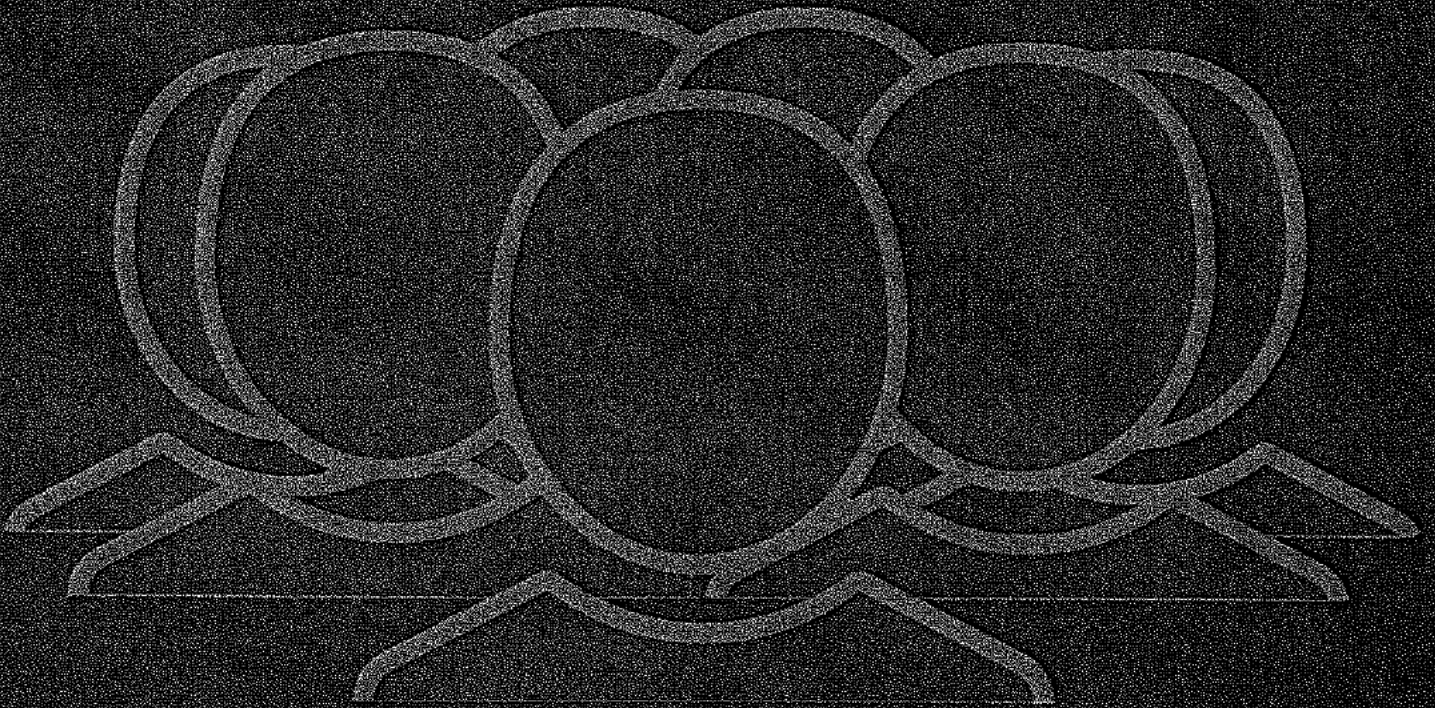


INVESTORS IN PEOPLE®



Our proposal for how we'll work
together

UK Intellectual Property Office

Presented by: [REDACTED]
On: 06 November 2023
On behalf of Investors in People



Investors in People

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The Investors in People identity is strong, simple, powerful and instantly recognisable. It is therefore important that only organisations that are accredited as Investors in People can use our mark.

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Let's make work better, together

This proposal outlines the purpose and services to be agreed between UK Intellectual Property Office and Investors in People. The costs detailed below are based on the size of your organisation.

What do I need to do?

- Have a read of this proposal and fill in any blank fields or update information for accuracy. We use this for our accreditation records so it's important that its current and correct
- If you're happy with everything, please **sign, date and return this proposal**
- Don't forget to keep a copy for your records.

What's next?

Step 1 	Once you have approved and returned this proposal an assessment project will be established, and we will agree a timeline to move forward.
Step 2 	We'll hold a planning meeting to talk through your future ambitions and challenges. We'll take time to discuss the content of our People Framework, your survey timings and arrangements for 1-1 discussions.
Step 3 	We will provide you with a survey link & QR code which everyone in the organisation can use to provide feedback. How you deploy the survey will depend on how you communicate with your team. You'll be using your existing communication paths to relay the link and encourage everyone to take part.
Step 4 	We'll then spend time meeting with a representative selection of your people. Discussions will be hosted using the most appropriate methods to meet operational need (on-site, in-person, virtually or by telephone, or a combination of these). These individuals will be chosen to reflect the diversity of your workforce and roles within the organisation.
Step 5 	A report will be produced to provide an analysis of the findings and how you have performed against the indicators and themes within the framework. We will confirm your level of accreditation (Standard, Silver, Gold or Platinum) and give you a series of suggestions for what to do next.
Step 6 	Once you've had a chance to read your report, we'll arrange a follow-up meeting to talk through the assessment results, action plan and next steps.
Step 7 	We'll touch base with you at 12 and 24-months following accreditation to see how you are getting on.

Your Details

Organisation Name (as displayed on plaque and certificate):	UK Intellectual Property Office		
Organisation Address:	Concept House, Cardiff Road, Newport, South Wales NP10 8QQ		
Number of sites & people in scope	Sites:	1	People: 1668
Organisation's Investors in People primary contact name:	[REDACTED]		
Position:	Learning and Development Manager		
Telephone:	01633 814705		
Email:	[REDACTED]		
Head of Organisation	[REDACTED]		
Email:	[REDACTED]		

Finance Details

Finance Contact (if different to primary contact above)	Payables (all invoices to go to this email address quoting the PO number)
Do you need us to include a PO number on your invoice?	3010471
Telephone:	
Email:	payables@ipo.gov.uk

The Survey

Once you've returned your signed proposal to us, we'll send you your survey pack.

Who should we send the pack to?

Survey Contact (if different to primary contact above)			
Email			
Telephone:			
When are you hoping to run the survey?	Start	TBC March	Finish April 2024

Once your proposal is returned our Client Engagement Team will be in touch to discuss the details of your We invest in people survey set up.

How much will it cost?

Organisation:	UK Intellectual Property Office	
Company Registration Number:		
	Date(s)	Cost
We invest in people	Planning Mtg [REDACTED]	£22,000.00
Insights Assessment	Survey Dates Approximately	
Sites to be assessed 1 (& remote workers)	March to April 2024	
Approx. no of interviews 100	Interviews Dates April to early	
	May 2024	
<i>The Practitioner will invoice you directly for any expenses incurred (travel and accommodation) these will be agreed directly with you prior to commencement</i>	Sub-total	£22,000.00
	VAT @ 20%	£ 4,400.00
	Total price	£26,400.00

This proposal sets out the entire terms agreed between the parties relating to this service and supersedes all previous representations, warranties and terms (whether in writing or not) previously made between the parties. Any amendments or additions to this agreement shall not be effective unless in writing and signed by an authorised representative.



Our terms and conditions (Appendix 1)

“Investors in People Community Interest Company” (IIP) is a company incorporated in England and Wales and registered with company number 10420361, whose registered office is at 2nd Floor, 168 Shoreditch High Street, London E1 6RA

“The Client” shall mean the other party to this Contract who acknowledges that they have read this agreement and agree to be bound by its terms, by signing the Proposal (defined below).

(together the “Parties”).

WHEREAS

- (A) IIP is engaged in arranging advice and assessments of those businesses wishing to be recognised as meeting the requirements of the Investors in People Standards.
- (B) The Client has instructed IIP to facilitate the provision of the Services (as defined below) and as scoped in the Proposal in accordance with the terms and conditions set out below.
- (C) In order to facilitate the provision of the Services, IIP will engage an independent Practitioner(s) to deliver the Practitioner Services as defined below and as also scoped in the Proposal.

IT IS HEREBY AGREED as follows:

1. Interpretation

In these terms and conditions, the following words and expressions shall have the following meanings:

Advice: means the provision of diagnostic support for organisations and the offering of advice about the practices, processes and cost-effective solutions that can be achieved in order to gain the maximum benefit from using Investors in People Principles.

Assessment Plan: This document sets out the specific steps of the assessment project following the initial meetings, Planning meetings or Context Discussions.

Assessment Report: This document sets out the specific outcomes and actions for the Client at the conclusion of the project.

Assessment: means the process of establishing whether the Client satisfies the requirements of a IIP Standard.

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

Change of Control: means the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another body corporate, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital shareholding of a Party in one or more related transactions.

Charges: the sums payable by the Client for the Services provided, as set out in the Proposal.

Client Default: as defined in clause 4.2.

Client Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Client, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services.

Client Intervention: refers to the Practitioner(s) on site activity/activities),

Client Materials: all documents, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to the Practitioner or IIP in connection with the Services.

Confidential Information: any information relating to the business of the disclosing Party which is not publicly available including, but not limited to, any information specifically designated by the disclosing Party as confidential; any information supplied to the disclosing Party by any third party in relation to which a duty of confidentiality is owed or arises; and any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing Party.

Contract: means the Proposal, these terms and conditions and any schedules attached hereto.

Data Protection Legislation: as defined in clause 13.1(a).

Data Security Breach: as defined in clause 13.1(b).

Force Majeure Event: means in relation to either Party, any circumstances beyond the reasonable control of that Party (including, without limitation, any strike, lock-out or other industrial action).

Framework: the criteria against which the Client's performance will be measured for the purposes of establishing whether they meet the IIP Standard/s.

Further Work and Re-Assessment Activities: Client undertaking some or all of the Practitioner recommendations to enable the Practitioner re assesses to confirm an award level

IIP Accreditation: means the IIP Accreditation/s comprising the levels Accredited, Standard, Silver, Gold and Platinum and as awarded in line with the IIP Standard/s.

IIP Contact: The Client's designated person to manage the IIP Accreditation

IIP Standard/s: means the standards of people management, wellbeing, apprentices or young people as set out in the Frameworks against which any Assessment will be carried out and IIP Accreditations may be awarded.

IIP: means Investors in People Community Interest Company.

Interim Review: means the Client's annual review undertaken by the Practitioner at 12 and 24 months from the assessment anniversary date.

International Client: means any Client whose registered office address is outside of the UK.

Laws: means all laws, regulations, policies and codes of conduct which are legally binding or which the parties are reasonably required to comply with in the cause of the activities carried out under this Contract.

Milestones: a date by which a part of the Services is to be completed, as set out (where applicable) in the Proposal.

Practitioner Services: Means advisory and/or consultancy services and/or client training, and/or Assessment, and/or Review, and/or Staged Review, and/or Internal Review, and/or Interim Review, and/or workshops and training, and any other services the Practitioner agrees to provide as set out in the Proposal.

Practitioner: means a suitably qualified and independent individual or company who has contracted with IIP to deliver the Practitioner Service(s).

Proposal: means the proposal contract document which sets out the scope and cost of Services to be provided to the Client.

Review: Assessment undertaken by an organisation already accredited by IIP.

Services: means the service(s) to be provided to the Client that IIP and Practitioner have agreed to provide, as defined in the Proposal, including: IIP, IIPW and IIA Three year; Events; Survey Standalone; the Practitioner Services.

Shared Personal Data: the personal data to be shared between the Parties under clause 4 of these Contract (defined within clause 13.2).

Site Interview: means the interview between the Practitioner and the Client, or any representative selected by the Client, which may take place at any site, as agreed between the Practitioner and the Client.

Site(s): means the site(s) which the Practitioner will conduct the Assessment/Review as confirmed by the Client.

Split Payments: means the process by which the Client request the total cost of this agreement to be invoiced in two stages.

Staged Review: provision of an Assessment staged over a period of 3 years.

Survey: Means IIP's electronic questionnaire that is used to survey the opinion/views of all staff in the Client organisation being assessed against the IIP Standard/s.

- 1.1 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
2. **Commencement and Duration**
 - 2.1 The Contract shall commence on the date the Proposal is signed and dated by the Client. The Services (and the relevant commencement date for each service) will be defined in the Proposal. The Services shall cease as follows:
 - (a) the Assessment shall cease following the receipt, by the Client, of the 24-month Interim Review report.
 - (b) advisory work shall cease when the Practitioner has issued the final report following the last day the Practitioner is on site as defined by the Proposal or Assessment Plan.
 - (c) for Workshops and Training, when the final Client Intervention takes place or as defined in the Proposal/Assessment Plan.
 - (d) Survey Standalone shall cease when the Practitioner has issued the final report.
 - (e) where the Assessment does not result in an IIP Accreditation, the Practitioner will discuss next steps with the Client which may include, but not be limited to, further work within your organisation and a subsequent re-assessment ("Further Work and Re-Assessment Activities"). These Further Work and Re-Assessment Activities, and the costs thereof, are not included in this Agreement.
 - 2.2 This Contract will expire automatically after all the Services have ceased.
3. **Obligations of IIP**
 - 3.1 IIP shall:
 - (a) upon receiving the Client's signed proposal assign a suitable Practitioner to the Client.
 - (b) use reasonable endeavours to ensure the Practitioner liaises with the Client to agree the Proposal or Assessment Plan as appropriate and provides IIP with such Proposal or Assessment Plan once signed by the Client.
 - (c) facilitate the delivery of the Services to the Client in accordance with the Assessment Plan or the Proposal.
 - (d) use all reasonable endeavours to ensure any performance dates specified in either the Assessment Plan or the Proposal are met, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
 - (e) reserve the right to amend the Assessment Plan/ the Proposal if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and IIP shall notify the Client in any such event.
 - (f) in the event of any material delay occurring in the delivery of the Services, consult with the Client and the Practitioner and where appropriate assign a new Practitioner to complete the Services.
 - (g) treat as secret and confidential and not at any time (except as is expressly authorised by the terms and conditions of this Contract in accordance with clause 23.2) disclose any Information deemed as confidential by the Client.
- 3.2 IIP warrants to the Client that IIP will facilitate the provision of the Services using reasonable care and skill.
- 3.3 IIP agrees to use all reasonable endeavours to ensure that the Practitioner provides the Practitioner Services using reasonable care and skill.
4. **Obligations of the Client**
 - 4.1 The Client shall assist by providing support and information in whatever way reasonably required by IIP to ensure that the Services can be carried out. In particular (but without limitation), the Client shall:
 - (a) familiarise itself with and agree to the "accreditation obligations". This document is available from our website or from the Practitioner upon request;
 - (b) ensure IIP and the Practitioner are fully informed of the Client's requirements for the Services;
 - (c) provide a contact name, address and telephone number of the individual responsible for liaising with IIP within the Client's organisation (the "IIP Contact");
 - (d) allow the Practitioner full access to any written evidence and all other documentation collated to support the Client's application for IIP Accreditation and provide to the Practitioner in a timely manner all documents, information, items and materials in any form (whether owned by the Client or third party) otherwise reasonably required by the Practitioner or IIP in connection with the Services and ensure that they are accurate and complete.
 - (e) allow ready contact and access, during normal working hours, to all personnel of the Client at the site(s) that may be required for purposes of undertaking Site Interviews, focus groups and team meeting observations, for the duration and purposes of the Assessment;
 - (f) assist in the administering of quality surveys undertaken by IIP and the Practitioner in relation to the provision of the Services; and

	(g)	obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable IIP to facilitate the provision of the Services, including in relation to the use of all Client's Materials and the use of the Client's Equipment insofar as such licences, consents and legislation relate to the Client's business, premises, staff and equipment, in all cases before the date on which the Services are to start.			approved by the Client in advance from time to time.
4.2		If IIP's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("Client Default"):	5.5		IIP may increase the Charges on an annual basis with effect from each anniversary of the date of the commencement of this Contract in line with the percentage increase in the Retail Prices Index in the preceding 12-month period, and the first such increase shall take effect on the first anniversary of the commencement date of this Contract and shall be based on the latest available figure for the percentage increase in the Retail Prices Index.
	(a)	without limiting or affecting any other right or remedy available to it, IIP shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays IIP's performance of any of its obligations;	5.6		The Client shall pay each invoice submitted to it by IIP within thirty days of the date of the invoice to a bank account nominated in writing by IIP from time to time.
	(b)	IIP shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Client's failure or delay to perform any of its obligations as set out in this clause 4.2; and	5.7		Without prejudice to any other right or remedy that it may have, if the Client fails to pay IIP any sum or invoice due under this agreement on the due date:
	(c)	the Client shall reimburse IIP on written demand for any costs or losses sustained or incurred by IIP arising directly or indirectly from the Client Default, including (but not limited to) any additional fees owed to the Practitioner pursuant to such Client Default.		(a)	the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause (a) will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;
5.		Charges and Payment		(b)	IIP may suspend all or part of the Services until payment has been made in full.
5.1		In consideration of the provision of the Services, the Client shall pay the Charges.	5.8		All sums payable to IIP under this Contract:
5.2		IIP reserves the right to request payment of the Charges in advance of delivery of the Services if necessary.		(a)	are exclusive of VAT, and the Client shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
5.3		For large scale Services taking place over an elongated time span, IIP reserves the right to raise interim invoices for payment of the Charges at appropriate stages of the Services.		(b)	shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
5.4		The Charges exclude the following which shall be payable by the Client directly to the Practitioner, following submission of an appropriate invoice by the Practitioner:			International Clients
	(a)	the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the Practitioner in connection with the Services; and	5.9		For Clients incorporated outside the UK, or whose primary place of business or head office is outside the UK, all of the Charges will be invoiced prior to any activity commencing. It is the Client's responsibility to be aware of all Charges before the start of the Assessment and, for the avoidance of doubt, the Client remains liable for all additional expenses incurred by the Practitioner (up to any pre-confirmed amount, including and not limited to Practitioner's travel, accommodation and subsistence costs).
	(b)	the cost to the Practitioner of any materials or services procured by the Practitioner from third parties for the provision of the Services, as such items and their cost are			UK Clients
			5.10		For Clients incorporated within the UK, or whose primary place of business or head office is within the UK:
				(a)	Invoices will be sent two Business Days following the last day the Practitioner is on site to conclude their interviews or other IIP Service;

- (b) If a Split Payment arrangement has been agreed with the Client, the first invoice will be raised on the date agreed with the client and the final invoice will be raised no later than two days after the last Business Day the Practitioner is on site and the details of all Split Payments, including payment dates and amounts payable, will be included in the Proposal.

6. Postponement and Cancellation of Services

- 6.1 If the Client postpones and/or cancels any one or more of the proposed Services after the receipt of the signed Proposal by IIP, IIP reserves the right to charge the Client a postponement/cancellation fee based on the following estimated costs of the Service:

Number of Business Days before date of commencement of the Service	Maximum Charge
30 or more Business Days	0% of the estimated costs of that Service - except for any activity that has already taken place (100% of planning time is then chargeable)
10-29 Business Days	60% of the estimated costs of that Service
9 Business Days or less	100% of the estimated costs of that Service

- 6.2 Any postponement/cancellation fee charged by IIP to the Client in accordance with clause 6.1 shall be payable within 30 days of the Client's receipt of such charge.
- 6.3 In the event of any cancellation by the Client, any Assessment will be deemed incomplete and no IIP Accreditation will be issued.
- 6.4 The Parties confirm that the postponement/cancellation fees set out in this clause 6 are reasonable and proportionate to protect IIP's legitimate interest in relation to the facilitation of the provision of the Services.

7. Change Control

- 7.1 Either Party may propose changes to the scope or execution of the Services but no proposed changes shall come into effect until such changes and a new Proposal has been agreed between IIP, the Client and the Practitioner and signed by the Client. The new Proposal will set out the proposed changes and the effect that those changes will have on:
- (a) the Services;
 - (b) IIP's existing Charges;
 - (c) the timetable of the Services; and
 - (d) any of these terms and conditions.

- 7.2 If IIP wishes to make a change to the Services, it shall provide a draft new Proposal to the Practitioner and the Client.

- 7.3 If the Client wishes to make a change to the Services:

- (a) it shall notify IIP and/or the Practitioner and at the same time provide as much detail as IIP and/or the Practitioner reasonably require of the proposed changes, including the timing of the proposed changes; and
- (b) IIP shall, as soon as reasonably practicable after receiving the information at clause (a) liaise with the Practitioner to agree a new Proposal where possible and use reasonable endeavours to ensure that the Practitioner provides a draft of such new Proposal to the Client.

- 7.4 If the Parties:

- (a) agree to a new Proposal, IIP will prepare the new Proposal and the client shall sign it and that Proposal shall take precedence over the original Proposal;
- (b) are unable to agree a new Proposal, or such new Proposal is not agreed by the Practitioner, the Contract shall continue unamended and in full force and effect.

8. Termination

- 8.1 Without affecting any other right or remedy available to it, either Party may terminate the Contract with immediate effect by giving written notice to the other Party if:
- (a) the other Party commits a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;
 - (b) the other Party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
 - (c) the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed over any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- (d) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (e) the other Party's financial position deteriorates to such an extent that in the terminating Party's opinion, the other Party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

8.2 Without affecting any other right or remedy available to it, IIP may terminate the Contract with immediate effect by giving written notice to the Client if:

- (a) the Client fails to pay any amount due under the Contract on the due date for payment and remains in default not less than thirty (30) days after being notified to make such payment;
- (b) there is a Change of Control of the Client; or
- (c) the Client prevents IIP from fulfilling its duties and obligations through any acts or omissions of the Client, including, but not limited to, restricting/preventing the Practitioner access to information, sites/personnel and/or documentation as required in clause 4 of this agreement.

8.3 Without affecting any other right or remedy available to it, IIP may suspend the supply of Services under the Contract or any other contract between the Client and IIP if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 8.1(c) to clause 8.1(e), or IIP reasonably believes that the Client is about to become subject to any of them.

9. Consequences of Termination

9.1 On termination or expiry of this agreement:

- (a) the Client shall immediately pay to IIP all of IIP's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, IIP may submit an invoice, which shall be payable immediately on receipt;
- (b) IIP shall on request return any of the Client Materials not used up in the provision of the Services.

9.2 Termination or expiry of the Contract 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 Contract which existed at or before the date of termination or expiry.

9.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

10. Liability

This clause sets out the financial liability of each Party (including liability for the acts or omissions of its employees, agents, consultants and sub-contractors) to the other Party in respect of:

- (a) any breach of this Contract
- (b) any use made by the Client of the Services; and
- (c) any representation, statement or act or omission (including negligence arising under or in connection of this Contract).

10.2 All warranties and conditions and other terms implied by statute or common law, including terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982, are to the fullest extent permitted by law, excluded by this Contract.

10.3 IIP shall not be liable for any act or omission of the Practitioner. The Practitioner is a suitably qualified individual who has been independently contracted by IIP to deliver elements of the Services. Practitioners are required to hold both professional indemnity and public liability insurance to cover any Services provided to Clients.

10.4 Nothing in this Proposal limits or excludes the liability of either Party for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees or agents; or
- (b) any damage or liability incurred by the Client as a result of fraud, or fraudulent misinterpretation by IIP; or
- (c) any other liability which cannot be limited or excluded by applicable law.

10.5 Subject to clause 10.4, 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 the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) depletion of goodwill and/or similar losses;
- (d) loss of agreements or contract;
- (e) loss of use or corruption of software, data or information;
- (f) loss of anticipated savings; or
- (g) any indirect, consequential or pure economic loss, costs, damages, charges or expenses.

10.6 Subject to clause 10.3 and 10.6 each Party's total liability to the other, whether in contract, tort (including negligence), breach of statutory duty, misinterpretation, restitution, or otherwise arising in connection with the performance of this Contract shall be limited to the total Charges.

- 10.7 IIP's liability to the client in relation to clause 13 (Data Protection) and clause 23 (Confidentiality) shall be limited to the sum of one million pounds (£1,000,000).
- 10.8 This clause 10 shall survive termination or expiry of the Contract.
11. **Force Majeure**
- 11.1 Provided it has complied with clause 11.2(a), if a Party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 11.2 The corresponding obligations of the other Party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- (a) The Affected Party shall as soon as reasonably practicable after the start of the Force Majeure Event, notify the other Party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 11.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than sixty (60) days', the Party not affected by the Force Majeure Event may terminate this agreement by giving thirty (30) days' written notice to the Affected Party.
12. **Intellectual Property Rights**
- 12.1 All Intellectual Property Rights belonging to a Party prior to the signing of this agreement shall remain vested in that Party.
- 12.2 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Client Materials) shall be owned by IIP.
- 12.3 Subject to clause 12.4, IIP shall indemnify and keep the Client indemnified against all liability arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement) of any Intellectual Property Right of a third party suffered or incurred as a result of or in connection with the development or use of materials provided in connection with the Services.
- 12.4 The Client shall not be entitled to rely on the indemnity set out in clause 12.3 to the extent that the liability that it has incurred or suffered is as a direct result of it having used any materials provided in connection with the Services otherwise than in accordance with this Contract.
- 12.5 Subject to clause 12.6, the Client shall indemnify and keep indemnified IIP against all liability arising from or incurred by reason of any claim that any Client Material is alleged to infringe any Intellectual Property Right of a third party (including but not limited to the defence of such alleged infringement).
- 12.6 IIP shall not be entitled to rely on the indemnity set out in clause 12.5 to the extent that the liability that it has incurred or suffered are as a direct result of IIP using any Client Materials otherwise than in accordance with this Contract.
13. **Data Protection**
- 13.1 For the purposes of this clause 13:
- (a) "Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK General Data Protection (UK GDPR) (and where applicable, the EU GDPR); the Data Protection Act 2018 (DPA 2018) and the Privacy and Electronic Communications Regulations 2003 (PECR) as amended.
- (b) "Data Security Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data (defined below in clause 13.2).
- (c) The terms "personal data", "data subject", "data controller" and "processing" have the meanings generally given to them under Data Protection Legislation.
- 13.2 IIP and the Client shall share certain personal data with one another in accordance with this clause 13 as follows ("Shared Personal Data"):
- (a) the Client will share with IIP directly and/or through the Practitioner (as joint data controllers):
- (i) a complete list of individuals within the Client organisation, containing names and role titles, work departments/locations; and where required to perform the Services, gender and length of service for each individual, to allow the Practitioner to make a selection of attendees for interview;
- (ii) (within the Proposal) the name, email address, position and telephone number of the organisation's IIP Contacts.
- (b) IIP will share the name and email address of the Practitioner in order to facilitate the performance of the Services under this

Contract, as well as the name and contact details of relevant IIP employees as may arise in the normal course of business communications with the Client, including, amongst others, a project coordinator.

(c) One of the derogations for specific situations set out in Article 49 of the UK GDPR applies.

13.8 Each Party's Obligations.

- (a) Each Party warrants and undertakes that it will:
- (i) ensure that it has in place all required notices and consents in order to enable the sharing of the Shared Personal Data under this Contract;
 - (ii) facilitate the rights of Data Subjects in accordance with the Data Protection Legislation and notify the other Party promptly if it receives a request from a Data Subject to exercise their rights, or is the subject of a Data Subject complaints;
 - (iii) provide the other party with reasonable assistance in complying with any data subject rights request;
 - (iv) 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;
 - (v) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - (vi) 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;
 - (vii) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - (viii) maintain complete and accurate records and information to demonstrate its compliance with this clause 13 and allow for a reasonable number of audits by the other party or the other party's designated auditor; and
 - (ix) provide the other party with contact details for all issues arising out of the Data Protection

- 13.3 The Parties shall use the Shared Personal Data for the purposes of facilitating the performance of the Services (the "Agreed Purposes").
- 13.4 Each Party agrees that it carries out the processing of the Shared Personal Data as a data controller.
- 13.5 The Parties shall at all times comply with all requirements of applicable Data Protection Legislation and Laws, and any breach of this clause 13.5 by one party to the other shall allow the affected Party to terminate this Contract immediately by serving written notice to the other.
- 13.6 Each Party confirms that it shall:
- (a) process the Shared Personal Data only for Agreed Purposes or as required by any applicable Law;
 - (b) ensure that it has in place, or implement appropriate technical and organisational measures and take all steps to protect the Shared Personal Data against the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data. These measures shall have regard to the state of technological development and the cost of implementing any measures (for instance, pseudonymising and encrypting);
 - (c) maintain complete and accurate records and information to demonstrate its compliance with this clause 13 and provide the other Party with access to such records if reasonably requested;
 - (d) ensure that all personnel who have access to and/or process Shared Personal Data, are obliged to keep it confidential;
 - (e) in the event of a notifiable Data Security Breach, promptly notify the other Party and comply with its obligations to report such a breach to the ICO, and if applicable, to the affected Data Subjects in accordance with Article 33 and 34 of the UK GDPR.
- 13.7 Each party warrants and undertakes that it will only transfer the Shared Personal Data to a third country (outside of the UK, or EU/EEA where applicable):
- (a) If that country has an adequacy regulation (or EU equivalent), pursuant to Article 45 of the UK GDPR, or
 - (b) If it enters into an International Data Transfer Agreement (as set out in Annex A) (and implements additional measures where necessary) pursuant to Article 46 of the UK GDPR, or

Legislation, including the training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

13.9 Indemnity

- (a) Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) 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 or Laws 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.

13.10 The IIP Client Privacy Notice is available on our [website](#) and also on request by contacting info@investorsinpeople.com

14. Entire Agreement

14.1 The Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the Parties, whether written or oral, relating to its subject matter.

14.2 Each Party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of any statement, representation, inducement, assurance, promise or warranty (whether made innocently or negligently), whether oral, written or otherwise made by or on behalf of the other Party and which has not been incorporated within or specifically referred to in this Contract, and that no other agreement, statement or promise not contained in this Contract shall be valid or binding. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

14.3 Nothing in this clause shall limit or exclude any liability for fraud.

15. Variation

Subject to clause 7 (Change control), no variation of this agreement shall be effective unless it is in writing and signed by the client (or their authorised representatives).

16. Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17. Governing Law and Jurisdiction

This Contract shall be governed and construed in accordance with the laws of England and Wales. The Parties hereby submit to the exclusive jurisdiction and procedure of the English Courts.

18. Notice

18.1 Subject to the Client's right to use IIP's internal complaints procedure at clause 22.1(a)(i), any notice to be given under this Contract shall be in writing to the Complaints and Compliance Team and shall be deemed to have been duly given if sent by first class registered post or by email to info@investorsinpeople.com at such other address as the Party may from time to time designate by written notice to the other.

18.2 Any notice or other document shall be deemed to have been received by the addressee two Business Days following the date of despatch of the notice or other document by post or, where the notice or other document is sent by hand or is given by facsimile or other electronic media simultaneously with the delivery or transmission, provided the sender can produce a successful deliver report and a hard copy of the notice is sent by registered post within one Business Day.

19. Third Party Rights

Notwithstanding any other provision of this Contract, none of the terms of this Contract will be relied upon or enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party who is not a party to this Contract.

20. Accreditation

20.1 On successful achievement/attainment of an IIP Accreditation, the Client is required to uphold the "[Accreditation Obligations](#)" for the duration that they are accredited.

20.2 If a Client's Assessment is successful and it gains or retains an IIP Accreditation, the IIP Accreditation will remain valid for a period of thirty-six (36) months from the date of the Assessment or from your previous IIP Accreditation anniversary date, whichever is earlier.

20.3 In order for an IIP Accreditation to remain valid, the Client must undertake an annual review within

twelve (12) months and a second annual review within twenty-four (24) months of the date of its IIP Accreditation. Each Interim Review must occur within one (1) month of its due date.

complaint, setting out its nature and full particulars; and

- (ii) IIP shall give to the client notice in writing of the Complaint, setting out its nature and full particulars.

21. Accreditation Disclosure

21.1 In accepting to undertake an Assessment, the Client acknowledges that:

- (a) Before or during the Assessment, it will share in an open manner all matters pertaining to its organisational leadership, strategy and people management practices ("Disclosable Matters"). Without limitation, Disclosable Matters may include any statutory, regulatory, governmental and internal investigations or judgements that have completed since any previous Client Intervention and which are ongoing or are planned.
- (b) Following the completion of the Assessment, and upon successful accreditation or reaccreditation, the Client will inform IIP if any substantive change takes place, or is planned to take place, to its organisational structure, strategy, management or culture ("Change") and which could affect the Client's IIP Accreditation status. Without limitation, a Change may include any merger, acquisition, takeover, any significant growth or reduction in employee numbers or change in name or ownership.
- (c) Following the completion of the Assessment, and upon successful accreditation or reaccreditation, IIP may suspend or revoke the Client's accreditation if circumstances arise that attract adverse publicity or complaints are received about the Client's practices ("Circumstances"). Without limitation, Circumstances may include serious allegations of or proven: breaches of legislation or regulatory rules (including those of the Solicitors Regulation Authority), failures of leadership, fraud or financial irregularities, employee mistreatment, activities incompatible with national security or actions that conflict with IIP's ethos or values.

- (b) on service of the Complaint Notice, IIP shall attempt in good faith to resolve the Complaint;

- (c) if IIP is for any reason unable to resolve the Complaint within thirty (30) days of it being referred to them, either party may refer the Complaint to be finally resolved by the courts of England and Wales in accordance with clause 17 (Governing Law and Jurisdiction).

22.2 In the event of a dispute between the Practitioner and the Client, IIP will reasonably endeavour to intervene and resolve that dispute and failing resolution, will take steps to locate another suitable replacement Practitioner.

23. Confidentiality

23.1 Each Party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by clause 23.2.

23.2 Each Party may disclose the other Party's Confidential Information:

- (a) to its employees, officers, representatives or advisers (including the Practitioner) who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this clause 23; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

23.3 No Party shall use any other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

22. Complaints Resolution

22.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it ("Complaint"), the Parties shall follow the procedure set out in this clause:

- (a) either Party shall give to the other, together with any relevant supporting documents, written notice of the Complaint by the following methods ("Complaint Notice"):
 - (i) the Client shall use IIP's internal complaints procedure, available from IIP's website, to log a written

24. Disclaimer

24.1 Notwithstanding the scope of this engagement, responsibility for management decisions and operational changes within the Client will remain solely with its directors or partners, as applicable (or such other employee with adequate authority) of the Client and not with IIP or IIP's employees. The directors or partners (as appropriate) of the Client should perform a credible and diligent review of any recommendations and options offered by any representatives of IIP or the Practitioner, allowing them to determine which to implement, following receipt of that advice.

Want to get in touch?

info@investorsinpeople.com

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