

CONTRACT FOR THE SUPPLY OF SERVICES

BCS
3 Newbridge Square
Swindon

Attn: REDACTED
British Computer Society
By email to:

11.09.2023

Our ref: 26068

Provision of 12-month BCS Memberships for DWP Digital

We are pleased confirm our intention to award this contract to you

The attached contract sets out the contract Terms and Conditions based on and your proposal dated 09.06.2023 between Department for Work and Pensions and British Computer Society for the provision of 12-month BCS Memberships for DWP Digital.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables.

Please confirm your acceptance of the Conditions by signing and returning the Order Form to REDACTED within 7 days from the date of this Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for the Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,

REDACTED

ORDER FORM

1.Contract Reference	26068		
2.Date	29.08.2023		
3.Buyer	Department for Work and Pensions		
4.Supplier	BCS		
5.The Contract	<p>The Supplier shall supply the deliverables described herein on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any [Annex/Annexes].</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract.</p>		
6. Deliverables	Provision of 12-month BCS Memberships for DWP Digital.		
7. Specification	Provision of 12-month BCS Memberships for DWP Digital.		
8. Term	The Term shall commence for 12 Months from commencement Date of Membership and the Expiry Date shall be 12 months thereafter unless otherwise terminated in accordance with the terms and conditions of the contract.		
9. Charges (subject to annual Department for Work and Pensions review)	The Charges for the Deliverables shall be £76,500 per annum.		
11. Buyer Authorised Representative(s)	For general liaison your contact will be: REDACTED, in their absence, REDACTED		
12. Address for notices	<table> <tr> <td> Buyer: Department for Work & Pensions Quarry Hill Leeds, LS2 7UA Email: Email: </td> <td> Supplier: BCS 3 Newbridge Square Swindon, SN1 1BY SN1 1BY </td> </tr> </table>	Buyer: Department for Work & Pensions Quarry Hill Leeds, LS2 7UA Email: Email:	Supplier: BCS 3 Newbridge Square Swindon, SN1 1BY SN1 1BY
Buyer: Department for Work & Pensions Quarry Hill Leeds, LS2 7UA Email: Email:	Supplier: BCS 3 Newbridge Square Swindon, SN1 1BY SN1 1BY		

13. Key Personnel	<div> <div> Buyer: Department for Work & Pensions Quarry Hill Leeds, LS2 7UA Email: Email: </div> <div> Supplier: BCS 3 Newbridge Square Swindon SN1 1BY </div> </div>
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Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer
<div> <div>Name:</div> <div> <div>Insert</div> <div>REDACTED</div> </div> </div> <div> <div>Insert</div> <div>[MD INSTITUTE BCS]</div> </div>	<div> <div>Name:</div> <div> <div>Insert</div> <div>REDACTED</div> </div> </div> <div> <div>Insert</div> <div>Commercial Lead</div> </div>
Date: 20.09.23	Date: 11.09.2023
Signature: REDACTED	Signature: REDACTED

**BCS, The Chartered Institute for IT
and
Department for Work and Pensions**

Organisational Membership Engagement Agreement

THIS AGREEMENT is dated

PARTIES

- (1) **The British Computer Society using the business name BCS, The Chartered Institute for IT**, a body incorporated by Royal Charter in England and Wales (number RC000724) and a registered charity in England and Wales (number 292786) and Scotland (number SC051487) whose principal address is at 3 Newbridge Square, Swindon SN1 1BY ("**BCS**"); and
- (2) **Department for Work and Pensions**, a company incorporated in England and Wales (registered number XXX) whose registered address is at Caxton House Tothill St, London SW1H 9NA ("**Client**").

BACKGROUND

- A) BCS is established by Royal Charter to promote IT for the benefit of society and to maintain a register of persons qualified in computing by admission to one of the classes of Professional membership of BCS and to enrol persons not so qualified as Ordinary members.
- B) BCS operates an Organisational Membership Scheme which the Client wishes to take part in on the terms and conditions of this Agreement.

AGREED TERMS

1 INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions

Agreement: this agreement including the schedules and any other appendices or attachments to it.

AMBCS: Associate Member of BCS.

BCS Brand Guidelines: the guidelines in force and developed and produced by BCS to ensure the consistent application of BCS's identity and to give guidance on the production of communications visualising BCS's brand values, a copy of which will be provided to the Client.

BCS Trade Mark: the trade mark owned by BCS as set out in Schedule 3.

Business Day: 9.15am – 5.15pm UK time, Monday to Friday (excluding public holidays).

Co-ordinator Portal: the online management tool for the Organisational Membership Scheme.

Code of Conduct: the rules and professional standards to direct the behaviour of members issued by BCS from time to time.

Commencement Date: the date of this Agreement.

Commissioner: the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018).

Confidential Information: all information disclosed by or on behalf of a party (in whatever medium including in written, oral, visual or electronic form and whether before or after the date of this Agreement) including all business, financial, commercial, technical, operational,

organisational, legal, management and marketing information and the Qualifying Criteria and the Intellectual Property Rights of BCS and the Client (whether registered or unregistered).

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (“**UK GDPR**”); the Data Protection Act 2018 (and regulations made thereunder) (“**DPA 2018**”) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

The terms “processor”, “controller”, “data subjects”, “processing” and “personal data” shall be interpreted in accordance with the UK GDPR.

Effective Date: the first Business Day of the month immediately following the Commencement Date **OR** 12.09.2023.

Email Confirmation: the email, titled “BCS Organisational Membership is now due!”, issued to the Client by BCS to confirm the number of memberships and any benefits (if any), including the respective Fees, agreed by the parties for the Initial Term or a Renewal Term, prior to each term commencing.

Fees: has the meaning given to it in Clause 7.1.

Force Majeure Event: any act, event, omission or cause or circumstance beyond the reasonable control of a party, including, without limitation, act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, an act of any government or authority (including refusal or revocation of any licence or consent), collapse of buildings, fire, explosion or accident and interruption or failure of utility service, disease outbreak or pandemic.

Guide for Co-ordinators: a guide provided by BCS to assist the Client to gain full benefit from the Agreement.

Intellectual Property Rights: all rights in inventions (whether patentable or not), patents, utility models, designs (both registered and unregistered), copyright, database rights, trade and service marks (both registered and unregistered) together with all applications for (and associated rights to claim priority), rights to the grant of and extensions of the same, and all other intellectual and industrial property including but not limited to all similar or analogous rights throughout the world, in each case for the full term of the relevant right.

Initial Period: has the meaning given to it in Clause 6.1.

MBCS: Professional Member of BCS.

Organisational Membership Co-ordinator: the BCS employee who will be a point of contact for the Client in accordance with Clause 3.

Organisational Membership Scheme: the scheme offered by BCS to the Client under this Agreement which enables the Client to offer BCS membership to its employees and which includes the benefits set out in the Email Confirmation.

Personal Data Breach: means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed under this Agreement.

Proposal: the PDF or Word document titled “Organisational Membership Proposal” sent to the Client by email, prior to the Initial Period, which lists the available benefits to the Client under the Organisational Membership Scheme. Any benefits agreed by the parties shall be set out in the Email Confirmation.

Qualifying Criteria: the criteria for membership of BCS set out in Schedule 2 as may be amended in accordance with Clause 5.1.

Renewal Term: has the meaning given to it in Clause 6.1.

SFIA: Skills Framework for the Information Age (see www.sfia.org.uk).

Term: the Initial Period and any Renewal Term(s).

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to **writing** or **written** includes email.
- 1.10 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 **RIGHTS GRANTED TO THE CLIENT**

- 2.1 BCS grants to the Client a non-exclusive, non-transferrable, revocable licence to use the BCS Trade Mark in accordance with this Agreement for the Term.
- 2.2 This Agreement does not transfer to the Client title to the AMBCS or MBCS designations.
- 2.3 In consideration of payment made in accordance with Clause 7 and the Email Confirmation, the Client will be eligible to access the services set out in the Email Confirmation.

3 **OBLIGATIONS OF THE CLIENT**

- 3.1 The Client shall:
 - 3.1.1 assign individuals who are employed by the Client to act in the following roles as described in Schedule 1:
 - Sponsor
 - Champion
 - Co-ordinators
 - 3.1.2 provide BCS with the names and contact details for individuals assigned to the roles described in Clause 3.1.1 and promptly inform BCS of any replacements of such individuals. In the event that only one individual is appointed to fulfil the roles outlined in Clause 3.1.1, the Client shall provide to BCS the name and contact details of another employee should the named contact not be available;
 - 3.1.3 liaise with BCS from time to time as appropriate to ensure the successful day to day operation of the Agreement;
 - 3.1.4 satisfy the criteria set out in Schedule 1 as may be amended and updated by BCS from time to time in accordance with Clause 5;

- 3.1.5 provide, upon request of BCS, a self-assessment and activity report of the Client's systems and controls to assure the Client's compliance with Schedule 1;
 - 3.1.6 use reasonable endeavours to procure that individuals employed by the Client in IT roles who are admitted to membership of BCS comply with all requests for the submission of evidence to support the information given in their application concerning their qualifications and/or experience if their application record is selected for review by BCS;
 - 3.1.7 comply with the provisions of the BCS Brand Guidelines in connection with the use of the BCS Trade Mark, a copy of which has been provided to the Client;
 - 3.1.8 comply with the Guide for Co-ordinators, as amended from time to time by BCS, a copy of which has been provided to the Client;
 - 3.1.9 promote membership of BCS to individuals employed by the Client in IT roles whom it considers to be eligible to be admitted as members of BCS throughout the Term, in accordance with the Guide for Co-ordinators; and
 - 3.1.10 inform all individuals employed by the Client assigned membership under the Agreement that the individual's membership is contingent on this Agreement continuing in force and the individual remaining an employee of the Client. Should the individual leave the Client's employment, or the Agreement be terminated under Clause 11, the individual's membership will be cancelled and the individual will be invited to join BCS membership as an independent person.
- 3.2 BCS grants the Client permission to use the BCS Trade Mark for the purpose of announcing and promoting their Organisational Membership Scheme to individuals and clients. Employees of the Client who become BCS members may use the appropriate logo for their membership grade or registration as set out by the BCS Member Regulations. The Client is not permitted to use any other logo or names owned by BCS.

4 OBLIGATIONS OF BCS

- 4.1 BCS shall:
- 4.1.1 assign roles to individuals who are employed by or volunteers of BCS to provide the benefits listed in the Email Confirmation;
 - 4.1.2 liaise with the Client from time to time and ensure the day to day operation of the Agreement;
 - 4.1.3 ensure a representative from BCS is available during Business Days to discuss any questions arising from this Agreement;
 - 4.1.4 make available to the Client an Organisational Membership Scheme and grant it access to the Co-ordinator Portal within 10 days of the Effective Date; and
 - 4.1.5 process membership applications from individuals within two Business Days from receipt of the application.

5 RIGHTS OF BCS

- 5.1 BCS shall be entitled from time to time on giving reasonable notice in writing to:
- 5.1.1 issue the Client with updated Qualifying Criteria for the admission of individuals to Associate or Professional Membership of BCS as set out in Schedule 2;
 - 5.1.2 issue the Client with amendments to the BCS Brand Guidelines and the Guide for Co-ordinators; and
 - 5.1.3 modify or substitute any of the benefits or services (as set out in the Email Confirmation) or any portion thereof.

- 5.2 In the event of the need to substitute a benefit or service as set out in the Email Confirmation, BCS will use reasonable endeavours to provide a benefit or service of equivalent value to the original benefit or service.
- 5.3 BCS reserves the right:
- 5.3.1 to refuse admission of any individual as a member of BCS;
 - 5.3.2 to withdraw membership from any individual admitted to BCS membership, following an application under this Agreement. Reasons for taking this action may include but are not limited to:
 - (a) breach of the Code of Conduct by the individual which results in disciplinary proceedings;
 - (b) where evidence stated by an individual in their application for membership cannot be substantiated; and
 - (c) failure by any individual admitted to BCS membership to provide evidence of their qualifications and or work experience claimed in their application when requested.
 - 5.3.3 not to renew the membership of any individual admitted to membership of BCS under this Agreement. Reasons for taking this action include but are not limited to the circumstances referred to in Clause 5.3.2 and the failure of the Client to make payment of annual membership subscriptions as part of the Fee due under this Agreement and required as a condition of BCS membership.
- 5.4 Unless the Client provides written notice to BCS of its objection to it, BCS may advertise, publicly announce or use the Client's name and branding in any format, for promotion, publicity, marketing and advertising purposes only, in accordance with any guidelines provided.

6 DURATION OF THE AGREEMENT

- 6.1 This Agreement shall come into effect on the Commencement Date. Unless terminated earlier in accordance with Clause 11 (Termination), this Agreement shall continue for a period of one year from the Effective Date ("**Initial Period**") and shall automatically extend for successive one year periods ("**Renewal Term**") at the end of the Initial Period and at the end of each Renewal Term.
- 6.2 Prior to each Renewal Term, BCS shall issue an updated Email Confirmation to the Client which may include amended Fees to reflect updates, including, without limitation, additional memberships and/or benefits. The terms and conditions as set out in this Agreement shall otherwise remain the same, unless amended on agreement by the parties in accordance with Clause 17.3.

7 FEES

- 7.1 The Client shall pay BCS the applicable fees as set out in the Email Confirmation for each individual who are employees of the Client and who wish to be admitted to membership of BCS (the "**Fees**").
- 7.2 The Client's employees may only be admitted to membership of BCS after the completion of this Agreement and the receipt by BCS of a valid purchase order which shall be issued by the Client promptly after the Commencement Date for the Fees.
- 7.3 On receipt of a valid purchase order BCS will issue an invoice for the sum stated therein which shall be payable by the Client within 30 days from the date of the invoice.
- 7.4 All amounts payable by the Client to BCS under this Agreement shall be:
- 7.4.1 made to the bank account stated on the applicable invoice(s);
 - 7.4.2 paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law); and

- 7.4.3 non-refundable should the Client wish to reduce member numbers or benefits available during the Term.
- 7.5 Should the payment of any fees which are due remain outstanding for a period of 90 days or more, BCS reserves the right to suspend the Organisational Membership Scheme until such time that all outstanding payments have been made in full. In addition to the above, BCS reserves all its rights, including the right to apply an 8% interest charge above the Bank of England base rate to any outstanding balances, commence proceedings (without further reference to the Client should that prove necessary) to obtain a court judgment requiring the Client to pay the unpaid fees plus interest and costs.

8 INTELLECTUAL PROPERTY

- 8.1 The licence granted to the Client by BCS under Clause 2 does not transfer to the Client title to any Intellectual Property Rights to any related materials and documentation or to any rights in the BCS Trade Mark.

The Client shall:

- 8.1.1 use the BCS Trade Mark in the form stipulated from time to time by BCS, including in the BCS Brand Guidelines, and shall comply with any reasonable directions given by BCS in relation to such matters;
- 8.1.2 not use the BCS Trade Mark in any way which would tend to allow it to become generic, lose its distinctiveness, or become liable to mislead the public;
- 8.1.3 not adopt, use or register publicly any trade mark or device anywhere in the world that incorporates, is confusingly similar to or unfairly competes or is likely to deceive or cause confusion with the BCS Trade Mark, including without limitation, as part of any business or trading name or style of the Client or as part of the domain name/website address of the Client;
- 8.1.4 not do or fail to do any act or thing whereby the validity, enforceability of BCS's ownership of the BCS Trade Mark or the reputation or goodwill associated with the BCS Trade Mark, anywhere in the world, is likely to be prejudiced;
- 8.1.5 acknowledge that except as expressly provided in this Agreement all rights and associated goodwill and Intellectual Property Rights in the BCS Trade Mark will be vested at all times in BCS;
- 8.1.6 not use the BCS Trade Mark for any purpose other than as set out in this Agreement; and
- 8.1.7 promptly inform BCS of any suspected:
- (a) unauthorised use of the BSC Trade Mark (or any confusingly similar mark) of which it becomes aware; or
 - (b) breach by the Client of its obligations in this Clause 8.1.
- 8.2 If the Client breaches any of the provisions of this Clause 8, resulting in a claim against BCS for infringement of any Intellectual Property Right ("**IP Claim**"), the Client will at BCS's request: (i) defend and hold harmless BCS against the IP Claim at the Client's cost and expense, and (ii) pay all costs, damages and expenses, and final judgments (including reasonable legal fees) finally incurred by BCS through a court of competent jurisdiction or as agreed to in a written final settlement agreement arising out of such IP Claim; provided that: (i) BCS promptly notifies the Client in writing no later than 30 Business Days after BCS's receipt of notification of a potential claim; (ii) the Client may assume sole control of the defence of such claim and all related settlement negotiations, but in no event shall the Client agree to any settlement in which fault is attributed to BCS without prior receipt of written approval from BCS; and, (iii) BCS provides the Client, at the Client's request and expense, reasonable assistance, information and authority necessary to perform the Client's obligations under this Clause 8.2.
- 8.3 Notwithstanding Clause 8.2, BCS reserves the right to retain the conduct of all proceedings relating to the BCS Trade Mark and shall in its sole discretion decide what action (including

litigation, arbitration or compromise) if any to take in respect of any infringement or alleged infringement of the BCS Trade Marks or any claim of passing off, breach of confidence or any other claim or counterclaim brought or threatened in respect of the use of the BCS Trade Mark.

9 LIMITATION OF LIABILITY

9.1 Nothing in this Agreement shall limit or exclude either party's liability for:

9.1.1 death or personal injury resulting from its negligence;

9.1.2 fraud or for fraudulent misrepresentation; or

9.1.3 any other liability which cannot be limited or excluded by law.

9.2 Subject to Clauses 8.2 and 9.1, neither party shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for loss of profits; loss of business; loss of agreements; loss of anticipated savings; loss of or damage to goodwill or any indirect or consequential loss.

9.3 Subject to Clauses 8.2 and 9.1, each party's total liability to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the fees paid under this Agreement in the 12 month period immediately preceding the month in which the claim arises, save in respect of any breaches of Clause 12 for which each party's maximum aggregate liability shall not exceed £1,000,000 (one million GBP).

10 CONFIDENTIALITY

10.1 Each party shall use the Confidential Information of the other party disclosed to it (by whoever disclosed) only for the proper performance of its duties under the Agreement and shall not without the disclosing party's written consent disclose or permit the disclosure of the Confidential Information, except in confidence for the proper performance of its duties under the Agreement to those of its employees, officers and professional advisers who need to have access to it.

10.2 Each party shall take all reasonable precautions (and at least as great as those it takes to safeguard its own Confidential Information) to safeguard every part of the Confidential Information for a period of five years from the date of disclosure of the said Confidential Information.

10.3 The provisions of this Clause 10 shall not apply to Confidential Information that:

10.3.1 the receiving party can prove was known to the receiving party or in its possession before that information was acquired from, or from some person on behalf of, the disclosing party;

10.3.2 is in or enters the public domain through no wrongful default of the receiving party or any person on its behalf, provided that this Clause 10 shall only apply from the date that the relevant Confidential Information enters the public domain;

10.3.3 the receiving party receives from a third party without similar obligations of confidence in circumstances where the third party did not obtain that information as a result of a breach of an obligation of confidence; or

10.3.4 is required to be disclosed by any applicable law or by order of any court of competent jurisdiction or any government body, agency, professional or regulatory body, to the extent of the required disclosure.

10.4 Within five Business Days of receipt of a request to do so, made at any time and in any event if the Agreement is terminated, the receiving party shall promptly return or destroy (at the option of the disclosing party) and erase from its computer and communications systems (to the extent technically and legally possible) all Confidential Information of the disclosing party.

11 TERMINATION

11.1 The Agreement may be terminated:

11.1.1 by either party voluntarily by giving at least two months' prior written notice to the other;

11.1.2 with immediate effect upon written notice by either party in the event that the other party is:

- (a) in material breach of an obligation under this Agreement and, in the event of a breach capable of remedy, has failed to remedy such breach within 30 days of service of a notice on that party requesting its remedy; or
- (b) (i) unable to pay its debts as they fall due; (ii) passes a resolution for winding up (other than for the purposes of a solvent amalgamation or reconstruction) or if a court of competent jurisdiction makes an order to that effect; (iii) enters into a composition or scheme of arrangement with its creditors or if a receiver, manager, administrator or administrative receiver is appointed over any of its assets; (iv) ceases or threatens to cease to do business; or (v) an analogous event occurs to the other party in any jurisdiction.

11.2 On termination of this Agreement, the Client shall promptly inform all individuals who have been admitted to membership of BCS under the Agreement that their memberships are now cancelled. In such cases, BCS will contact each individual to offer them the opportunity to renew their BCS membership as an independent person.

11.3 On termination of the Agreement for whatever reason, with the exception of termination due to material breach of the Agreement by BCS, the Client shall not be entitled to any refund of fees or proportion of fees.

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

12 **DATA PROTECTION**

The parties shall comply with the provisions of Schedule 5 (Data Sharing).

13 **ANTI-BRIBERY**

13.1 Each Party acknowledges and agrees that the other Party shall not be under any obligation to carry out any action or make any omission under this agreement to the extent that such Party reasonably believes it would be in breach of any and all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 ("Anti-Corruption Legislation").

13.2 Each Party acknowledges and agrees that

- 13.2.1 neither it nor any third party has breached any Anti-Corruption Legislation in order to enter into this Agreement;
- 13.2.2 it will not engage in any activity, practice or conduct which (i) would constitute an offence under sections 1,2 or 6 of the Bribery Act 2010 (ii) could implicate the other Party in an offence under the Bribery Act 2010 or (iii) is otherwise contrary to any Anti-Corruption Legislation;
- 13.2.3 it has, and will maintain in place, adequate procedures designed to prevent any associated person from undertaking any conduct that would give rise to an offence under section 7 of the Bribery Act 2010;
- 13.2.4 it, and each of its employees, directors, officers, subcontractors, agents and representatives that will do anything on its behalf in relation to the performance of its obligations under this Agreement, has not taken, and will not take, in the name of, for the account of or on behalf of the other Party, any actions in

furtherance of (and it has not omitted to and will not omit to take any action preventing): i) an offer, payment, gift, promise to pay or give, or authorisation of the payment or giving of any money or anything else of value to any public official or to any other person or entity; and/or ii) the request for agreement to or acceptance of any payment, gift, money or anything else of value, in each case, which constitutes a breach of any anti-bribery laws; and

- 13.2.5 from time to time, at the reasonable request of the other Party, it will confirm in writing that it has complied with clauses 4.1 to 4.4 above and will provide access to such people and/or information reasonably requested in support of such compliance.

14 DISPUTE RESOLUTION

- 14.1 If any dispute arises in connection with this Agreement, the parties shall try to resolve this in good faith and, if necessary, shall be referred to the parties' respective chief executives/managing directors who must meet within 10 Business Days of the reference to attempt to resolve the dispute. Neither party may initiate any legal action until such resolution has been reached, unless such party has reasonable cause to do so to avoid damage to its business or to protect or preserve any right of action it may have.
- 14.2 If the parties are for any reason unable to resolve a dispute within 30 days of it being referred to the chief executives/managing directors, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ("ADR Notice") to the other party to the dispute requesting a mediation. A copy of the request should be sent to the CEDR.
- 14.3 The mediation will start not later than 20 Business Days after the date of the ADR Notice. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.

15 FORCE MAJEURE

- 15.1 Neither party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement caused by a Force Majeure Event.
- 15.2 The party claiming the Force Majeure Event will promptly notify the other in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage.
- 15.3 If the period of delay or non-performance continues for four weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving 30 days' written notice to the affected party.

16 ASSIGNMENT

This Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other party.

17 MISCELLANEOUS

- 17.1 A person who is not a party to this Agreement shall not be entitled to enforce any term of this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 17.2 In connection with this Agreement, each party is an independent contractor and as such will not have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

- 17.3 No amendment of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 17.4 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement or the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement. The parties shall negotiate in good faith to modify any such provisions so that to the greatest extent possible they achieve the same effect as would have been achieved by the invalid or unenforceable provisions.
- 17.5 Each party shall at its own expense take all reasonably necessary steps and cooperate fully with the other party to ensure that it obtains the full benefit of this Agreement and shall execute such documents and take such other steps (or procure other necessary persons to take such steps) as are reasonably necessary or appropriate for vesting in the other party all its rights and interests in this Agreement and the full benefit of this Agreement.
- 17.6 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied, between the parties relating to such subject matter.
- 17.7 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.
- 17.8 All notices between the parties with respect to this Agreement shall be in writing and signed by or on behalf of the party giving it. Any notice shall be duly served (i) on delivery if delivered by hand, (ii) 48 hours after sending if sent by first class post or recorded delivery or (iii) on sending if sent by email (provided that a copy is also sent by post), provided that in each case the notice is sent to the address of the addressee in this Agreement or such other address as the addressee may from time to time have notified for the purpose of this Clause 17.8.
- 17.9 No failure or delay by a party to exercise any right or remedy provided under this 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.
- 17.10 Each party shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.
- 17.11 This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual claims or disputes) shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of The British Computer Society using the business name BCS, The Chartered Institute for IT:

Signature:

Signatory's Full Name:

Job title:

Date:

Signed for and on behalf of Department for Work and Pensions:

Signature:

Signatory's Full Name:

Job title:

Date:

SCHEDULE 1 – CRITERIA FOR ASSESSMENT OF THE CLIENT

1. The Organisation

- 1.1 Should employ IT practitioners whose skills and competence fall within the scope of the IT Profession as defined by BCS as skills and competence contained within the SFIA framework.
- 1.2 Should be committed to the development of its employees and reflect this commitment in its HR policies and procedures.
- 1.3 Should support the continuing professional development of its employees.
- 1.4 Assigns the following roles:
 - 1.4.1 **Sponsor:** The sponsor should act as a top level champion for the scheme promoting and supporting BCS membership;
 - 1.4.2 **Champion:** The champion will be an advocate of membership of BCS responsible for promoting the relevance and importance of BCS membership to their colleagues; and
 - 1.4.3 **Co-ordinator:** a minimum of two individuals should be assigned the role of co-ordinator who will:
 - communicate with individuals employed by the Client in IT roles whom it considers are eligible for membership of BCS; and
 - liaise with BCS to assist the Client to gain full benefit from the Agreement.

2. OPERATION AND RENEWAL

The continuance of the Agreement will be subject to periodic meetings between representatives of the parties during the Term.

Prior to each automatic renewal of the Agreement the operation of the Agreement will be reviewed. The purpose of the review will be to assure continuing compliance with the terms of the Agreement including but not limited to the promotion of membership of BCS.

In connection with this review the Client shall, on BCS' written request, provide electronic copies of any documents that BCS reasonably request.

SCHEDULE 2 – QUALIFYING CRITERIA FOR THE AWARD OF MEMBERSHIP OF BCS

Individuals employed by the Client in IT roles may be admitted to membership of BCS subject to them meeting the criteria set out in the BCS Trustee Board Regulations Section II – Classes of membership for admission to membership of BCS.

Individuals may be requested to provide copies of qualifications or further evidence of experience given in their application for membership. Failure to provide any evidence requested may result in membership being withdrawn (see Clause 5.3.2).

Individuals admitted to membership of BCS will be required to agree to comply with the Code of Conduct (www.bcs.org/codeofconduct).

Membership Class: Professional Grade: Member

Records must evidence that each application recommended for membership of BCS at the grade of Member has met the following assessment criteria. Individuals granted membership at this grade are entitled to use the postnominals MBCS.

Applicants will be considered eligible for the grade of Member when they:

- Are active within the scope of the IT profession; or
- Hold qualifications determined as equipping the learner to undertake roles within the scope of the IT profession.

Membership Class: Ordinary Grade: Associate

- Applicants will be considered eligible for the grade of Associate Member when they are in an apprenticeship position.

SCHEDULE 3 – BCS TRADEMARK

The trade mark set out below is the “BCS Trade Mark” to which this Agreement refers:



The Client shall use the BCS Trade Mark which is provided at <http://interact.bcs.org/organisational-membership/bcs-organisational-membership-logo-installer.zip> .

Examples of when the Client may use the BCS Trade Mark include:

- Literature and advertisements aimed at recruiting IT professionals;
- Presentations;
- Intranet, newsletters and other collateral produced to encourage staff to participate in the membership scheme;
- More general marketing collateral, including the Client's website.

SCHEDULE 4 – MEMBERSHIP AND BENEFITS

As specified in the Email Confirmation, the following services may be provided to the Client by BCS:

- Remission of membership subscriptions for individuals employed by the Client in IT roles who are admitted to membership of BCS at the grade of AMBCS or MBCS (or other levels if agreed) - whichever is applicable to the individual;
- Associated benefits with membership.

Note

- Membership is not subject to VAT.
- Any additional benefits and services as described in this Schedule 4, the Proposal or the Email Confirmation may be subject to VAT. This shall be confirmed in the Email Confirmation.
- The Fees are reviewed by BCS on an annual basis. The Client shall receive an Email Confirmation prior to each Renewal Term which shall contain notification of any increase in Fees from the Initial Term or previous Renewal Term.

Individuals employed by the Client in IT roles admitted to membership of BCS will be eligible to receive all benefits associated with membership of BCS applicable to their individual grade of membership. See <http://www.bcs.org/content/conCertification/115> for more details.

SCHEDULE 5 – DATA SHARING

Words and definitions used in this Schedule shall unless defined separately below or the context otherwise requires, bear the meanings given to them in the Agreement.

1. DEFINITIONS

Agreed Purposes:	to fulfil each party's obligations under the Agreement including: (a) setting up membership (b) granting the Client's staff access to MyBCS (being the online portal for BCS members on www.bcs.org).
Commissioner	the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018).
Data Protection Legislation:	<p>means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) ("UK GDPR"); the Data Protection Act 2018 (and regulations made thereunder) ("DPA 2018") and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;</p> <p>The terms "processor", "controller", "data subjects", "processing" and "personal data" shall be interpreted in accordance with the Data Protection Legislation.</p>
Permitted Recipients:	The parties to the Agreement, the employees of each party and any third parties engaged to perform obligations in connection with this Agreement.
Personal Data Breach:	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.
Shared Personal Data:	<p>the personal data to be shared between the parties under paragraph 2.1 of this Schedule which must not be irrelevant or excessive with regards to the Agreed Purpose and shall be confined to the following categories of information relevant to the following categories of data subject:</p> <ul style="list-style-type: none">a) Identification data (name, surname, date of birth)b) Contact data (email address, postal address, telephone number).

2. SHARED PERSONAL DATA

2.1 This Schedule sets out the framework for the sharing of data between the parties as Controllers.

3. EFFECT OF NON-COMPLIANCE WITH DATA PROTECTION LEGISLATION

- 3.1 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation.
- 3.2 Any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate the Agreement with immediate effect.

4. PARTICULAR OBLIGATIONS RELATING TO DATA SHARING

4.1 Each party shall:

- (a) ensure that it has legitimate grounds under the Data Protection Legislation for the processing of Shared Personal Data;
- (b) ensure that it provides clear and sufficient information to the data subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their personal data, the legal basis for such purposes and such other information as is required by Article 13 of the UK GDPR. This includes giving notice that, on the termination of the Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (c) ensure that it has all necessary consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (d) ensure that Shared Personal Data is accurate and that it has relevant processes to update such Shared Personal Data;
- (e) process the Shared Personal Data only for the Agreed Purposes;
- (f) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (g) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by the Agreement;
- (h) ensure that it has in place appropriate technical and organisational measures to (i) protect against unauthorised or unlawful processing of Shared Personal Data and against accidental loss or destruction of, or damage to the Shared Personal Data; and (ii) ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Shared Personal Data to be protected;
- (i) comply with its obligation to report a Personal Data Breach to the Commissioner and (where applicable) data subject; and shall each inform the other party of any Personal Data Breach, irrespective of whether there is a requirement to notify the Commissioner or data subject(s);
- (j) ensure that it does not retain or process the Shared Personal Data for longer than is necessary to carry out the Agreed Purposes; save where it is required to retain such data in accordance with any statutory retention period; and
- (k) not transfer any personal data received from the other party outside the United Kingdom without obtaining the other party's prior written consent.

5. MUTUAL ASSISTANCE

- 5.1 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any data subject access request;
- (c) provide the other party with reasonable assistance in complying with any data subject access request;
- (d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement unless required by law to store the personal data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from Share Personal Data transfers;
- (i) provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner;
- (j) maintain complete and accurate records and information to demonstrate its compliance with this paragraph 5; and
- (k) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation.