

SPECIFICATION AND TENDER RESPONSE DOCUMENT

This Specification and Tender Response Document is made on 10 December 2020.

Background

- A. The Authority wishes to deliver Better Business Cases (“**Product**”) training and examinations to its personnel.
- B. The APM Group Limited (“**APMG**” or “**Supplier**”) has been appointed by Her Majesty’s Treasury (the “**Product Owner**”) as the accreditation body for the Product and has rights to grant Product accreditation to organisations and individuals who meet the required standards, and to deliver Product examinations.
- C. The Authority wishes to submit itself for assessment by APMG for accreditation and to purchase examination services from APMG on an ongoing basis in relation to the Product as set out in the Proposal (the “**Services**”).
- D. APMG and the Authority agree to enter into the NHS Terms and Conditions for the Provisions of Services (Purchase Order Version) subject to the special terms and conditions set out in this Specification and Tender Response Document.

Notwithstanding anything to the contrary in any other part of the Contract, the Authority and the Supplier hereby agree to the following terms and conditions:

1. Definitions and interpretation

- 1.1. In this Specification and Tender Response Document, expressions defined in Schedule 4 (Definitions and Interpretations) of the NHS Terms and Conditions for the Provisions of Services (Purchase Order Version) and used in this Specification and Tender Response Document have the meaning set out in that Schedule.
- 1.2. The following definitions apply to this Specification and Tender Response Document in addition to the definitions and rules of interpretation provided in Schedule 4 (other than as amended by this Specification and Tender Response Document below):

“**Accreditation Certificate**” means the Product-specific certificate issued by APMG confirming that accreditation has been granted in accordance with the APMG Quality Manual and Scheme Rules.

“**Accredited Training Organisation (or ATO)**” means an organisation which is accredited and licensed by APMG to perform Product training and administer Product examinations.

“**Agreed Purposes**” means the delivery of the Services and management of the Product scheme;

“**APMG AO Portal**” means the secure online platform for the accredited community to make bookings for certain Services and which is accessible via the APMG international website

“**APMG Quality Manual**” means the APMG quality management system which defines APMG’s policies and procedures for accreditation and certification services (as amended by APMG from time to time) and which is made available via the APMG Network.

“**APMG Network**” means the secure online portal for the accredited community to access certain APMG information, resources and Confidential Information.

“Approved Trainer” means a trainer who has met and/or exceeded the eligibility requirements, passed the accreditation assessment process and continues to meet the criteria as started by APMG allowing them to deliver accreditation training with an ATO.

“Head Agreement” means the Agreement between APMG and the Product Owner which gives APMG the right to offer accreditation and examination services in relation to the Product and provide the licences set out in Appendix A to this Specification and Tender Response Document.

“IP Guidelines” means the APMG guidelines for the use of APMG and Product logos in connection with the marketing of any accreditation granted by APMG and which is made available via the APMG Network.

“Permitted Recipients” means the Parties to the Contract, the employees of each Party, any third parties engaged to perform obligations in connection with the Services, and the Product Owner.

“Product Scheme Brochure” means the brochure for the Product containing information and requirements specific to the Product and which is available via the APMG Network.

“Proposal” means the commercial proposal, quotation or other document issued by APMG to the Authority setting out the services offered by APMG and the fees payable by the Authority to APMG for such services.

“Scheme Rules” means the rules and requirements applicable to the Product as set out and as may be amended by the Product Owner from time to time, including (but not limited to) the requirements laid out in the Product Scheme Brochure and any other requirement detailed in the APMG Quality Manual and any other document referred to in it, and any requirements notified by the Product Owner from time to time.

“Shared Personal Data” means the Personal Data to be shared between the Parties in connection with the Services. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- (a) Product examination candidates – name, contact details (including email, telephone number and physical address) and examination information (including date and time of examination and examination result); and
- (b) Product trainers - name, contact details (including email, telephone number and physical address), examination information (including date and time of examination and examination result) and accreditation status.

2. Order of precedence

- 2.1. Notwithstanding Clause 6 of Schedule 1 and Clause 1.10 of Schedule 4, where there is a conflict between the terms of this Specification and Tender Response Document and any other part of the Contract, this Specification and Tender Response Document shall prevail.
- 2.2. Should there be a conflict between the provisions of this Specification and Tender Response Document and any other part of the Contract the order of priority for construction purposes shall be:
 - 2.2.1. this Specification and Tender Response Document (including Appendix A - Better Business Cases Trade Mark and Crown Copyright Sub-Licence);
 - 2.2.2. the provisions on the front page of the NHS Terms and Conditions for the Provisions of Services (Purchase Order Version);
 - 2.2.3. Schedule 1: Key Provisions;

- 2.2.4. Schedule 2: General Terms and Conditions;
- 2.2.5. Schedule 3: Information Governance Provisions;
- 2.2.6. Schedule 4: Definitions and Interpretations; and
- 2.2.7. any other documentation forming part of the Contract in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict.

Clause 6.1 of Schedule 1 shall be amended accordingly.

3. Authority's Obligations

3.1. The Authority shall:

- 3.1.1. comply in all respects with the APMG Quality Manual (and any document referred to in it) and the Scheme Rules;
- 3.1.2. provide, in a timely manner and at no charge, access to documents, data, information and personnel as required by the Supplier to perform the Services and ensure that any such documents, data and information are accurate in all material respects. For the avoidance of doubt, the provisions of Clause 4.1 of Schedule 2 do not affect the Authority's obligation to submit all required information and materials to APMG for assessment in accordance with the requirements set out in the APMG Quality Manual. APMG shall not be liable for any delay or non-performance of Services caused by, or resulting from, the Authority's failure to provide all required information and materials;
- 3.1.3. enter into, and comply in all respects with, the Better Business Cases Trade Mark and Crown Copyright Sub-Licence set out in Appendix A to this Specification and Tender Response Document;
- 3.1.4. submit itself for assessment, re-assessment and surveillance in accordance with the procedures laid out in the APMG Quality Manual and pay the Supplier all fees due in connection with such assessment, re-assessment or surveillance;
- 3.1.5. carry out its obligations as an ATO with all due skill, care and diligence and provide carefully tailored Product training courses that meet in full the requirements laid down by APMG as documented in the APMG Quality Manual and the official Product syllabus;
- 3.1.6. act with integrity at all times and not provide any inappropriate advice, support or assistance to Product examination candidates;
- 3.1.7. obtain all required permissions from data subjects prior to sharing any Personal Data with the Supplier;
- 3.1.8. provide training courses only to people employed by or directly delivering services to the Authority or employed within the Department of Health & Social Care (DHSC), its other Arm's Length Bodies, NHS provider Trusts, NHS Foundation Trusts and NHS Clinical Commissioning Groups;
- 3.1.9. provide examinations only to those who have attended a training course delivered by the Authority;
- 3.1.10. be responsible for every act or omission of its subsidiaries, affiliates, brokers and resellers (as defined in the APMG Quality Manual), if any, as if it was the act or omission of the Authority and the Authority shall be liable to APMG as if such act or omission had been committed or omitted by the Authority itself;

3.1.11. not at any time declare that it is accredited or in any other way approved by APMG in respect of any activity that is outside the scope of the accreditation granted by APMG to the Authority.

4. Contract Price

- 4.1. In return for accrediting the Authority to operate Product training and offer Product examinations, the Authority will pay to the Supplier all applicable fees as determined by the Supplier and set out in the Proposal.
- 4.2. The Supplier reserves the right to review and amend its fees on an annual basis. Any changes to fees will be notified to the Authority at least three (3) months prior to the change coming into force. Any changes in price shall not exceed the Consumer Price Index (CPI) for the preceding month.
- 4.3. Notwithstanding Clause 4.2 above, the Supplier may increase its fees with immediate effect by written notice to the Authority where there is an increase in the direct cost to the Supplier of supplying the relevant services which exceeds 10% and which is due to any factor beyond the control of the Supplier (including, but not limited to, changes in exchange rates or remote proctoring costs). Any such increase in fees shall be no greater than the relevant increase in the Supplier's direct costs and shall be evidenced prior to any variation being approved.

5. Personal Data

- 5.1. Each Party acknowledges that one Party (referred to in this case as the Data Discloser) will regularly disclose to the other Party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 5.2. Each Party shall comply with all the obligations imposed on a Controller under the Data Protection Legislation, and 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 Contract with immediate effect.
- 5.3. Each Party shall:
 - 5.3.1. ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - 5.3.2. give full information to any data subject whose Personal Data may be processed under the Contract of the nature of such processing. This includes giving notice that, on the termination of the Contract, 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. For the avoidance of doubt, Personal Data processed by the Supplier in connection with the Services will be retained for the life of the Product scheme in accordance with the Supplier's privacy policy unless otherwise requested by the data subject;
 - 5.3.3. process the Shared Personal Data only for the Agreed Purposes;
 - 5.3.4. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - 5.3.5. 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 Contract;

- 5.3.6. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Personal Data;
- 5.3.7. not transfer any Personal Data received from the Data Discloser outside the EEA unless the transferor:
 - (a) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - (b) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) Binding corporate rules are in place or (iv) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.
- 5.4. Each Party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each Party shall:
 - 5.4.1. provide the other party with reasonable assistance in complying with any data subject access request;
 - 5.4.2. 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, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
 - 5.4.3. maintain complete and accurate records and information to demonstrate its compliance with this Clause 5; and
 - 5.4.4. 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.
- 5.5. Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any legal and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of the indemnifying party under this clause shall be subject to the limits set out in Clause 13 of Schedule 2.

6. Contract Term and Termination

- 6.1. The Contract will be valid and binding for as long as the Authority holds a valid Accreditation Certificate, unless terminated earlier in accordance with the provisions of the Contract (including the provisions of this Clause 6).
- 6.2. Any renewal or extension of the Contract shall be subject to the Authority's continuous compliance with the APMG Quality Manual, Scheme Rules and the Better Business Cases Trade Mark and Crown Copyright Sub-Licence set out in Appendix A.
- 6.3. Without prejudice to any other rights or remedies that the Supplier may have, the Supplier may terminate the Contract at any time by giving notice in writing to the Authority if:

- 6.3.1. the Authority fail to meet or maintain during the Term the requirements for accreditation set out in the APMG Quality Manual and/or the Product Scheme Brochure; or
- 6.3.2. the Authority is in breach of the Scheme Rules, IP Guidelines or the Better Business Cases Trade Mark and Crown Copyright Sub-Licence set out in Appendix A.
- 6.4. The Contract shall terminate automatically with immediate effect upon termination or expiry of the Head Agreement.
- 6.5. The parties acknowledge that no Exit Requirements are applicable to the Contract and Clause 15.9 of Schedule 2 is hereby excluded.
- 6.6. Following expiry or termination of the Contract for any reason:
 - 6.6.1. the Supplier shall retain data, including Personal Data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the Services, including items provided to the Supplier by the Authority, which are required for the proper management of the Product Scheme and/or to ensure compliance with the Supplier's obligation under the Head Agreement. The Supplier shall be allowed to share such data, documents and records with the Product Owner; and
 - 6.6.2. Personal Data processed by the Supplier in connection with the Services (including Personal Data of trainers and examination candidates) shall be retained by the Supplier for the life of the Product scheme unless otherwise required by the data subject.

7. General provisions

- 7.1. The Product Owner exclusively owns all rights in and to the Product, whether created before or after the commencement of the Contract.
- 7.2. The Product Owner may at any time withdraw the rights, licences and authorisations granted to the Supplier under the Head Agreement and, therefore, no warranty is provided by the Supplier that such rights, licences and authorisations will be maintained throughout the Term. Any provision in the Contract which places an obligation on the Supplier to maintain such rights, licences and authorisations for the duration of the Term is hereby excluded.
- 7.3. Licences granted to the Authority by the Supplier in connection with the Product are valid during the Term only and subject always to the provisions of the Better Business Cases Trade Mark and Crown Copyright Sub-Licence set out in Appendix A to this Specification and Tender Response Document. The Authority shall immediately discontinue use of or reference to its accreditation and of the Product upon the withdrawal of such accreditation howsoever determined, and shall immediately take any action (at the Authority's cost) in respect of any Approved Trainer holding certification with APMG and any affiliate, broker and/or reseller associated with the Authority as APMG may require.
- 7.4. The Scheme Rules may be amended by the Product Owner during the Term. The Supplier shall provide the Authority with as much notice of such amendments as reasonably possible. The Authority shall not unreasonably withhold or delay its consent to any reasonable variation or addition to the Contract required to give effect to such amendment, as may be required by APMG from time to time.
- 7.5. The APMG Quality Manual may be amended by the Supplier from time to time. Changes to the APMG Quality Manual will be notified to the Authority via the APMG Network in accordance with the Supplier's standard notification procedure for the accredited community.

- 7.6. Confidential Information of the Authority (including Personal Data provided by the Authority to the Supplier) may be disclosed to the Product Owner as required for the management of the Product scheme and to meet APMG's obligations under the Head Agreement.
- 7.7. The Supplier shall make Product materials and information available to the Authority via the APMG Network. The Supplier will not provide any equipment, consumables or other items or facilities in connection with the Services. For the avoidance of doubt, the Authority shall be responsible for all the equipment necessary for the delivery of online examination to candidates.
- 7.8. Complaints and appeals will be handled by the Supplier in accordance with the Supplier's complaints and appeals procedure available at [REDACTED]. The Authority accepts the Supplier's complaints and appeals procedure as sufficient to meet the requirements set out in Clause 18 of Schedule 2.
- 7.9. The Authority will access all available Service Information via the APMG AO Portal. The Supplier shall be under no obligation to provide Service Information to the Authority in a manner or quality other than via and as provided in the APMG AO Portal.
- 7.10. The Supplier may subcontract or delegate any or all of its obligations under the Contract to any third party.
- 7.11. Contact management review meetings will take place when necessary to ensure compliance with the accreditation requirements set out in the APMG Quality Manual. The parties will discuss and agree the date and time for such review meetings on a case by case basis. The Supplier shall not be required to submit a written contact management report to the Authority in preparation for such review meetings.
- 7.12. Clauses 10.1.4, 10.1.6 and 12.1.3 of Schedule 2 are hereby excluded from the Contract.
- 7.13. Clause 12.2 of Schedule 2 shall be amended to read as follows:
- 12.2 Liability under Clauses 12.1.1 of this Schedule 2 shall be unlimited. Liability under Clauses 12.1.2, 12.1.4 and 17.13 of this Schedule 2 and Clause 2.6 of Schedule 3 shall be subject to the limitation of liability set out in Clause 13 of this Schedule 2.*

This Specification and Tender Response Document has been entered into on the date stated at the beginning of it:

The APM Group Limited

Authority

APPENDIX A

BETTER BUSINESS CASES TRADE MARK AND CROWN COPYRIGHT SUB-LICENCE

This Agreement is made on 10 December 2020

Between

- (1) **The APM Group Limited** a company incorporated in England and Wales under registration number 02861902 whose registered office is at 6th Floor Sword House, Totteridge Road, High Wycombe, Buckinghamshire HP13 6DG ("**Sub-Licensor**"); and
- (2) **[INSERT ATO NAME]** a company incorporated in **[INSERT COUNTRY]** under registration number **[INSERT REG NUMBER]** whose registered office is at **[INSERT FULL ADDRESS]** ("**Sub-Licensee**").

Whereas

- (A) Her Majesty's Treasury ("**THE CLIENT**") is the proprietor of certain registered trade mark(s) and has a reputation in certain unregistered trade marks as detailed in Schedule 1 to this Agreement.
- (B) The Sub-Licensor has the right to grant sub-licences in relation to such registered trademark(s) and unregistered trademarks pursuant to an Agreement between THE CLIENT and the Sub-Licensor dated 02 April 2013 (the "**Head Licence Agreement**").
- (C) The Sub-Licensor has also been granted the right by THE CLIENT (acting under a delegated authority issued by the Controller of Her Majesty's Stationery Office) to grant sub-licences of certain Crown Copyrighted Value Added Material (as defined in the Treasury's document "Cross Cutting Review of the Knowledge Economy") pursuant to the Head Licence Agreement, and solely with respect to such goods and services as have been expressly accredited and agreed by THE CLIENT for such use.
- (D) The Sub-Licensee wishes to use such trade mark(s) and Crown copyrighted material in relation to certain goods and/or services and for certain purposes as detailed in Schedule 2 to this Agreement.
- (E) The parties now wish to enter into this Agreement in respect of the Sub-Licensee's use of such trade mark(s) and Crown copyrighted material, subject to the terms and conditions set out in this Agreement.

It is agreed

1 Definitions and Interpretations

1.1 In this Agreement:

Agreement means the clauses of this Agreement together with the schedules and any annexes to it and any documents referred to or attached to it.

Authorised Representative means the representative of the Sub-Licensor from time to time appointed by written notice to the Sub-Licensee or such other representative as notified to the Sub-Licensee in writing by the Sub-Licensor from time to time.

Change of Control means a change in Control of the Sub-Licensee.

Control means that a person or entity possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person or entity (whether through the ownership of voting shares, by contract or otherwise) and “**Controls**” and “**Controlled**” shall be interpreted accordingly.

Default means any breach of the obligations of either party (including but not limited to a fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either party, its employees, agents or sub-contractors, in connection with or in relation to the subject matter of this Agreement and in respect of which such party is liable to the other.

Dispute means any dispute arising from or connected with this Agreement including but not limited to any dispute regarding the existence, validity or termination of this Agreement, the consequences of its nullity or any Default.

Goods means the goods listed in Schedule 2, comprising only those goods accredited and/or agreed by or on behalf of THE CLIENT and in respect of which the Sub-Licensee is licensed to use the Trade Mark(s) under the terms of this Agreement.

Insolvency Event means, with respect to any given entity, that a winding up petition is presented or such entity enters into liquidation whether compulsory or voluntary otherwise than for the purpose of a bona fide solvent reconstruction or amalgamation, or a receiver, administrative receiver, manager or administrator is appointed in respect of the business or assets or any part thereof of such entity, or notice of intention to appoint an administrator is filed at Court or an application for an administration order is issued by the Court in respect of such entity, or such entity enters into any composition or arrangement with its creditors generally or any class of creditors, or such entity is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (except where a demand is made under Section 123(1)(a), and is for an amount of less than ten thousand pounds (£10,000)) or any similar event occurs under the law of any other jurisdiction.

Licensed VA Material means all copyright material made available to the Sub-Licensee in connection with the Sub-Licensee’s accreditation for the Better Business Case portfolio, including (but not limited to) vanilla materials, syllabus, sample papers, case models, marketing materials, guidance documents and accreditation documents.

Licensed IPR means all such intellectual property and similar rights in and to the Trade Marks and the Licensed VA Material as the Sub-Licensor is permitted to sub-licence hereunder pursuant to the Head Licence Agreement.

The CLIENT means Her Majesty’s Treasury, whose office is at 1 Horse Guard’s Road, London, SW1A 2HQHS.

Purpose means the purpose or purposes specified in Schedule 2, which are the sole purposes in respect of which the Sub-Licensee may use the Trade Mark(s) under the terms of this Agreement.

Product has the meaning given to it in Schedule 2.

Relevant End-User means any individual person or corporate user which is party to a Relevant End-User Licence.

Relevant End-User Licence means any licence granted by the Sub-Licensee which grants usage rights to any individual or corporate purchaser of [Goods/Services] comprising or containing Licensed VA Material.

Services means the services listed in Schedule 2, comprising only those services accredited and/or agreed by or on behalf of the Sub-Licensor and/or the CLIENT and in respect of which the Sub-Licensee is licensed to use the Trade Mark(s) under the terms of this Agreement.

Term means the period of the Sub-Licensee's accreditation as detailed on the accreditation certificate issued by the Sub-Licensor (the "Accreditation Date") unless terminated in accordance with Clause 9.

Territory means worldwide.

Trade Marks means the trade mark(s) details of which are set out in Schedule 1.

- 1.2 The singular includes the plural and vice versa
- 1.3 Reference to a gender includes the other gender and the neuter.
- 1.4 Any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related words.
- 1.5 The headings in this Agreement are for ease of reference only and shall not affect its interpretation.
- 1.6 References to clauses and schedules are, unless otherwise provided, references to the clauses and schedules to this Agreement.
- 1.7 References to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it.

2 Grant of Licence

- 2.1 The Sub-Licensor, acting under licence from the CLIENT, hereby grants to the Sub-Licensee a non-exclusive sub-licence in the Territory to use the Trade Marks in relation to the Goods/Services for the Purpose from the date of this Agreement and for the Term (unless terminated earlier in accordance with the provisions of this Agreement) and on the terms and conditions set out in this Agreement.
- 2.2 The Sub-Licensor, acting under licence from the CLIENT, hereby grants to the Sub-Licensee a non-exclusive sub-licence in the Territory, to use such material in relation to the Goods/Services for the Purpose from the date of this Agreement and for the Term (unless terminated earlier in accordance with the provisions of this Agreement) such sub-licence being subject to such further terms as are detailed in Schedule 5. For the avoidance of doubt, this Agreement confers no further rights whatsoever in relation to:
 - a) any copyrights in 'Delivering Public Value From Spending Proposals: Green Book Guidance on Public Sector Business Cases Using the Five Case Model' which the Sub-Licensee recognises and acknowledges are Crown copyrights that require separate copyright licences for their use; and

- b) any use of the Licensed VA Material with respect to goods and/or services other than such Goods/Services as have been accredited and agreed for use with the same, as further detailed in Schedule 2.
- 2.3 This Agreement is personal to the Sub-Licensee, which may neither assign, novate, sublicense or otherwise dispose of or create any trust in relation to any or all of its rights and obligations without the prior written consent of both the Sub-Licensor and the CLIENT.
- 2.4 The Sub-Licensee shall use its best endeavours at all times during the Term to create, promote and retain goodwill in the business of providing the Goods/Services under the Licensed IPR.
- 2.5 The Sub-Licensee shall notify the Sub-Licensor and the CLIENT in writing of any changes in the circumstances of the Sub-Licensee that may materially affect this Agreement.
- 2.6 Notwithstanding any other provision of this Agreement:
- a) all rights subsisting from time to time in and to the Licensed IPR shall, with the sole exclusion of the licences expressly granted under this Agreement and under the Head Licence Agreement, belong and remain the property of the Crown (save in respect of the Trade Marks, which are and shall be owned by the CLIENT) and accordingly nothing in this Agreement shall operate to vest any such rights in either the Sub-Licensee or the Sub-Licensor; and
 - b) the Sub-Licensee is expressly prohibited from purporting to assign, transfer or otherwise deal in such rights in any manner.

3 Consideration

- 3.1 In consideration of the rights granted under clause 0 the Sub-Licensee shall comply with all relevant terms of this Agreement and shall pay to the Sub-Licensor the royalties in accordance with the payment terms and conditions set out at Schedule 4.
- 3.2 The provisions of this Clause 3 shall remain in effect notwithstanding termination or expiry of this Agreement until the settlement of all subsisting claims by the Sub-Licensor.

4 Quality Control

- 4.1 The Sub-Licensee shall ensure that the Goods/Services supplied by it under or including the Licensed IPR conform to and comply in all respects with the standards, regulations and other provisions specified in Schedule 3 of this Agreement and all other requirements in respect of the Goods/Services which may be notified in writing from time to time by the Sub-Licensor and/or the CLIENT at their sole discretion.
- 4.2 The Sub-Licensee shall ensure that the Services shall be performed by appropriately experienced, qualified and trained personnel with all due skill, care and diligence.
- 4.3 The Sub-Licensee shall discharge its obligations in connection with the provision of the Goods/Services with all due skill, care and diligence including but not limited to good industry practice and in accordance with the Sub-Licensee's own established internal procedures.
- 4.4 The Sub-Licensee will permit the Authorised Representative on request to inspect, verify and audit the supply of the Goods/Services under this Agreement. For the purposes of such inspection, verification or audit, the Sub-Licensee shall permit, or procure the permission for the Authorised Representative and/or the CLIENT, to enter any premises used in connection

with the Goods and Services. The Sub-Licensee shall also at the reasonable request of the Authorised Representative give full cooperation to the Authorised Representative and/or the CLIENT (including the provision of documentation and making relevant people available) in relation to any such inspection, verification or audit and the Sub-Licensors shall meet all reasonable expenses incurred by the Sub-Licensee to third parties in giving such assistance.

- 4.5 The Sub-Licensee shall, upon request from the Sub-Licensors submit samples of all material bearing or including the Licensed IPR which it intends to use (together with an English translation if the material is not in English), including all advertising, promotional and other documentary material and material intended for dissemination in electronic form including invoices and office stationery to be used in relation to the Goods/Services after the date of this Agreement to the Sub-Licensors and/or the CLIENT for quality control purposes.

5 Use of the Licensed IPR and Marking

- 5.1 The Sub-Licensee shall use the Trade Marks in the form stipulated from time to time by the Sub-Licensors and/or the CLIENT and shall observe any reasonable directions given by the Sub-Licensors and/or the CLIENT as to colours and size of representations of the Trade Marks and their manner and disposition in relation to the Goods/Services and all advertising, promotional and other documentary material which makes use of the Trade Marks.
- 5.2 The Sub-Licensee shall only make use of the Trade Marks for the Purpose and, in particular, shall not use the Trade Marks in any way which would tend to allow them to become generic, lose their distinctiveness, become liable to mislead the public, or which would or could jeopardise their value or validity, or be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of the Sub-Licensors and the CLIENT.
- 5.3 Whenever the Trade Marks are used by the Sub-Licensee such use shall be accompanied by wording and clear marking to show that these are trade marks used by the Sub-Licensee with the permission of the CLIENT. If a Trade Mark is registered in the relevant country of use (as indicated in Schedule 1 or as notified by the Sub-Licensors or the CLIENT from time to time) the Sub-Licensee shall ensure that the ® symbol accompanies that mark and in all other cases the Sub-Licensee shall ensure that the ™ symbol accompanies the Trade Mark. The terms of such wording and marking, and its placing, shall be as specified in Schedule 2 or as reasonably specified by the Sub-Licensors and/or the CLIENT in writing.
- 5.4 The Sub-Licensee shall not use the Trade Marks accompanied by other trade marks (whether registered or not) or by words describing the Goods/Services unless the Trade Marks are sufficiently distinguished from the other trademarks and the surrounding and adjacent text and the CLIENT is clearly identified as the registered proprietor of the Trade Marks.
- 5.5 The Sub-Licensee shall not, by virtue of this Agreement, obtain or claim any right, title or interest in or to the Licensed IPR except the rights of use as are specifically set out in this Agreement, and the Sub-Licensee hereby acknowledges and agrees that the benefit of all such use shall at all times ensure to the CLIENT.
- 5.6 The Sub-Licensee shall not adopt or use any trade mark, symbol or device which incorporates or is confusingly similar to, or which is a simulation or colourable imitation of, the Trade Marks, or which unfairly competes with the Trade Marks.
- 5.7 The Sub-Licensee shall not at any time, whether during the term or following the termination or expiry of this Agreement, use the Trade Marks as part of any domain name or any corporate business or trading name or style of the Sub-Licensee.

- 5.8 The Sub-Licensee shall not at any time, whether during the term or following the termination or expiry of this Agreement, apply anywhere in the world to register any trademarks identical to or so nearly resembling the Trademarks as to be likely to deceive or cause confusion.
- 5.9 The Sub-Licensee will at the request of the Sub-Licensor or the CLIENT make joint applications with the Sub-Licensor or the CLIENT to the relevant authority in each Territory for the registration of the Sub-Licensee as a licensee and for that purpose the Sub-Licensor shall execute such documents as may reasonably be required.

6 Infringement of the Licensed IPR

- 6.1 If the Sub-Licensee learns of any infringement or threatened infringement of the Licensed IPR or of any action detrimental to the Licensed IPR or of any third party allegation that the Licensed IPR are liable to cause deception or confusion to the public the Sub-Licensee shall forthwith and without delay notify the Authorised Representative in writing giving full particulars of such circumstances and the Sub-Licensee shall make no comment or admission to any third party in respect of such circumstances.
- 6.2 The Sub-Licensor and/or the CLIENT shall have the conduct of all proceedings relating to the Licensed IPR and shall in their sole discretion decide what action (including litigation, arbitration or compromise) if any to take in respect of any infringement or alleged infringement of the Licensed IPR or any claim of passing off or any other claim or counterclaim brought or threatened in respect of the use of the Licensed IPR. Neither the Sub-Licensor nor the CLIENT shall be obliged to bring or defend any proceedings whether for infringement or otherwise in relation to the Licensed IPR if they decide in their sole discretion not to do so and the Sub-Licensee shall not be entitled to bring any action for infringement under Section 30 of the Trade Marks Act 1994, regardless of any such decision.
- 6.3 The Sub-Licensee shall at the request of the Authorised Representative give full cooperation to the Sub-Licensor and/or the CLIENT (including the provision of documentation and making relevant people available) in any action, claim or proceedings brought or threatened in respect of the Licensed IPR and the Sub-Licensor shall meet all reasonable expenses incurred by the Sub-Licensee to third parties in giving such assistance.

7 Indemnity by Sub-Licensee

- 7.1 The Sub-Licensee understands and agrees that the exercise of the licence granted to the Sub-Licensee under this Agreement is subject to all applicable laws, enactments, regulations and other similar instruments in the Territory (including, without limitation, all applicable local laws relating to advertising, broadcasting, health and safety and telecommunications), and that the Sub-Licensee shall at all times be solely liable and responsible for such due observance and performance. The Sub-Licensee will obtain at its own expense all licences, permits and consents necessary for the provision of the Goods/Services in the Territory.
- 7.2 The Sub-Licensee shall at all times (notwithstanding the termination of this Agreement) be liable for, indemnify and hold harmless the Sub-Licensor and the CLIENT (together with their respective officers servants, agents and authorised representatives) against any and all liability, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Sub-Licensor and/or the CLIENT (together with their respective officers servants, agents and authorised representatives) arising out of or resulting from any and all liability or other claims arising from Goods/Services provided by the Sub-Licensee in the Territory.

- 7.3 The Sub-Licensee shall obtain and maintain (notwithstanding the termination of this Agreement) liability insurance in an amount and on such terms and conditions as shall be appropriate for the claims identified in clause 7.2. Such policy of liability insurance shall contain an endorsement of the interests of the Sub-Licensors and the CLIENT or otherwise require the insurance company to give the Sub-Licensors and the CLIENT not less than 30 days' notice of cancellation or non-renewal of such insurance. The Sub-Licensee shall supply the Sub-Licensors and the CLIENT with a copy of its liability insurance policy if so requested. If the Sub-Licensors or the CLIENT decides in its sole discretion that the liability insurance is not appropriate in any respect for the claims identified in clause 7.2, then either of them may give notice specifying to the Sub-Licensee the further insurances, terms or amounts of liability insurance required by the Sub-Licensee. The Sub-Licensee will obtain the specified insurances within 30 days of receipt such notice from the Sub-Licensors or the CLIENT.
- 7.4 Neither the Sub-Licensors nor the CLIENT gives any warranty or representation that the use of the Licensed IPR by the Sub-Licensee shall not infringe the rights of any third party nor that any of the Licensed IPR are valid nor that any application for a Trade Mark shall proceed to registration. As at the date of this Agreement, the Sub-Licensors are not aware that use of the Licensed IPR in accordance with the Agreement would infringe any such rights.

8 Maintenance of Trade Marks

- 8.1 The Sub-Licensee undertakes not to do or permit to be done any act which would or might jeopardise or invalidate the registration of the Trade Marks nor to do any act which might assist or give rise to an application to remove the Trade Marks or which might prejudice the right or title of the CLIENT to the Trade Marks.
- 8.2 The Sub-Licensee will on request give to the Authorised Representative or the CLIENT any information as to its use of the Trade Marks which they may require and will (subject to the provisions of Clause 6 above) render any assistance reasonably required by either of them in maintaining the registration of the Trade Marks.

9 Termination

- 9.1 The Sub-Licensors may terminate this Agreement by immediate written notice in the event that:
- a) an Insolvency Event affecting the Sub-Licensee occurs;
 - b) the Sub-Licensee ceases or threatens to cease to carry on business;
 - c) the Sub-Licensee commits any Default of this Agreement;
 - d) the Sub-Licensee undergoes a Change of Control (except where the Sub-Licensors have given its prior written consent to the particular Change of Control, which subsequently takes place as proposed);
 - e) the Sub-Licensee challenges the validity of the Licensed IPR or any of them; or
 - f) the CLIENT (pursuant to the terms of the Head Licence Agreement) instructs the Sub-Licensors to terminate this Agreement.
- 9.2 This Agreement shall terminate automatically with immediate effect upon the termination or expiry of the Head Licence Agreement or the withdrawal of the Sub-Licensee's accreditation for Better Business Cases for any reason.

9.3 Termination of this Agreement shall be without prejudice to any existing rights and/or claims that the terminating party may have against the other, and shall not relieve such other party from fulfilling the obligations under this Agreement (including without limitation those obligations relating to the third party rights of the CLIENT) accrued prior to such termination.

10 Consequences of Termination or Expiry

10.1 In the event of termination or expiry of this Agreement:

- a) subject to clause 10.1(d) below, the licence granted under clause 0 shall terminate immediately;
- b) the Sub-Licensee shall if so requested by the Authorised Representative execute an assignment in favour of the CLIENT (or such other person as the CLIENT may direct) of any and all goodwill in the Trade Marks as may have accrued to the Sub-Licensee by reason of the use of the Trade Marks and by the Sub-Licensee being connected with the Trade Marks in the course of trade and all such rights (if any) as may have accrued to the Sub-Licensee in relation to the Trade Marks by reason of such use;
- c) the Sub-Licensee shall not later than 1 week from the date of termination or expiry remove or obliterate the Trade Mark(s) and the Licensed VA Material from all and any materials comprising or used in connection with the Goods/Services in the possession custody or control of the Sub-Licensee;
- d) with respect to any Goods/Services which contain or use Licensed VA Material, the Sub-Licensee acknowledges that:
 - i. the rights of any Relevant End User shall continue for the duration, and in accordance with the terms, of their applicable Relevant End-User Licence;
 - ii. any rights of THE CLIENT to payment or any statements with respect to the same shall remain in full force and effect; and
- e) the provisions of clause 1 (Definitions and Interpretations), 3. (Financial Provisions), 5.5, 5.7 and 5.8 (Use of Trade Mark(s) and Marking), 6 (Indemnity by Sub-Licensee), 10 Consequences of Termination), 11 (General) shall survive the termination or expiry of this Agreement.

10.2 Subject to the provisions of this Clause 10 the Sub-Licensee shall do nothing after the expiry or termination of this Agreement which might lead any person to believe that the Sub-Licensee is still licensed to use the Licensed IPR or is in any other way connected with either the Sub-Licenser or the CLIENT.

11 General

- 11.1 Each party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) reasonably required by the beneficiaries of such obligations from time to time for the purpose of giving such parties the full benefit of the provision of this Agreement.
- 11.2 Nothing in this Agreement shall (except as expressly provided) be deemed to constitute a partnership, or create a relationship of principal and agent for any purpose between the parties.

- 11.3 The Sub-Licensee shall not hold itself out to be the Sub-Licensor's or the CLIENT's agent nor as having any authority whatsoever to enter into any contract on behalf of the Sub-Licensor or the CLIENT nor give any warranty nor give any representation on behalf of the Sub-Licensor or the CLIENT nor make or settle any claim or pledge and credit of the Sub-Licensor or the CLIENT nor commit the CLIENT to any liability or obligation of any kind whatsoever.
- 11.4 No relaxation forbearance delay or indulgence by any party in enforcing any of the terms and conditions of this Agreement, or the granting of time by either party, shall prejudice, affect or restrict the rights and powers of that party under this Agreement nor shall any waiver by either party of any breach of this Agreement operate as a waiver of or in relation to any subsequent or any continuing breach of this Agreement.
- 11.5 This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and each party acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement. The only remedy available to either party in respect of such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Agreement. Nothing in this clause shall operate to exclude or restrict the liability of either party arising out of fraud or fraudulent misrepresentation.
- 11.6 The rights and remedies provided by this Agreement are cumulative and, unless otherwise provided in this Agreement, are not exclusive of any right or remedies provided at law or in equity or otherwise under this Agreement.
- 11.7 Subject to the enforcement by the CLIENT of its rights as set out in this Agreement, a person who is not a party to this Agreement has no right to under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to this Act.
- 11.8 No amendment or other variation to this Agreement shall be effective unless it is in writing is dated and is signed by a duly authorised representative of each party.
- 11.9 Any notice to be given under this Agreement shall be given in writing by personal delivery or by prepaid post to the address set out in this Agreement or to such other address as such party may have notified in writing to the other for such purposes. Any notice sent by post shall be deemed (in the absence of evidence of earlier receipt) to have been delivered 7 days after despatch and in proving the fact of despatch it shall be sufficient to show that the envelope containing such notice was properly addressed stamped and posted.
- 11.10 This Agreement may be entered into by the parties in any number of counterparts. Each counterpart shall, when executed and delivered, be regarded as an original, and all the counterparts shall together constitute one and the same instrument. This Agreement shall not take effect until it has been executed by both the parties. This Agreement may be validly exchanged and delivered by fax.
- 11.11 This Agreement shall be governed by and construed in accordance with the Laws of England and Wales.
- 11.12 Subject to Clause 11.13, the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales. Subject also to Clause 11.13, the parties agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and, accordingly, that they will not argue to the contrary.

- 11.13 The Sub-Licenser and or the CLIENT may at its sole discretion take proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Sub-Licenser and or the CLIENT may take concurrent proceedings in any number of jurisdictions.
- 11.14 The CLIENT may delegate any of its rights pursuant to this Agreement to the CLIENT authorised representative ("**the CLIENT Authorised Representative**") by notifying the Sub-Licensee in writing of such delegation. In such circumstances, the Sub-Licensee will perform its obligations pursuant to this Agreement to the CLIENT Authorised Representative as if that the CLIENT Authorised Representative was the CLIENT.

This Licence Agreement shall come into force on the date given at the beginning of this Agreement and is signed by:

[Redacted Signature]

[Redacted Signature]
Chief Executive Officer
AMP Group Ltd

Sub-Licensee

[Redacted Signature]
Chief Financial Officer
The National Health Service
Commissioning Board

NB: eSignatures will appear on the last page of this document



Schedule 1

The Trade Marks

1. Trade Marks

Unregistered:

| Trade Marks |
|--|
|  The logo for APMG International Better Business Cases, featuring a green swirl icon, the text "APMG International™" in blue, and "Better Business Cases" in green. |
| BETTER BUSINESS CASES™ |



Schedule 2

The Products and Permitted Uses

1 The Products

1.1 For the purposes of the Licence Agreement, the Products are any goods which bear the Trade Marks and Crown Copyright Material and which either exist in electronic and/or documentary form or which are capable of being reproduced in documentary form, including but not limited to:

1.1.1 instructional and training material used by the Sub-Licensee in the performance of training services conducted in accordance with the Better Business Case portfolio Qualifications Scheme/s, and relating to Better Business Case portfolio examinations in respect of which the Sub-Licensee has been accredited by the Sub-Licensors (such material includes PowerPoint presentations, computer based training products, hard/soft copy handouts and workbooks that are provided to those who attend your Better Business Case portfolio training courses;

1.1.2 advertising and promotional material, invoices, office stationery, and material intended for electronic distribution relating directly to the product for which accreditation has been granted for the accredited purpose;

provided that those materials have been approved for use by the Sub-Licensors in accordance with the standard approval procedure and the Sub-Licensee abides by the procedures detailed in Schedule 2, additional provisions; and

1.1.3 any services which are provided bearing the Trade Marks and/or the Crown Copyright Material (including all services for, the provision of instructional and training material, and entering candidates for Better Business Case portfolio examinations) , and which have been approved by the Sub-Licensors pursuant to the additional provisions in Schedule 2.

2 Permitted Uses

2.1. The Sub-Licensee shall only use the Products for the following uses:

2.1.1 in accordance with the current version of Better Business Case portfolio;

2.1.2 in accordance with the current Syllabus;

2.1.3 conducted in accordance with the current version of the Better Business Case portfolio Qualifications Scheme; and

2.1.4 in compliance with any requirements under the Better Business Case portfolio Qualifications Scheme for the Sub-Licensee's accreditation and/ or re-accreditation by the Sub-Licensors.

2.2 The Sub-Licensee notes that use of the Trade Marks and/or Crown Copyright Material on any material or products that are not stipulated within this Schedule and used for any other purpose other than the Permitted Uses requires a separate licence and is not covered by this Licence Agreement.



3 Usage Wording and Marking

3.1 The following wording as appropriate shall accompany any use of the Trade Marks by the Sub-Licensee:

| Logo and Symbology | Logo Acknowledgement Statement |
|---|--|
|  | The APMG-International Better Business Cases and Swirl Device logo is a Trade Mark of The APM Group Limited and Her Majesty's Treasury |
| Word Mark and Symbology | Word Mark Acknowledgement statement |
| BETTER BUSINESS CASES™ | BETTER BUSINESS CASES is a Trade Mark of Her Majesty's Treasury |

3.2 The wording to accompany any use of the Crown Copyright Material by the Sub-Licensee shall depend on the year of publication:

- For any Better Business Cases portfolio publication:

Source: **“Delivering Public Value From Spending Proposals: Green Book Guidance on Public Sector Business Cases Using the Five Case Model”** was produced by Her Majesty's Treasury”

“© Crown Copyright 201? Reproduced under licence from Her Majesty's Treasury”

- For any text reproduced from a Better Business Cases portfolio publication:

“Quoted **‘Delivering Public Value From Spending Proposals: Green Book Guidance on Public Sector Business Cases Using the Five Case Model’** text is from [TITLE]”

“© Crown Copyright 20?? Reproduced under licence from Her Majesty's Treasury”

- For any diagrams reproduced from a Better Business Cases portfolio publication:

The statement “© Crown Copyright 20?? Reproduced under licence from Her Majesty's Treasury” must relate to the year of publication of the document from which the diagram is taken. Therefore please fill in the correct date where it states “20??”

3.3 In accordance with clause 5 of this Licence Agreement, the placement of the Trade Marks and Crown Copyright Material usage wording shall at all times comply with the Guidelines and any other written instructions provided by the Sub-Licenser or Her Majesty's Treasury and with the terms of this Licence Agreement.



Schedule 3

Standards, Regulations and Other Provisions

The Sub-Licensee shall ensure that the Products to be promoted sold and provided by it under the Trade Marks conform to and comply in all respects with the standards and regulations and other provisions specified in this Schedule 3 of this Licence Agreement.

The standards and principles are that:

- 1 The Products shall at all times be fully aligned with the content of the current version of the Syllabus;
- 2 The Products shall at all times be fully aligned with the content of the current version of any relevant Better Business Case Portfolio publication;
- 3 The Products shall at all times be conducted in accordance with the current version of the Better Business Case Portfolio Qualifications Scheme;
- 4 The Products offered by the Sub-Licensee shall at all times be conducted in accordance with any requirements under the Better Business Case Portfolio Qualifications Scheme for the accreditation or re-accreditation of the Sub-Licensee by the Sub-Licensors.
- 5 The Sub-Licensee shall at all times comply with the CLIENT / Sub-Licensors' written instructions

Additional Provisions:

- a) After one month from the date of this Licence Agreement the CLIENT and/or The Sub-Licensors shall have the right to request on an exception basis a hard copy of all Products or material which bear the Trade Marks and Crown Copyright Material and which are in use by the Sub-Licensee (together with an English translation if the Products or material are not in English). For the avoidance of doubt such Products and material shall include but shall not be limited to items of advertising, promotional, instructional, training and other material which is in documentary or electronic form or which is capable of being reproduced in documentary form (including invoices and office stationery and material which is intended for dissemination in electronic form).
- b) The CLIENT/the Sub-Licensors may review such Products or material, on an exception basis and may from time to time give notice to the Sub-Licensee of the correct style and placement of the Trade Marks or Crown Copyright Material usage wording for the Products or material in question. On receipt of such notice, the Sub-Licensee shall within a period of two months amend the relevant Products or material so that the Trade Marks or Crown Copyright Material usage wording appears there as directed by the CLIENT and/or the Sub-Licensors and unless and until such amendment is duly made the Products or material shall be deemed not to have been approved by the CLIENT/or the Sub-Licensors.
- c) If the CLIENT and/or the Sub-Licensors finds any such Products or material to be unsatisfactory for any reason, the CLIENT and/or the Sub-Licensors may give notice to the Sub-Licensee requiring that the relevant Products or material shall be either modified as the CLIENT and/or the Sub-Licensors may direct, or withdrawn from use forthwith. On receipt of such notice, the Sub-Licensee shall immediately modify or withdraw from use (as appropriate) any such Products or



material. Such Products or materials shall be deemed not to have been approved by the CLIENT and/or the Sub-Licensors unless the CLIENT or the Sub-Licensors have required modifications in which case the material shall be deemed not to have been approved unless and until such modifications have been completed.

- d) Following the submission to the Sub-Licensors of refreshed or amended Products, the Sub-Licensee shall be entitled to treat the Products, and their associated services or material as having interim approval from the Sub-Licensors for their continued use, unless and until the Sub-Licensors should notify the Sub-Licensee that the service and/or its associated Products or material is not approved or requires amendments. Approval of such Products and their associated services or material may be made conditional upon the Sub-Licensee's compliance with the CLIENT's written instructions as to the correct style and placement of the Trade Mark usage wording.
- e) If the Sub-Licensee wishes to provide any Products, including new or amended Products, which have not been approved under item (d) above and/or wishes to use any Products or material which bear the Trade Marks and/or Copyright Material (and which have not been approved under the procedures set out in items (a) to (d) above) after the commencement of this Licence Agreement it shall first submit a brief summary to the Sub-Licensors and if requested by the Sub-Licensors a hard copy of all such Products or material for prior written approval (together with an English translation if the Product or material is not in English). The Sub-Licensee shall not provide any such new or amended Products or material without such prior written approval which may be made conditional upon the Sub-Licensee's compliance with the CLIENT's written instructions as to the correct style and placement of the Trade Mark usage wording. The Sub-Licensors shall use its reasonable endeavours to give written approval (or otherwise) of any such new or amended Products or material to the Sub-Licensee within thirty (30) days of receipt.



Schedule 4

Payment Terms and Conditions

1. The applicable licence fee is included in the Sub-licensee's accreditation fees as set out in the proposal document issued by APMG to the sub-licensee.
2. Payment terms are as set out in the proposal.



Schedule 5

Inspection and Audit of Products

In accordance with clause 4 of this Agreement the Authorised Representative may undertake an inspection and audit of the Sub-Licensee's Products as set out below. For the avoidance of doubt, the right to undertake an inspection and/or audit under clause 4 of this Agreement is an independent right outside any agreement the Sub-Licensee has with the Sub-Licensor with regards to regular inspections, checks, approvals and/or audits.

1. The Sub-Licensor shall use all reasonable endeavours to provide 2 weeks' prior written notice (which shall include notice by e-mail) of any proposed audit or inspection.
2. An audit or inspection may take place for general quality audit purposes or may be triggered by a complaint or any other external information the Sub-Licensor may receive from any stakeholders, (including but not limited to examination candidates, clients, examiners, assessors) which raise a concern regarding the quality of any accredited Products; the identity of any complainant or informant will not be disclosed.
3. There shall be no limit on the number of audits or inspections where such audits have been triggered by a complaint, but any general quality audit/inspection shall not take place more than once every 6 months.
4. The Sub-Licensor will share the findings of the audit/inspection (which may include any remedial actions to be undertaken by the Sub-Licensee to ensure its compliance with this Agreement) with the Sub-Licensee.
5. Any remedial action identified as being required by the audit/inspection will be supervised and managed by the Sub-Licensor.

As an alternative to conducting an audit or inspection where a complaint has been received, the Sub-Licensor may, at its sole discretion where the Sub-Licensor considers the subject of the complaint to be a minor issue, raise the matter with the Sub-Licensee and will undertake any further investigation and inspection as necessary.

Signature Area

Organisation Name:
NHS England

Role/Title:
Chief Financial Officer

Name:

[Redacted Name]

Signatur

 DocuSigned by:
[Redacted Signature]

Organisation Name:
AMP Group Limited

Role/Title:
Chief Executive Officer

Name:

[Redacted Name]

Signatur

 DocuSigned by:
[Redacted Signature]