelled on 45 calendar days' notice to BSI by email in writing to [REDACTED]. Training may not be cancelled within 30 or 45 days of the start date of the Training and charges for such training are non-refundable.
- Cancellation by BSI: Training dates shall be anticipated dates only and may be subject to alteration. BSI reserves the right to cancel training at any time. In such circumstances, BSI will offer (at its sole discretion) alternative dates, a full refund, or a credit note.
- Payment is required 30 days from date of invoice and in any event before the date on which training take place. Failure to may payment before the training takes place may result in the delegate's place on the training being withdrawn.

Declaration

We are BSI Assurance UK Limited, a company incorporated in England and Wales with registration number 7805321, with our registered address at 389 Chiswick High Road, London, W4 4AL, United Kingdom. Our business address is Kitemark Court, Davy Avenue, Knowlhill, Milton Keynes, MK5 8PP, United Kingdom. We will correspond with you from this address.

For BSI Assurance UK Limited



By signing below, you accept the following:

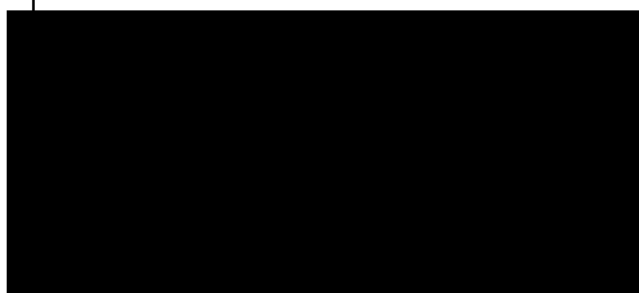
- The services described in this Contract for Services reference Q707642
- The quotation of fees provided in this Contract for Services.
- The BSI Standard Terms and Conditions of Contract received with this Contract for Services and that this Contract for Services is subject to them.
- That in signing this Contract for Services you confirm that you have the authority to enter into this contract on behalf of all organizations and sites covered by it.
- For classroom training: By signing this Contract for Services I confirm I have understood the UK government advice regarding COVID-19 and it is ok for me, or the delegate(s) for whom I have arranged the training for, to attend the training course(s).

For myself and/or the delegate(s) for whom I have arranged the training for, declare that:

- I/they are not affected by COVID-19 or not to be subjected to a mandatory quarantine period of at least 14 days.
- I/they are not currently suffering from fever with a high temperature above 37.5°C.
- I/they are not currently suffering with a persistent cough, difficulty breathing, cold, sore throat, headache, severe weakness (tiredness), decrease or loss of smell/taste, diarrhoea.
- I/they have not had close contacts with person(s) affected by COVID-19 since two days before the occurrence of symptoms and up to 14 days after the occurrence of the symptoms.
- I/they currently feel well.

I acknowledge that should any concerns arise in relation to the statements above for myself and or the delegate(s) for whom I have arranged the training for after I have signed this declaration, that I will notify BSI in writing to [REDACTED] at the soonest opportunity before the start date of the training course.

Signed on behalf of the BSI:



Date Signed: 23/1/23

Date:

Signed on behalf of the UK Health Security Agency:



Date Signed: 24/01/2023

Date:



Appendix

UK Health Security Agency - Training Public ISO 13485

Prepared by: [REDACTED]

Reference number: Q707642

Date: 16 January 2023

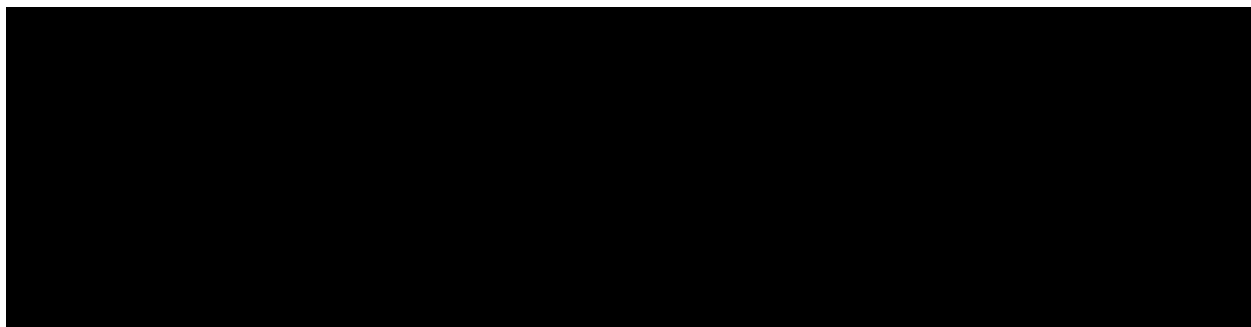
Training services

Public training course detail

ISO 13485:2016 Introduction Training Course

Venue address:	,No City – Virtual Venue,,
Start date:	02/05/2023
Course duration:	
Number of delegates:	
Course details:	This course explores the requirements of the ISO 13485:2016 Quality Management System standard, discussing key principles and how the standard interacts with ISO 9001:2015, the European Medical Device Directives and US FDA's Quality System Regulation. The relationship with ISO 14971 'Application of Risk Management to Medical Devices' is also explored during the course.
Course outcomes:	<p>On completion, you should gain the knowledge and skills to:</p> <ul style="list-style-type: none"> • Explain the use of ISO 13485:2016 as the basis for a QMS for medical device manufacturers • Identify the relationship between ISO 13485:2016 and European Medical Device Directives • Recognize the use of ISO 13485:2016 as the basis of regulatory requirements worldwide
Course schedule:	<p>To help you plan, here are some timings for the training, but please keep in mind that these may change.</p> <p>8:45am - 5:00pm</p> <p>The above timings are in local UK time.</p>
Course prerequisites:	<ul style="list-style-type: none"> • It will be useful for you to read the standard before attending the course • Your PC or laptop will need to have a quality and stable broadband connection. If using a wireless connection, especially if the signal is weak or drops out, it is recommended to connect the laptop directly to the router using an Ethernet cable. • Please ensure your laptop does not have any firewall restrictions for Mimeo Digital. If you're uncertain, please seek your own IT support. • You will need speaker and microphone functionality. We would recommend a headset with a microphone (ideally a USB headset) for optimum experience. We would strongly recommend testing your audio equipment and speaker sound settings prior to attending your course. It is advisable not to use Bluetooth headsets as these can be affected by other Bluetooth devices nearby. • Although not essential, we recommend the use of a second screen if at all possible. • An email containing your key code to access the course materials is sent 10 days prior to your course start date. • An email containing your meeting room link is sent 6 days prior to your course start date. Please contact us if you don't receive either of these emails, ensuring you check your junk folder. <p>• A loan copy of the ISO 13485:2016 standard will be available for the duration of the course. However, you may wish to bring your own copy of the standard to make notes on. This can be obtained from</p>

Delegate name	Phone number	Email address
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ISO 13485:2016 Introduction Training Course

Venue address:	,No City – Virtual Venue,,
Start date:	13/02/2023
Course duration:	
Number of delegates:	
Course details:	This course explores the requirements of the ISO 13485:2016 Quality Management System standard, discussing key principles and how the standard interacts with ISO 9001:2015, the European Medical Device Directives and US FDA's Quality System Regulation. The relationship with ISO 14971 'Application of Risk Management to Medical Devices' is also explored during the course.
Course outcomes:	<p>On completion, you should gain the knowledge and skills to:</p> <ul style="list-style-type: none"> • Explain the use of ISO 13485:2016 as the basis for a QMS for medical device manufacturers • Identify the relationship between ISO 13485:2016 and European Medical Device Directives • Recognize the use of ISO 13485:2016 as the basis of regulatory requirements worldwide
Course schedule:	<p>To help you plan, here are some timings for the training, but please keep in mind that these may change. 8:45am - 5:00pm</p> <p>The above timings are in local UK time.</p>
Course prerequisites:	<ul style="list-style-type: none"> • It will be useful for you to read the standard before attending the course • Your PC or laptop will need to have a quality and stable broadband connection. If using a wireless connection, especially if the signal is weak or drops out, it is recommended to connect the laptop directly to the router using an Ethernet cable. • Please ensure your laptop does not have any firewall restrictions for Mimeo Digital. If you're uncertain, please seek your own IT support. • You will need speaker and microphone functionality. We would recommend a headset with a microphone (ideally a USB headset) for optimum experience. We would strongly recommend testing your audio equipment and speaker sound settings prior to attending your course. It is advisable not to use Bluetooth headsets as these can be affected by other Bluetooth devices nearby. • Although not essential, we recommend the use of a second screen if at all possible. • An email containing your key code to access the course materials is sent 10 days prior to your course start date. • An email containing your meeting room link is sent 6 days prior to your course start date. Please contact us if you don't receive either of these emails, ensuring you check your junk folder.

- A loan copy of the ISO 13485:2016 standard will be available for the duration of the course. However, you may wish to bring your own copy of the standard to make notes on. This can be obtained from [REDACTED]

Delegate name	Phone number	Email address
[REDACTED]		

ISO 13485:2016 Introduction Training Course

Venue address: ,No City – Virtual Venue,,

Start date: 20/03/2023

Course duration: [REDACTED]

Number of delegates: [REDACTED]

Course details: This course explores the requirements of the ISO 13485:2016 Quality Management System standard, discussing key principles and how the standard interacts with ISO 9001:2015, the European Medical Device Directives and US FDA's Quality System Regulation. The relationship with ISO 14971 'Application of Risk Management to Medical Devices' is also explored during the course.

Course outcomes: On completion, you should gain the knowledge and skills to:

- Explain the use of ISO 13485:2016 as the basis for a QMS for medical device manufacturers
- Identify the relationship between ISO 13485:2016 and European Medical Device Directives
- Recognize the use of ISO 13485:2016 as the basis of regulatory requirements worldwide

Course schedule: To help you plan, here are some timings for the training, but please keep in mind that these may change.
8:45am - 5:00pm

The above timings are in local UK time.

Course prerequisites:

- It will be useful for you to read the standard before attending the course
- Your PC or laptop will need to have a quality and stable broadband connection. If using a wireless connection, especially if the signal is weak or drops out, it is recommended to connect the laptop directly to the router using an Ethernet cable.
- Please ensure your laptop does not have any firewall restrictions for Mimeo Digital. If you're uncertain, please seek your own IT support.
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settings prior to attending your course. It is advisable not to use Bluetooth headsets as these can be affected by other Bluetooth devices nearby.

- Although not essential, we recommend the use of a second screen if at all possible.
- An email containing your key code to access the course materials is sent 10 days prior to your course start date.
- An email containing your meeting room link is sent 6 days prior to your course start date. Please contact us if you don't receive either of these emails, ensuring you check your junk folder.

- A loan copy of the ISO 13485:2016 standard will be available for the duration of the course. However, you may wish to bring your own copy of the standard to make notes on. This can be obtained from [REDACTED]

Delegate name	Phone number	Email address
[REDACTED]		

ISO 13485:2016 Introduction Training Course

Venue address:	,No City – Virtual Venue,,
Start date:	03/04/2023
Course duration:	[REDACTED]
Number of delegates:	[REDACTED]
Course details:	This course explores the requirements of the ISO 13485:2016 Quality Management System standard, discussing key principles and how the standard interacts with ISO 9001:2015, the European Medical Device Directives and US FDA’s Quality System Regulation. The relationship with ISO 14971 ‘Application of Risk Management to Medical Devices’ is also explored during the course.
Course outcomes:	On completion, you should gain the knowledge and skills to: <ul style="list-style-type: none">• Explain the use of ISO 13485:2016 as the basis for a QMS for medical device manufacturers• Identify the relationship between ISO 13485:2016 and European Medical Device Directives• Recognize the use of ISO 13485:2016 as the basis of regulatory requirements worldwide
Course schedule:	To help you plan, here are some timings for the training, but please keep in mind that these may change. 8:45am - 5:00pm The above timings are in local UK time.
Course prerequisites:	<ul style="list-style-type: none">• It will be useful for you to read the standard before attending the course

- Your PC or laptop will need to have a quality and stable broadband connection. If using a wireless connection, especially if the signal is weak or drops out, it is recommended to connect the laptop directly to the router using an Ethernet cable.
- Please ensure your laptop does not have any firewall restrictions for Mimeo Digital. If you're uncertain, please seek your own IT support.
- You will need speaker and microphone functionality. We would recommend a headset with a microphone (ideally a USB headset) for optimum experience. We would strongly recommend testing your audio equipment and speaker sound settings prior to attending your course. It is advisable not to use Bluetooth headsets as these can be affected by other Bluetooth devices nearby.
- Although not essential, we recommend the use of a second screen if at all possible.
- An email containing your key code to access the course materials is sent 10 days prior to your course start date.
- An email containing your meeting room link is sent 6 days prior to your course start date. Please contact us if you don't receive either of these emails, ensuring you check your junk folder.

• A loan copy of the ISO 13485:2016 standard will be available for the duration of the course. However, you may wish to bring your own copy of the standard to make notes on. This can be obtained from [http://\[REDACTED\]](http://[REDACTED])

Delegate name	Phone number	Email address
[REDACTED]		

BSI TRAINING TERMS AND CONDITIONS

1. APPLICATION

- 1.1 These terms and conditions (the **Terms and Conditions**) shall apply to the provision of the Training by BSI to the Customer.

2. INTERPRETATION

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meanings:

Agreement: these Terms and Conditions and (i) the signed Contract for Services; or (ii) completed Online Booking Process.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

BSI: the BSI entity stated in the Contract for Services.

Charges: the charges payable by the Customer for the Training in accordance with clause 6 (Charges and payment).

Contract for Services: The document sent by BSI to Customer, following an indication by Customer that it wishes to obtain training services from BSI, setting out the details of the Training to be provided and the basis upon which BSI proposes to provide them.

Delegate(s): an individual or representative scheduled by the Customer to attend the Training.

Customer: the person or firm who purchases the Training from BSI.

Customer Data: the data provided by the Customer for the purpose of facilitating the Training.

Data Protection Legislation: means:

- (a) The General Data Protection Regulation (**GDPR**), the Data Protection Act 2018, the Privacy and Electronic Communications (**EC Directive**) Regulations 2003; and
- (b) any other legislation in force from time to time relating to privacy and/or the Processing of Personal Data and applicable to the provision and receipt of Training under these Terms and Conditions; and

any statutory codes of practice issued by the Information Commissioner in relation to such legislation.

In-House: Training provided by BSI at the Customer's premises for the Customer's Delegates.

Online Booking Process: The booking process available through the following websites or its links: <https://www.bsigroup.com/en-GB/our-services/training-courses/>

Personal Data: has the meaning given to it in the Data Protection Legislation.

Processing: has the meaning given to it in the Data Protection Legislation.

Public: Training provided by BSI at a physical location or online for all Customers and Delegates.

Training: the training, either In-house or Public, to be supplied by BSI to the Customer as described in the Contract for Services or as part of the Online Booking Process.

Training Materials: any materials or documents provided by BSI as part of the Training.

- 2.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

3. BASIS OF THESE TERMS AND CONDITIONS

- 3.1 These Terms and Conditions shall come into effect when either:
- 3.1.1 Customer completes the Online Booking Process; or
 - 3.1.2 Upon receipt by BSI of an electronic or hard copy of the Contract for Services signed by the Customer, at which point these Terms and Conditions shall be deemed incorporated into the Contract for Services.
- 3.2 Save for terms pertaining to the relevant Training in the Online Booking Process or the Contract for Services, any descriptive matter or advertising issued by BSI, and any descriptions contained in BSI's catalogues, brochures or on their website, are issued or published for the sole purpose of giving an approximate idea of the Training described in them; They shall not form part of these Terms and Conditions nor have any contractual force.

BSI Training Terms and Conditions

3.3 These Terms and Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.4 Any Contract for Services is only valid for acceptance for a period of 30 calendar days from its date of issue.

4. SUPPLY OF THE TRAINING

4.1 BSI shall use reasonable endeavours to supply the Training to the Customer in accordance with these Terms and Conditions in all material respects but reserves the right to change the course content of any Training Course at any time and without notice.

4.2 BSI shall use reasonable endeavours to meet any specified training dates, but any such dates shall be anticipated dates only and may be subject to alteration.

4.3 BSI reserves the right to amend the Agreement if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Training, and BSI shall notify the Customer in any such event.

4.4 Notwithstanding the above sub-clauses, BSI reserves the right to cancel Training at any time, without incurring additional liability to the Customer or any Delegates. In such circumstances, BSI will offer (at its sole discretion) alternative dates, a full refund, or a credit note.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

5.1.1 co-operate with BSI in all matters relating to the Training;

5.1.2 provide BSI, its employees, agents, consultants and subcontractors, with any information which may reasonably be required by BSI in the organisation of the Training, including, but not limited to, details in respect of the Delegate(s) and ensure that such information is complete and accurate in all material respects; and

5.1.3 where Training is being delivered at its premises, provide BSI with (i) access, training space and any equipment necessary for the delivery of the Training; and (ii) such facilities as are reasonably notified to the Customer in advance.

6. CHARGES AND PAYMENT

6.1 Unless otherwise stated in the Contract for Services, the Charges for the Training shall be calculated on a per session per Delegate basis.

6.2 The Customer shall pay any invoice submitted by BSI within 30 calendar days of the date of the invoice, and in any event prior to the Training taking place, to a bank account provided on the invoice by BSI, or in the case of online bookings, shall make payment as required by the Online Booking Process.

6.3 Failure by the Customer to pay any Charges when they fall due may (at BSI's discretion) result in:

6.3.1 the Delegates' place on the Training being withdrawn;

6.3.2 BSI ceasing to provide the Training; and/or

6.3.3 BSI withholding any certification due to the Delegates from the Training.

6.4 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay BSI any sum due under this Agreement on the due date:

6.4.1 the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time.

6.5 All sums payable to BSI under this agreement:

6.5.1 are exclusive of VAT, and the Customer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

6.5.2 shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. CANCELLATION

7.1 The Customer may cancel Public Training on 30 calendar days' notice to BSI. Cancellations must be provided in writing to the BSI Business Development Executive and [REDACTED] Public Training may not be cancelled or rescheduled within 30 days of the start date of the Public Training.

BSI Training Terms and Conditions

- 7.2 The Customer may cancel In-House Training on 45 calendar days' notice to BSI. Cancellations must be provided in writing to the BSI Business Development Executive and [REDACTED] In-House Training may not be cancelled or rescheduled within 45 days of the start date of the In-House Training.
- 7.3 Non-classroom based Training may not be cancelled or rescheduled under any circumstances and Charges for non-classroom based Training are therefore non-refundable.
- 7.4 Training may only be cancelled by the Customer in accordance with this clause 7. If a Customer or Delegates fail to attend all or part of any Training, full payment of the Charges shall be required.
- 7.5 If a refund is approved by BSI, it will be made through the original mode of payment only.
8. **INTELLECTUAL PROPERTY RIGHTS**
- 8.1 All intellectual property rights in or arising out of or in connection with the Training, including any associated Training Materials shall be owned by BSI.
- 8.2 No reproductions, scans or copies (wholly or in part) shall be made of the Training Material without the prior written consent of BSI.
9. **CUSTOMER DATA**
- 9.1 As between the parties, the Customer shall own all right, title and interest in and to all of the Customer Data.
- 9.2 The Customer grants BSI an irrevocable, unlimited and royalty-free licence to use the Customer Data provided to BSI for the purposes of providing the Training.
- 9.3 Each party warrants that for the purposes of this Agreement it:
- 9.3.1 shall comply with the provisions of the Data Protection Legislation, including without limitation that it:
- (a) shall use Personal Data in accordance with the permissions or consents obtained from the data subjects (as defined in the Data Protection Legislation) or otherwise in accordance with the Data Protection Legislation;
- (b) shall communicate to the other party the terms of any permissions or consents obtained from the data subjects;
- (c) shall have in place appropriate technical and organisational security measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data and shall take all reasonable steps to ensure the reliability of its personnel who have access to such Personal Data and to impose obligations of confidentiality upon such personnel and to ensure that such personnel are aware of their responsibilities under the Data Protection Legislation;
- (d) shall not transfer Personal Data outside the European Economic Area save in accordance with the Data Protection Legislation;
- (e) shall comply with any request or notice it receives from a data subject in its capacity as a data controller;
- 9.3.2 shall upon request provide such assistance as is reasonably necessary to the other party to enable that party to comply with its obligations as a data controller (as defined in the Data Protection Legislation);
- 9.3.3 shall inform the other party as soon as reasonably practicable of the discovery of any actual or suspected data-breach relating to the Processing of Personal Data in connection with this Agreement;
- 9.3.4 shall, except to the extent prohibited by applicable law, inform the other party upon receipt of a complaint from a data subject or if approached by any regulatory body in connection with its compliance with the Data Protection Legislation in connection with this Agreement;
- 9.3.5 shall, except to the extent prohibited by applicable law, consult the other party in good faith as to the timing, manner and content of any response to a complaint from a data subject or approach by any Regulatory Body in connection with compliance with the Data Protection Legislation in connection with the Agreement.
10. **LIMITATION OF LIABILITY**
- 10.1 Nothing in these Terms and Conditions limits any liability which cannot legally be limited, including, but not limited to, liability for:
- 10.1.1 death or personal injury caused by negligence;

BSI Training Terms and Conditions

- 10.1.2 fraud or fraudulent misrepresentation; and
- 10.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 10.2 Subject to clause 10.1:
- 10.2.1 BSI shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, loss of income, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising;
- 10.2.2 BSI's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the Agreement shall be limited to the total Charges paid for the Training.
- 10.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 and 4 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms and Conditions.
- 10.4 This clause 10 shall survive termination of the Agreement.
- 11. CONFIDENTIALITY**
- 11.1 Each party may be given access to confidential information from the other party in order to perform its obligations under the Agreement. A party's confidential information shall not be deemed to include information that:
- 11.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
- 11.1.2 was in the other party's lawful possession before the disclosure;
- 11.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- 11.1.4 is independently developed by the other party, which independent development can be shown by written evidence.
- 11.2 Subject to clause 11.3, each party shall hold the other's confidential information in confidence and not make the other's confidential information available to any third party, or use the other's confidential information for any purpose other than the implementation of the Agreement.
- 11.3 A party may disclose confidential information to the extent such confidential information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.3, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 11.4 The Customer acknowledges that its information may be used by BSI on an anonymous basis without limitation including compiling and publishing reports.
- 11.5 The above provisions of this clause 11 shall survive termination of the Agreement, however arising.
- 12. TERMINATION**
- 12.1 Without affecting any other right or remedy available to it, either party to the Agreement may terminate it with immediate effect by giving written notice to the other party if:
- 12.1.1 the other party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 calendar days after being notified in writing to do so;
- 12.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation, bankruptcy or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 12.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

BSI Training Terms and Conditions

- 12.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.

- 12.2 Without affecting any other right or remedy available to it, BSI may terminate the Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Agreement on the due date for payment

13. CONSEQUENCES OF TERMINATION

- 13.1 On termination of the Agreement:

- 13.1.1 the Customer shall return any of the Training Materials which have not been fully paid for; and

- 13.1.2 any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

- 13.2 Termination of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

14. FORCE MAJEURE

BSI shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of BSI or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

15. VARIATION

Subject to clause 4.3, no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. SEVERANCE

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.

18. ENTIRE AGREEMENT

- 18.1 The Agreement shall constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 18.2 Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

19. ASSIGNMENT AND SUBCONTRACTING

- 19.1 The Customer shall not, without the prior written consent of BSI, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement, such consent may be withheld in BSI's sole discretion.

- 19.2 BSI may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

20. NO PARTNERSHIP OR AGENCY

Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any

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obligation or liability and the exercise of any right or power).

21. THIRD PARTY RIGHTS

The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

22. NOTICES

22.1 Any notice required to be given under the Agreement shall be in writing and shall be delivered by hand or sent by post or email to the other party at its address set out in the Agreement, or such other address as may have been notified by that party for such purposes.

22.2 A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent email shall be deemed to have been received at the time of transmission (as shown by the time sent in respect of an email).

23. GOVERNING LAW

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

24. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).