



BCS LEARNING & DEVELOPMENT LIMITED

**SUPPLY OF ROLEMODEL PROFESSIONAL DEVELOPMENT SOFTWARE AND
CONSULTANCY SERVICES AGREEMENT**

THIS AGREEMENT is dated 07 April 2020 | 16:31 PM BST

PARTIES

- (1) **BCS Learning & Development Limited**, a company incorporated in England and Wales (registered number 1005485) whose registered address is at First Floor, Block D, North Star House, North Star Avenue, Swindon SN2 1FA ("**BCS**");

And

- (2) **BPDTS Limited**, a company incorporated in England and Wales (registered number 10344843) whose registered address is Caxton House, Tothill Street, London, United Kingdom, SW1H 9NA. ("**Client**")

hereinafter a Party or the Parties

BACKGROUND

- A. The Client wishes to have access to the SFIA and SFIA**plus** based development tool known as RoleModel (as defined below) and to procure certain Consultancy Services (as defined below) from BCS.
- B. BCS has the necessary rights to use SFIA and SFIA**plus** for delivering Consultancy Services and to grant the Client access to RoleModel.
- C. The Parties acknowledge that BCS is developing an Alternative Software of substantially similar functionality to Role Model to replace RoleModel on a phased approach during the Contract Period.
- D. The Parties now wish to enter this Agreement in accordance with the terms set out below.

1 DEFINITIONS

1.1 In this Agreement:

"Actual Release Date"	means the actual date of roll-out of the Alternative Software to the Client;
"Alternative Software"	means the SFIA plus based proprietary software of functionality substantially similar to that of RoleModel which has been developed by BCS to replace RoleModel;
"Agreement"	means this Agreement and any Schedules to it;
"Commencement Date"	means 8 th April 2020;
"Confidential Information"	all information disclosed by or on behalf of a Party (in whatever medium including in written, oral, visual or electronic form and whether before or after the date of this Agreement) including all business, financial, pricing, discounts, commercial, technical, operational, organisational, legal, management and marketing information;
"Consultant"	means the person, persons or organisation used by BCS to supply Consultancy Services as specified in Schedule 1;
"Consultancy Services"	the services provided by the Consultant as specified in Schedule 1;

“Consultancy Services Fee”	means the fee payable by the Client for use of the Consultancy Services;
“Contract Period”	means a period of 3 months commencing on the Commencement Date (and if renewed pursuant to clause 2.2 means the period by which the contract is extended);
“Contract Price”	means the Licence Fee and /or the Consultancy Services Fee during the Contract Period, as set out in Schedule 2;
“Deliverables”	means any output (including any documents or materials) of the Consultancy Services to be provided by BCS to the Client.
“Documentation”	means the documentation provided by BCS to the Client to assist in its use of the Product or documentation provided to support any Consultancy Services;
“Force Majeure Event”	means any act, event, omission or cause or circumstance beyond the reasonable control of a Party, including, without limitation, act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, an act of any government or authority (including refusal or revocation of any licence or consent), collapse of buildings, fire, explosion or accident and interruption or failure of utility service;
“Intellectual Property Rights”	any inventions, patents, patent applications, copyrights, related rights and rights in the nature of copyright, trade marks, trade secrets and any other intellectual or industrial registered or unregistered property rights that exist at any time including without limitation know-how and confidential information, together with all rights to the grant of any applications for the same and all similar rights throughout the world and in each case for the full duration of such rights;
“Licence Fee”	means the per user licence fee (multiplied by the number of users) payable by the Client for the use of the Product during the Contract Period;
“Licensed Materials”	means together the Product and any Documentation;
“Modules”	means the three modular options available to be licenced the client as part of the Product, namely “Build”, “Analyse” and “Develop”
“Normal Business Hours”	means Monday to Friday 9.15am to 5.15pm (BST) excluding public holidays in England and the period between Christmas Day and New Year’s Day;
“Planned Release Date”	means the indicative roll-out date for each Module of the Alternative Software;
“Product”	means RoleModel or, after the Actual Release Date the Alternative Software;
“Professional Development Helpdesk”	means the helpdesk run by BCS to provide the support detailed in clause 3.2;

“Purchase Order”	means the purchase order issued by the Client in respect of the Product and any Consultancy Services;
“RoleModel”	means the SFIA ^{plus} based software licenced to the Client under this Agreement;
“SFIA”	means the Skills Framework for the Information Age;
“SFIAplus”	means the IT skills, development and training standard developed and owned by BCS; and
“Trade Marks”	means the trade marks, logo, devices and get-ups whether registered or not of each party.

2 DURATION OF AGREEMENT

- 2.1 This Agreement will come into force on the Commencement Date and last for the Contract Period at the end of which it will automatically expire unless extended by the Parties in accordance with Clause 2.2.
- 2.2 NOT USED.
- 2.3 Renewal of Consultancy Services. The Client shall use the number of consultancy days purchased within the timeframe specified in Schedule 1. Any Consultancy Services not used during this timeframe shall expire unless BCS grants an extension. The granting of such an extension is at the discretion of BCS.

3 GRANT OF SYSTEM ACCESS AND LICENCE(S) AND SUPPORT TO THE PRODUCT

- 3.1 In consideration of the payment of the Licence Fee by the Client, for the duration of the Contract Period, BCS:
- 3.1.1 grants to the Client a non-exclusive licence to access and use the Product through a remote server via a website solely for internal purposes in accordance with the terms of the Agreement; and
- 3.1.2 shall make available to the Client during Normal Business Hours the Professional Development Help Desk.
- 3.2 The Professional Development Helpdesk consists of the following services:
- 3.2.1 the provision of post-sales information about the Product to the Client, including configuration and upgrade advice and basic support on the Product's standard protocols and features;
- 3.2.2 collecting relevant technical problem identification information, performing base problem determination and resolution;
- 3.2.3 diagnosing problems via remote access; and
- 3.2.4 the provision of regular problem resolution status reports to the Client.
- 3.3 Prior to the Actual Release Date, BCS shall refer any support issue that does not fall within the ambit of Clause 3.2 or that it is unable to resolve itself to its software development partner, but BCS shall remain the primary point of contact for the Client until the resolution of that support issue.
- 3.4 After the Actual Release Date, any support issue that does not fall within the ambit of Clause 3.2 shall be referred to BCS' software support helpdesk.

- 3.5 BCS warrants that the Alternative Software will be of functionality substantially similar to that of RoleModel.
- 3.6 BCS does not warrant that the use of the Product will be uninterrupted or error-free. The Product may be unavailable from time to time for routine and emergency maintenance, data loading, line faults, downtime occasioned by third parties, problems with the commercial internet or other causes beyond the reasonable control of BCS. Scheduled downtime will be notified to the client. BCS shall provide the Client with one copy of any Documentation in electronic format.
- 3.7 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

4 CONTRACT PRICE AND PAYMENT

- 4.1 The Contract Price shall be:
 - 4.1.1 in respect of the Contract Period the price set out in Schedule 2 which shall include:
 - a) a system access cost; b) a per user licence cost; and c) the cost of any Consultancy Services.
 - 4.1.2 NOT USED
- 4.2 All prices quoted by BCS are exclusive of VAT. Where applicable, VAT at the appropriate rate shall be paid by the Client at the same time as the Contract Price.
- 4.3 BCS shall issue its invoice to the Client in respect of the Contract Price.
- 4.4 The Contract Price is payable by the Client within 30 days of the date of BCS' invoice.
- 4.5 If the Client fails to pay the Contract Price in full by the due date BCS may:
 - 4.5.1 charge interest on the outstanding amount at 8% per annum above the Bank of England's base rate from time to time from the due payment date until the date of actual payment (whether before or after payment); and/or
 - 4.5.2 suspend the performance of its obligations under this Agreement or access to the Product until payment has been received in full; and/or
 - 4.5.3 terminate this Agreement in accordance with Clause 12.1.

5 CONSULTANCY SERVICES

- 5.1 In consideration of the Consultancy Services Fee, BCS shall provide the Consultancy Services as listed in Schedule 1.
- 5.2 BCS shall provide the Consultancy Services with due skill and care.
- 5.3 If any changes to the Consultancy Services are requested by the Client, the Client will complete a change request form and submit it to BCS for approval prior to the change being agreed. Substantial changes to the Consultancy Services may result in changes to the Consultancy Services Fee and therefore the Contract Price.
- 5.4 BCS will use reasonable endeavours to ensure that there is consistency in Consultant availability but reserves the right to substitute another Consultant.
- 5.5 Timescales for delivery of the Consultancy Services will be agreed with the Client during meetings. BCS shall use reasonable endeavours to meet such timescales but any such dates shall be estimates only and dependent on consultant availability and time for performance by BCS shall not be of the essence of this Agreement.

- 5.6 If any additional Consultancy Services are required, a variation to Schedule 1 may be made with the agreement in writing of both Parties. Any such additional Consultancy Services will, if not used up, expire on the last day of the Contract Period.
- 5.7 Should the Client wish to cancel or reschedule any consultancy day, the below charges will apply in relation to the Consultancy Services Fee (in addition to any expenses incurred which will be recharged):

Confirmed day with agreed dates	20-11 working days before commencement	10-6 working days before commencement	5-0 working days before commencement
Cancellation fee	50%*	75%*	100%*
Re-scheduling fee	50%*	75%*	100%*

(* percentage expressed in relation to the Consultancy Services Fee)

6 CLIENT'S OBLIGATIONS TO BCS

- 6.1 The Client shall appoint a person as its representative to oversee its use of the Product in compliance with the Agreement and to liaise with BCS in all matters related to the Agreement.
- 6.2 The Client shall inform BCS of any proposed or actual increase in the number of licensed users for the Product. Such amendments to the Agreement shall be recorded in writing and the License Fee shall be adjusted accordingly, and which shall be invoiced by BCS in accordance with the terms of this Agreement.
- 6.3 The Client shall provide adequate facilities, information and access to BCS or the Consultant to enable any training and/or Consultancy Services to be performed.
- 6.4 The Client is responsible for supplying any equipment, materials or data that may be necessary to enable use of the Product or provision of the Consultancy Services.
- 6.5 The Client shall be responsible for the Consultant's health and safety whilst they are engaged in providing the Consultancy Services at the Client's premises or any other location specified by the Client. The Client shall communicate in writing to BCS any rules or obligations applicable to the Consultant at the Client's premises, or other location specified by the Client; including: health and safety, security, IT, systems and data protection policies and BCS shall ensure that the Consultant shall comply with such rules and obligations.
- 6.6 The Client shall use the Product only as set out in clause 3.1.1.
- 6.7 The Client shall not (and shall not permit any third party) to copy, duplicate, create derivative words from, frame, mirror, republish, download, display, transmit, distribute, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Product in whole or in part.
- 6.8 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Products and/or the Licensed Materials and, in the event of any such unauthorised access or use, promptly notify BCS.
- 6.9 The Client shall permit BCS to inspect and have access to any records kept in connection with this Agreement, for the purposes of ensuring that the Client is complying with the terms of this Agreement.

7 ROLL-OUT OF ALTERNATIVE SOFTWARE

- 7.1 The Client acknowledges that BCS is intending to implement the Alternative Software during the Contract Period.
- 7.2 The indicative Planned Release Dates for each Modules are as follows:

Module	Planned Release Date
Build	23 March 2020
Analyse	10 July 2020
Develop	4 August 2020

7.3 The above indicative dates are liable to change and BCS will implement the roll-out in a phased manner to his clients. BCS will notify the Client four weeks in advance of the proposed Actual Release Date for the Client.

8 INDEMNITIES

8.1 The Client shall indemnify BCS against any direct losses, damages, costs (including all legal fees) and expenses BCS may suffer or incur as a result of any breach by the Client of its obligations under clauses 6.6, 6.7, 6.8 and clause 10 of this Agreement.

9 DATA PROTECTION

9.1 The parties shall comply with the terms of Schedule 3. Details of the Shared Personal Data and processing under this Agreement are as set out in Schedule 4.

10 INTELLECTUAL PROPERTY

10.1 The Licensed Materials contain confidential and proprietary information of BCS and its licensors and all Intellectual Property Rights in the Licensed Materials are the exclusive property of either BCS or its licensors.

10.2 Subject to the Client having complied with its payment obligations under clause 4 of this Agreement, BCS grants to the Client a non-exclusive, non-transferable licence to use the Licensed Materials in the United Kingdom for the Contract Period.

10.3 In relation to the Deliverables BCS:

10.3.1 shall retain ownership of all Intellectual Property Rights in the Deliverables;

10.3.2 grants the Client a non-exclusive licence during the term of this Agreement to copy and use the Deliverables) for the purpose of using the Product.

10.4 The Client shall not sub-license, assign or otherwise transfer the rights granted in clause 10.

10.5 The Client may make as many copies of any Documentation as are reasonably necessary to enable it to use the Product.

10.6 The Client shall:

10.6.1 keep confidential the Licensed Materials and the Deliverables and limit access to those of its employees who either have a need to know or who are engaged in the use of the Product; and

10.6.2 take all such other steps as shall from time to time be necessary to protect the Confidential Information and Intellectual Property Rights of BCS and/or its licensors in the Licensed Materials and the Deliverables.

10.7 The Client shall inform all relevant employees that the Licensed Materials and the Deliverables constitute confidential information of BCS or its licensors and that all Intellectual Property Rights in them are the property of BCS or its licensors and the Client shall take all such steps as shall be necessary to ensure compliance by its employees with the provisions of this Clause 9.

11 CONFIDENTIALITY

- 11.1 Each Party shall use the Confidential Information of the other Party disclosed to it (by whoever disclosed) only for the proper performance of its duties under the Agreement and shall not without the disclosing Party's written consent disclose or permit the disclosure of the Confidential Information except in confidence for the proper performance of its duties under the Agreement to those of its employees, officers and professional advisers who need to have access to it.
- 11.2 Each Party shall take reasonable precautions (and at least as great as those it takes to safeguard its own Confidential Information) to safeguard every part of the Confidential Information.
- 11.3 The provisions of clause 11.1 shall not apply to Confidential Information that:
- 11.3.1 the receiving Party can prove was known to the receiving Party or in its possession before that information was acquired from, or from some person on behalf of, the disclosing Party;
 - 11.3.2 is in or enters the public domain through no wrongful default of the receiving Party or any person on its behalf, provided that this clause 11.3.2 shall only apply from the date that the relevant Confidential Information enters the public domain;
 - 11.3.3 the receiving Party receives from a third party without similar obligations of confidence in circumstances where the third party did not obtain that information as a result of a breach of an obligation of confidence; or
 - 11.3.4 is required to be disclosed by any applicable law or by order of any Court of competent jurisdiction or any government body, agency or regulatory body, to the extent of the required disclosure.
- 11.4 Within three days of receipt of a request to do so made at any time and in any event if the Agreement is terminated, the receiving Party shall promptly return or destroy (at the option of the disclosing Party) all Confidential Information of the disclosing Party.

12 TERMINATION AND ITS CONSEQUENCES

- 12.1 Either Party may terminate the Agreement immediately upon written notice if the other:
- 12.1.1 commits a material breach of the Agreement and which (in the case of a breach capable of remedy) shall not have been remedied within 14 days of a written request to remedy the same. A material breach includes (but not limited to) a failure by the Client to make payment in accordance with clause 4.4; or
 - 12.1.2 if the other party has a liquidator, receiver, administrative receiver or administrator appointed in respect of the whole, or any part, of its undertaking or assets, or in any other country has an officer appointed to perform a function analogous to that of a liquidator, receiver, administrative receiver or administrator; or
 - 12.1.3 if an order is made, or a resolution passed, or petition presented or meeting convened with a view to any of the eventualities set out in clause 12.1.2.
- 12.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 12.3 If the Agreement is terminated pursuant to clause 12.1, the Client shall immediately cease to use the Licensed Materials and shall destroy or return (as BCS may instruct) to BCS all copies of the Documentation and the Deliverables
- 12.4 The Client shall not be entitled to a pro-rata refund of the Contract Price in the event of termination, howsoever occasioned.

13 LIMITATION OF LIABILITY

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

13.1.1 death or personal injury caused by its negligence;

13.1.2 fraud or fraudulent misrepresentation; or

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

13.2 Subject to clause 13.1, neither party shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for loss of profits; loss of business; loss of agreements; loss of anticipated savings; loss of or damage to goodwill; any indirect or consequential loss.

13.3 Subject to clause 13.1 each party's total liability to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the Contract Price paid under this Agreement in the 12 month period immediately preceding the month in which the claim arises; save in respect of for any breaches of clause 8 for which each party's maximum aggregate liability shall not exceed £500,000.

14 TRADE MARKS

Each party undertakes not to use any Trade Marks owned by the other party or the other's name or logo without the prior written consent of the Trade Mark owner. Notwithstanding this, BCS may reference the Client's name in its marketing materials and /or a general description of the services it has provided under this Agreement as an indication of its experience.

15 FORCE MAJEURE

15.1 Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement caused by a Force MajeureEvent.

15.2 The Party claiming the Force Majeure Event will promptly notify the other in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage.

16 NOTICES

Notices authorised or required under this Agreement shall be deemed sufficient if in writing and delivered by registered mail or electronically by email address to the other party or at that party's last known address. Any such notice sent by post shall be deemed to have been served three days after the time of posting and any such notice sent by email shall be deemed to have been served on the business day following the day on which it is sent. Any change of address shall be communicated in writing within 30 days.

17 WAIVERS AND REMEDIES

17.1 Except as otherwise stated in the Agreement, the rights and remedies of each Party under the Agreement are in addition to and not exclusive of any other rights or remedies under the Agreement or the law and may be waived only in writing.

17.2 The failure by either party to exercise or enforce any rights or remedies under this Agreement shall not be deemed to be a waiver of any such rights or remedies, nor shall any single or partial exercise of any right, power or privilege, or further exercise thereof, operate so as to bar the exercise or enforcement thereof at any later time.

17.3 Waiver of a breach of any term of the Agreement shall not operate as a waiver of breach of any other term or any subsequent breach of that term.

18 SEVERABILITY

If any of the provisions of this Agreement become invalid or unenforceable for any reason by virtue of applicable law the remaining provisions shall continue in full force and effect and the parties shall use all reasonable endeavours to replace any legally invalid or unenforceable provision with a provision which will promise to the parties (as far as practicable) the same commercial results as were intended by the original provision.

19 ASSIGNMENT

The Agreement is personal to the Client and the Client may not assign, sub-contract or otherwise dispose of all or part of its rights or obligations under the Agreement whether in whole or in part without the prior written consent of BCS.

20 THIRD PARTY RIGHTS

A person who is not a Party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any term of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

21 ENTIRE AGREEMENT

21.1 The Agreement constitutes the entire agreement between the Parties with respect to the subject matter of the Agreement and supersedes and invalidates all prior oral or written communications, understandings, representations or warranties relating to such subject matter unless made fraudulently.

21.2 In the event of any conflict between this Agreement and any Purchase Order or invoices, the Agreement shall prevail.

22 NON-SOLICITATION

Neither Party shall, during the Contract Period and for a period of 12 months following the date of termination of this Agreement howsoever arising, employ or solicit for employment or hire any person employed by the other Party in respect of this Agreement. This clause shall not limit the ability of either Party to employ or hire any person who responds to a generally advertised or posted job or who becomes employed or hired by a contractor of the other Party through no solicitation or interference by that Party. If a Party is in breach of this clause 22 the it will pay to the other Party liquidated damages in the sum of the amount equal to 100% of the gross annual salary of the employee in question. The Parties agree that any such liquidated damages have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the innocent Party.

23 BRIBERY PREVENTION

Each Party shall;

23.1 comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and shall

23.2 procure that any person who performs or has performed services for or on its behalf in connection with this Agreement complies with this clause 3.

24 AMENDMENTS

No amendment to the Agreement whether oral or written shall be binding on either Party unless in writing and signed on behalf of the Parties.

25 ANNOUNCEMENTS

BCS may advertise, publicly announce or use the Client's name and branding in any format, for any promotion, publicity, marketing and advertising purposes, subject to the Client's prior written approval and subject to the correct application of the Client's brand guidelines.

26 GOVERNING LAW AND JURISDICTION

This Agreement will be governed by and interpreted in accordance with the laws of England and Wales and each party shall submit to the exclusive jurisdiction of the courts of England and Wales.

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

For and on behalf of **BCS Learning & Development Limited**

Signature : **REDACTED**

Signatory's Full Name: **REDACTED**.....

Title: **REDACTED**.....

07 April 2020 | 16:05 PM BST

Date:

For and on behalf of **BPDTS Limited**

Signature : **REDACTED**

Signatory's Full Name: . **REDACTED**.....

Title: .. **REDACTED**.....

07 April 2020 | 16:31 PMBST

Date:

Schedule 1

Project

This Project Schedule governs the terms of each specific project that requires the services of BCS.

Description of Services		Provision of the Product RoleModel Analyse and Consultancy Services
Term:	Commencement Date	8 th April 2020
	Completion Date	3 months after Commencement Date
Number of days to be provided during the Term		Five
Expenses		Expenses will be recharged at cost. No expenses shall be recharged without the prior written approval of the Client (such consent not to be unreasonably delayed or withheld). Venue provision is not included.
Dependencies		<p>BCS' ability to deliver in line with the attached plan is dependent on the following information/action being provided/taken by the Client:</p> <ul style="list-style-type: none"> • Supply User details in the format requested by BCS; • Provide BCS with an accurate organisation chart; • Replicate any Client capability framework; • Review the project with BCS.

Breakdown of Consultancy Delivery

Phase	Deliverables/Dependencies	Days and Rates	Total
Licencing & System Deployment	RoleModel Analyse system license containing the SFIPlus framework for 3 months	REDACTED	REDACTED
Licencing & System Deployment	1000 x RoleModel User Licenses for 3 months to cover system administration and framework creation privileges.	REDACTED	REDACTED
System Training	BCS Account Manager will make available all current RoleModel training materials in order to support staff framework assessments	N/A	N/A
Project Management	Service Delivery Methodology is designed to ensure that your project delivers to specification. The BCS Project Manager and BCS Account Manager will lease with	REDACTED	REDACTED

Phase	Deliverables/Dependencies	Days and Rates	Total
and System Configuration	<p>project leads each month to support and ensure project is meeting the desired deadlines.</p> <p>BCS will recreate BPDTS technology framework within the RoleModel tool, so that it can be assessed against by users.</p> <p>BCS will ensure that all 1000 users are uploaded in to the RoleModel system and provide ongoing support during the 3 month term.</p>		

*The Client may purchase additional user licences via a purchase order, making reference to this Agreement, for 10 or fewer additional licences. Such licence will be valid for the remainder of the Contract Period and the Licence Fee prorated accordingly. Any additional user licences purchased in this way will be governed in full by this Agreement. For any additional consultancy days, or to purchase more than 10 additional user licences, BCS will issue a variation agreement for signature to accompany the additional purchase order from the Client.

Role Model and Consultancy v 2 Transition

Schedule 2

Contract Price

Include details of the price and how it is being calculated. Distinguish between the Licence Fee and the Consultancy Services Fees

1. System Costs

Role Model Develop system: **REDACTED**

2. Licence Fees

RoleModel individual user licences **REDACTED**

3. Consultancy Services

REDACTED

Schedule 3

DATA SHARING

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

1. DEFINITIONS

- Agreed Purposes:** to fulfil each party's obligations under the Agreement including: granting the Client's employees access to the Product;
- Additional Purposes:** to enable BCS to use the Shared Data in an anonymised form for the following purposes:
- carrying out research including the preparation of white papers and market trends;
 - identifying capability or market gaps with a view to informing decision to develop new products to address such gaps;
 - promoting the importance of professionalism in the IT industry and the need to improve capability;
 - preparing event programmes in relation to professionalism in the IT industry.
- Data Protection Legislation:** means the Privacy and Electronic Communications (EC Directive) Regulations 2003, the General Data Protection Regulation (EU) 2016/679 (the "GDPR") and all law implementing the same in the UK, including the Data Protection Act 2018, and all other laws, enactments, regulations, orders, standards and other similar instruments relating to the protection and use of personal data;
- The terms "processor", "controller", "data subjects", "processing" and "personal data" shall be interpreted in accordance with the Data Protection Legislation.
- Permitted Recipients:** The Parties to the Agreement, the employees of each party and any third parties engaged to perform obligations in connection with this Agreement.
- Personal Data Breach:** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.
- Shared Corporate Data:** The corporate data to be shared between the Parties under this Schedule and which may contain information which could identify the client such as:
- a) Corporate components: unique components of a role for the Client which could contain identifiable information as to the identity of the Client;

- b) Organisation framework: behaviours, technology and other frameworks which could contain identifiable information as to the identity of the Client'
- c) Development plan detail which may include items which could identify the Client.

Shared Data: means the Shared Corporate Data and the Shared Personal Data.

Shared Personal Data: the personal data to be shared between the parties under paragraph 2.1 of this Schedule. The Shared Personal Data must not be irrelevant or excessive with regards to the Agreed Purpose and shall be confined to the following categories of information relevant to the following categories of data subject:

- a) Identification data (name, surname, username)
- b) Contact data (email address);
- c) Role profiles;
- d) Team name.

Supervisory Authority: the relevant supervisory authority in the territories where the parties to the Agreement are established.

2. SHARED DATA

2.1 This schedule sets out the framework for the sharing of data between the Parties as Controllers.

3. EFFECT OF NON-COMPLIANCE WITH DATA PROTECTION LEGISLATION

3.1 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation.

3.2 Any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate the Agreement with immediate effect.

4. PARTICULAR OBLIGATIONS RELATING TO DATA SHARING

4.1 Each party shall:

- (a) ensure that it has legitimate grounds under the Data Protection Legislation for the processing of Shared Personal Data;
- (b) ensure that it provides clear and sufficient information to the data subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their personal data, the legal basis for such purposes and such other information as is required by Article 13 of the GDPR. This includes giving notice that, on the termination of the Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (c) ensure that it has all necessary consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (d) ensure that Shared Data is accurate and that it has relevant processes to update such Shared Data;
- (e) process the Shared Personal Data only for the Agreed Purposes or by BCS to anonymise the Shared Data with a view to use it for the Additional Purposes;

- (f) not disclose or allow access to the Shared Data to anyone other than the Permitted Recipients;
- (g) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Data (including obligations of confidentiality) which are no less onerous than those imposed by the Agreement;
- (h) ensure that it has in place appropriate technical and organisational measures to (i) protect against unauthorised or unlawful processing of Shared Personal Data and against accidental loss or destruction of, or damage to the Shared Personal Data; and (ii) ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Shared Personal Data to be protected;
- (i) comply with its obligation to report a Personal Data Breach to the appropriate Supervisory Authority and (where applicable) data subject; and shall each inform the other party of any Personal Data Breach, irrespective of whether there is a requirement to notify any Supervisory Authority or data subject(s);
- (j) ensure that it does not retain or process the Shared Personal Data for longer than is necessary to carry out the Agreed Purposes; save where it is required to retain such data in accordance with any statutory retention period;
- (k) not transfer any personal data received from the other party outside the EEA unless the transferor:
 - (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - (ii) 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; (ii) there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or (iii) one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.

5. MUTUAL ASSISTANCE

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

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any data subject access request;
- (c) provide the other party with reasonable assistance in complying with any data subject access request;
- (d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;

- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement unless required by law to store the personal data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from Share Personal Data transfers;
- (i) provide reasonable assistance as is necessary to each other to facilitate the handling of any Persona Data Breach in an expeditious and compliant manner;
- (j) maintain complete and accurate records and information to demonstrate its compliance with this paragraph 5; and
- (k) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation.

6. ADDITIONAL PURPOSES

- 6.1 The Client agrees that BCS is authorised to anonymise the Shared Data and to use it, in such anonymised form, for the Additional Purposes

Schedule 4 - Processing, Personal Data and Data Subjects

Subject matter of the processing:

Skills management and competence tracking for the sole purpose of resource planning.

Duration of the processing:

Contract duration. Initially 3 months from contract start date.

Nature and purposes of the processing:

The nature & purpose is the collection, recording and reporting of staff skill & competency levels for the purpose of workforce planning.

Type of Personal Data:

First name, surname, DWP email address

Categories of Data Subject:

BPDTS Staff

Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data:

Contract duration then deletion