



701560384

PS002 BCS Organisational Membership

**MOD Terms and Conditions for Less Complex
Requirements
(£122,979 - £378,660)**

1 Definitions - In the Contract:

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, , specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

Contractor means the person, firm or company specified as such in the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

Contractor Commercially Sensitive Information means the information listed as such in the Contract, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

Contractor Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of requirements.

Effective Date of Contract means the date stated on the Contract or, if there is no such date stated, the date upon which both Parties have signed the Contract;

Firm Price means a price excluding Value Added Tax (VAT) which is not subject to variation;

Hazardous Contractor Deliverable means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

Legislation means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

Notices means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

Parties means the Contractor and the Authority, and Party shall be construed accordingly;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be

resolved according to the following descending order of priority:

- (1) the terms and conditions;
- (2) the schedules; and
- (3) the documents expressly referred to in the agreement.

d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

- a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.
- b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

5 Transparency

- a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

6 Notices

- a. A Notice served under the Contract shall be:
- (1) in writing in the English language;
 - (2) authenticated by signature or such other method as may be agreed between the Parties;
 - (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.
- b. Notices shall be deemed to have been received:
- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
 - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
 - (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.
- c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.
- c. The Contractor shall ensure that the Contractor Deliverables:
- (1) correspond with the specification;
 - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
 - (3) comply with any applicable Quality Assurance Requirements specified in the Contract.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Data for Hazardous Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:
- (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.
- c. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:
- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
 - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the extant UK REACH Regulation and any additional information

required by the Health and Safety at Work etc. Act 1974 and shall contain:

- (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
- (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and
- (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

10 Delivery / Collection

- a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).

13 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

14 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

15 Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal,

the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

16 Termination for Corrupt Gifts

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:
 - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

17 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim

such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

18 Insolvency

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

19 Limitation of Contractor's Liability

- a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
 - (1) for:
 - a. any liquidated damages (to the extent expressly provided for under this Contract);
 - b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
 - c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
 - d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
 - (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
 - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
 - (4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;
 - (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
 - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
 - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

20 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:

DEFCON 076 (SC1) (Edn. 06/21) Contractors

Personnel At Government Establishments

DEFCON 502 (SC1) (Edn. 11/16) Specification Changes

DEFCON 503 (SC1) (Edn. 07/21) Formal

Amendments to Contract

DEFCON 531 (SC1) (Edn. 06/17) Disclosure of Information

DEFCON 532B (Edn. 04/20) Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)

DEFCON 534 (Edn. 06/21) Subcontracting and Prompt Payment

DEFCON 537 (Edn. 06/02) Rights of Third Parties

DEFCON 538 (Edn. 06/02) Severability

DEFCON 566 (Edn. 10/20) Change Control of Contractor

DEFCON 656A (Edn. 08/16) Termination for Convenience – Under £5m

DEFCON 658 (SC1) (Edn. 11/17) Cyber

Note: Further to DEFCON 658 (SC1) the Cyber Risk Profile of the Contract is Low, as defined in Def Stan 05-138.

AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

21 The special conditions that apply to this Contract are:

22 The processes that apply to this Contract are:

Schedule 1 – Additional Definitions of Contract

Schedule 2 – Schedule of Requirements for Contract No: 701560384

Deliverables									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
								Per Item	Total inc. packaging (and delivery if specified in the Purchase Order)
1			BCS Organisational Membership Package inclusive of individual membership and organisational benefits package as set out in Annex A to Schedule 2 to the Contract Terms and Conditions, valid 01/08/2021 through 31/07/2023.			1 st August 2021			333,600
2			[Option 1 – Subject to financial approval] BCS Organisational Membership Package inclusive of individual membership and organisational benefits package as set out in Annex A to Schedule 2 to the Contract Terms and Conditions, valid 01/07/2022 through 31/07/2023.			1 st July 2022			30,116
								Total Firm Price	363,716

Item Number	Consignee Address (XY code only)

Annex A to Schedule 2: Services

BCS, The Chartered Institute for IT Organisational and Individual Membership Benefits

1. Organisational Benefits:
 - 1.1. Membership for your staff
 - 1.2. Chartered (CITP, CEng IEng) /Fellowship application waivers and Fellowship
 - 1.3. EngTech application and registration waivers
 - 1.4. RITTech application and registration waivers
 - 1.5. Complimentary Affiliate memberships for the Coordinator (if required) and one for a member of the HR team
 - 1.6. Chartered IT Professional (CITP) application support webinars
 - 1.7. RITTech application support webinars
 - 1.8. Organisational membership plaque
 - 1.9. Digital invitation to join corporate partnerships
 - 1.10. Organisational membership launch
 - 1.11. Invitations to exclusive BCS events
 - 1.12. Opportunity to become a BCS Approved Organisation
 - 1.13. Potential access to the RoleModel*plus* platform for skills audits and development planning
 - 1.14. Organisation speaker opportunity at a BCS event
 - 1.15. Discounted advertising rates in BCS newsletter and in ITNOW magazine (print & online)
 - 1.16. Use of Organisational membership logo
 - 1.17. Central annual invoicing
 - 1.18. Post jobs for free on the BCS jobs board
 - 1.19. Engagement included in the organisational membership:
 - 1.19.1. Running BCS awareness events
 - 1.19.2. MOD event support
 - 1.19.3. Providing speakers
 - 1.19.4. Professional standards application workshops/webinars and mentoring
 - 1.19.5. Bespoke MOD collateral
 - 1.19.6. Account management support and regular engagement calls.
2. Benefits for Individual Members
 - 2.1. Networking
 - 2.1.1. Volunteering opportunities
 - 2.1.2. Access to UK branches and international chapters
 - 2.1.3. Peer-to-peer networking via Specialist groups
 - 2.1.4. Online communities (LinkedIn, Facebook, Twitter)
 - 2.1.5. BCS London meeting room hire discounts
 - 2.2. Knowledge access areas
 - 2.2.1. Regular industry news (eBCS, ITNOW)
 - 2.2.2. Access to webinars
 - 2.2.3. Access to whitepapers
 - 2.2.4. Exclusive discount in BCS bookstore
 - 2.2.5. Membership Extras (discounts on lifestyle, business & legal services)
 - 2.3. Career development
 - 2.3.1. Find a mentor or mentee via BCS Career mentoring network
 - 2.3.2. Exclusive access to Browse SFI*Aplus* (IT skills framework online tool)
 - 2.3.3. Springboard – online, personal career centre – including assessments, eLearning career coaching and advice
 - 2.3.4. Access to exclusive BCS CPD recording tool
 - 2.3.5. Exclusive discounts off training courses
 - 2.4. Integrity and recognition
 - 2.4.1. Professional code of conduct
 - 2.4.2. BCS member post-nominal letters
 - 2.4.3. BCS membership logo usage and certificate
 - 2.4.4. Opportunities to contribute to eBCS, ITNOW & blogs
 - 2.4.5. Contribute to BCS Policy hub consultations
 - 2.4.6. Chartered members and Fellows appear on BCS public register
 - 2.4.7. Chartered and RITTech registrants can opt in to a public register

Schedule 3 - Contract Data Sheet for Contract No: 701560384

Contract Period	<p>Effective date of Contract: 1st August 2021</p> <p>The Contract expiry date shall be: 31st July 2023</p>
Clause 6 - Notices	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: <div style="background-color: black; height: 15px; width: 100%;"></div> </p> <p>Contractor: <div style="background-color: black; height: 15px; width: 100%;"></div> </p>
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within N/A Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p>Other Quality Assurance Requirements:</p> <p>No Specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract.</p> <p>Certificate of Conformity shall be provided in accordance with DEFCON 627.</p> <p>No Deliverable Quality Plan is required reference DEFCON 602B (edn 12/06).</p>

<p>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</p>	<p>A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) DSALand-MovTpt-DGHSIS@mod.uk</p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p> <p>Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: N/A</p>
<p>Clause 10 – Delivery/Collection</p>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor <input checked="" type="checkbox"/></p> <p>Special Instructions:</p> <p>Collected by the Authority <input type="checkbox"/></p> <p>Special Instructions (including consignor address if different from Contractor's registered address): N/A</p>
<p>Clause 12 – Packaging and Labelling of Contractor Deliverables</p>	<p>Additional packaging requirements:</p> <p>N/A</p>
<p>Clause 13 – Progress Meetings</p>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: N/A</p> <p>Frequency: N/A</p> <p>Location: N/A</p>

<p>Clause 13 – Progress Reports</p>	<p>The Contractor is required to submit the following Reports:</p> <p>Type: N/A</p> <p>Frequency: N/A</p> <p>Method of Delivery: N/A</p> <p>Delivery Address: N/A</p>
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Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]

Address: Professional Services Commercial, Spur B2, Bldg 405, MOD Corsham, Westwells Road, Corsham, SN13 9NR

Email: [REDACTED]

☎ [REDACTED]

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

Name: [REDACTED]

Address: MOD Digital & Information Professions, Spur F3, Bldg 405, MOD Corsham, Westwells Road, Corsham, SN13 8NR

Email: [REDACTED]

☎ [REDACTED]

9. Consignment Instructions

The items are to be consigned as follows:

3. Packaging Design Authority

Organisation & point of contact:
See box 2

(Where no address is shown please contact the Project Team in Box 2)

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10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

4. (a) Supply / Support Management Branch or Order Manager:

Branch/Name: See box 2

☎

(b) U.I.N.

B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact DESWATERGUARD-ICS-Support@mod.gov.uk in the first instance.

5. Drawings/Specifications are available from

See box 2

11. The Invoice Paying Authority

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

6. Intentionally Blank

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncliffe

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: DESLCSLS-OpsFormsandPubs@mod.uk

7. Quality Assurance Representative:

Name: [REDACTED]

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

*** NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

Schedule 4 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5) for Contract No: 701560384

Contract No: 701560384
Description of Contractor's Commercially Sensitive Information: <i>Not applicable</i>
Cross Reference(s) to location of sensitive information: <i>Not applicable</i>
Explanation of Sensitivity: <i>Not applicable</i>
Details of potential harm resulting from disclosure: <i>Not applicable</i>
Period of Confidence (if applicable): <i>Not applicable</i>
Contact Details for Transparency / Freedom of Information matters: Name: <i>Not applicable</i> Position: <i>Not applicable</i> Address: <i>Not applicable</i> Telephone Number: <i>Not applicable</i> Email Address: <i>Not applicable</i>

Schedule 5 - Personal Data Particulars

DEFFORM 532

Edn 10/19

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

Data Controller	<p>The Data Controller is both the Secretary of State for Defence (the Authority) and the Contractor.</p> <p>The Personal Data will be provided by:</p> <p><i>Data will be inputted through BCS membership portal by members of staff and processed by BCS. Details will be kept on record for the length of time the staff member wishes to keep their membership for.</i></p>
Data Processor	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p><i>BCS, The Chartered Institute for IT, 3 Newbridge Square, Swindon, Wiltshire, SN1 1BY</i></p> <p>██</p> <p>██</p>
Data Subjects	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: <i>[please specify]</i></p> <p><i>MOD staff, volunteers/temporary staff (decision would be made by the coordinator on who to invite into the scheme).</i></p>
Categories of Data	<p>The Personal Data to be processed under the Contract concern the following categories of data:</p> <p><i>Name (first, middle name(s), and surname) home address, telephone number(s), email address, DOB, work history (to determine level of membership).</i></p>
Special Categories of data (if appropriate)	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data:</p> <p><i>Not applicable.</i></p>
Subject matter of the processing	<p>The processing activities to be performed under the contract are as follows:</p> <p><i>Automated and manual review of applications being received into BCS for either joining membership or applying for one of BCS's standards.</i></p> <p><i>Certain criteria for membership and standards need to be met to allow them to be authorised for members of staff.</i></p>
Nature and the purposes of the Processing	<p>The Personal Data to be processed under the Contract will be processed as follows:</p> <p><i>To enable individuals to obtain professional membership of BCS, The Chartered Institute for IT.</i></p>

Technical and organisational measures	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:</p> <p><i>BCS, The Chartered Institute for IT is ISO27001 and Cyber Essentials accredited.</i></p>
Instructions for disposal of Personal Data	<p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract):</p> <p><i>Data will only be held in accordance with UK GDPR and for the length of time a member of staff wishes to have a relationship with BCS, The Chartered Institute for IT for.</i></p>
Date from which Personal Data is to be processed	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here:</p> <p><i>1st August 2021.</i></p>

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

Schedule 6 – Organisational Membership Specific Terms and Conditions

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 Contract.

1. Definitions

AMBCS: Associate Member of the Contractor.

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

BCS Membership : Membership with BCS, The Chartered Institute for IT.

BCS Trade Mark: the trademark owned by the Contractor as set out in Annex 3 to this Schedule 6.

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

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

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

Confidential Information: all information disclosed by or on behalf of a Party (in whatever medium including in written, oral, visual or electronic form and whether before or after the date of this Contract) including all business, financial, commercial, technical, operational, organisational, legal, management and marketing information and the Qualifying Criteria and the Intellectual Property Rights of the Contractor and the Authority (whether registered or unregistered).

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

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

Guide for Co-ordinators: a guide provided by the Contractor to assist the Authority to gain full benefit from the Contract.

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

throughout the world, in each case for the full term of the relevant right.

MBCS: Professional Member of the Contractor.

Organisational Membership Co-ordinator: the Contractor's employee who will be a point of contact for the Authority in accordance with paragraph 3.

Organisational Membership Scheme: the scheme offered by the Contractor to the Authority under this Contract which enables the Authority to offer the BCS Membership to its employees and which includes the benefits set out in Annex A to Schedule 2.

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

Qualifying Criteria: the criteria for BCS Membership set out in Annex 2 to this Schedule 6 as may be amended in accordance with paragraph **Error! Reference source not found..**

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

2 RIGHTS GRANTED TO THE CLIENT

2.1 The Contractor grants to the Authority a non-exclusive, non-transferrable, revocable licence to use the BCS Trade Mark in accordance with this Contract for the Contract Period.

2.2 The Parties acknowledge and agree that the number of individuals employed by the Authority in IT roles who may be admitted to BCS Membership shall be limited to the number set out in Schedule 2 as may be amended by agreement of the Parties and in accordance with Clause 2.b.

2.3 This Contract does not transfer to the Authority title to the AMBCS or MBCS designations.

2.4 In consideration of payment made in accordance with Clause 14 and Schedule 2 the Authority will be eligible to access the benefits set out in Annex A to Schedule 2.

3 OBLIGATIONS OF THE CLIENT

3.1 The Authority shall:

3.1.1 assign individuals who are employed by the Authority to act in the following roles as described in Annex 1 to this Schedule 6:

- Sponsor
- Champion
- Co-ordinators

3.1.2 provide the Contractor with the names and contact details for individuals assigned to the roles described in paragraph 3.1.1 and promptly inform the Contractor of any replacements of such individuals. In the event that only one individual is appointed to fulfil

the roles outlined in paragraph 3.1.1, the Authority shall provide to the Contractor the name and contact details of another employee should the named contact not be available;

3.1.3 liaise with the Contractor from time to time as appropriate to ensure the successful day to day operation of the Contract;

3.1.4 satisfy the criteria set out in Annex 1 to this Schedule 6 as may be amended and updated by the Contractor from time to time in accordance with paragraph 5;

3.1.5 provide, upon request of the Contractor, a self-assessment and activity report of the Authority's systems and controls to assure the Authority's compliance with Annex 1 to this Schedule 6;

3.1.6 use reasonable endeavours to procure that individuals employed by the Authority in IT roles who are admitted to BCS Membership comply with all requests for the submission of evidence to support the information given in their application concerning their qualifications and/or experience if their application record is selected for review by the Contractor;

3.1.7 comply with the provisions of the BCS Brand Guidelines in connection with the use of the BCS Trade Mark, a copy of which has been provided to the Authority;

3.1.8 comply with the Guide for Co-ordinators, as amended from time to time by the Contractor, a copy of which has been provided to the Authority; and

3.1.9 promote BCS Membership to individuals employed by the Authority in IT roles whom it considers to be eligible to be admitted as members of the Contractor throughout the Contract Period, in accordance with the Guide for Co-ordinators.

3.2 The Contractor grants the Authority permission to use the BCS Trade Mark for the purpose of announcing and promoting their Organisational Membership Scheme to individuals and clients. Employees of the Authority who become BCS members may use the appropriate logo for their membership grade or registration as set out by the BCS Member Regulations. The Authority is not permitted to use any other logo or names owned by the Contractor.

4 OBLIGATIONS OF THE CONTRACTOR

The Contractor shall:

- assign roles to individuals who are employed by or volunteers of BCS to provide the benefits listed in Annex A to Schedule 2;
- liaise with the Authority from time to time and ensure the day to day operation of the Contract;
- ensure a representative from the Contractor is available during Business Days to discuss any questions arising from this Contract;
- make available to the Authority an Organisational Membership Scheme and grant it access to the Co-ordinator Portal within 10 days of the Effective Date of Contract; and

- process membership applications from individuals within two Business Days from receipt of the application.

5 RIGHTS OF THE CONTRACTOR

5.1 The Contractor shall be entitled from time to time on giving reasonable notice in writing to:

5.1.1 issue the Authority with updated Qualifying Criteria for the admission of individuals to Associate or Professional Membership of the Contractor as set out in Annex 2 to this Schedule 6;

5.1.2 issue the Authority with amendments to the BCS Brand Guidelines and the Guide for Co-ordinators; and

5.1.3 modify or substitute any of the benefits or services (as set out in Annex A to Schedule 2) or any portion thereof.

5.2 In the event of the need to substitute a benefit or service as set out in Annex A to Schedule 2, the Contractor will use reasonable endeavours to provide a benefit or service of equivalent value to the original benefit or service.

5.3 The Contractor reserves the right:

5.3.1 to refuse admission of any individual as a member of the Contractor;

5.3.2 to withdraw membership from any individual admitted to BCS Membership, following an application under this Contract. Reasons for taking this action may include but are not limited to:

(a) breach of the Code of Conduct by the individual which results in disciplinary proceedings;

(b) where evidence stated by an individual in their application for membership cannot be substantiated; and

(c) failure by any individual admitted to BCS Membership to provide evidence of their qualifications and or work experience claimed in their application when requested; and

5.3.3 not to renew the membership of any individual admitted to BCS Membership under this Contract. Reasons for taking this action include but are not limited to the circumstances referred to in paragraph 5.3.2 and the failure of the Authority to make payment of annual membership subscriptions as part of the fees due under this Contract and required as a condition of BCS Membership.

5.4 Subject to the Authority's prior written approval, the Contractor may advertise, publicly announce or use the Authority's name and branding in any format, for promotion, publicity, marketing and advertising purposes only.

6. INTELLECTUAL PROPERTY

6.1 The licence granted to the Authority by the Contractor under paragraph 2 does not transfer to the Authority title to any Intellectual Property Rights to any

related materials and documentation or to any rights in the BCS Trade Mark.

The Authority shall:

6.1.1 use the BCS Trade Mark in the form stipulated from time to time by the Contractor, including in the BCS Brand Guidelines, and shall observe any reasonable directions given by the Contractor as to colours and size of representations of the BCS Trade Mark and their manner and disposition in all advertising, promotional and other material which makes use of the BCS Trade Mark;

6.1.2 not use the BCS Trade Mark 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 Contractor;

6.1.3 not adopt or use any trade mark or device that incorporates or is confusingly similar to the BCS Trade Mark, or unfairly competes with the BCS Trade Mark. The Authority shall not at any time, whether during or after termination of this Licence, apply anywhere in the world to register any trade mark identical to or so nearly resembling the BCS Trade Mark as to be likely to deceive or cause confusion;

6.1.4 not do any act which would or might jeopardise or invalidate any registration of any BCS Trade Mark, nor to do any act which might assist or give rise to an application to remove any BCS Trade Mark from the register, or to do any other action that might otherwise prejudice any right or title in the BCS Trade Mark;

6.1.5 acknowledge that except as expressly provided in this Contract all rights and associated goodwill and Intellectual Property Rights in the BCS Trade Mark will be vested at all times in the Contractor;

6.1.6 acknowledge that in respect of the BCS Trade Mark and any other Intellectual Property Rights of the Contractor which it might provide to the Authority under this Contract, the Authority shall not acquire any rights and that all rights and goodwill are, and shall remain, vested in the Contractor;

6.1.7 not at any time, whether during or after termination of this Contract, use the BCS Trade Mark or similar devices, as part of any business or trading name or style of the Authority or as part of the domain name/web site address of the Authority or register any internet domain name which includes the BCS Trade Mark or name similar to it;

6.1.8 not use the BCS Trade Mark for any purpose other than as set out in this Contract.

6.2 If the Authority breaches any of the provisions of this paragraph 8, resulting in a claim against the Contractor for infringement of any Intellectual Property Right ("IP Claim"), the Authority will at the Contractor's request: (i) defend and hold harmless the Contractor against the IP Claim at the Authority's cost and expense, and (ii) pay all costs, damages and expenses, and final judgments (including reasonable legal fees) finally incurred by the Contractor through a court of competent jurisdiction or as agreed to in a written final settlement agreement arising out of such

IP Claim; provided that: (i) the Contractor promptly notifies the Authority in writing no later than 30 Business Days after the Contractor's receipt of notification of a potential claim; (ii) the Authority may assume sole control of the defence of such claim and all related settlement negotiations, but in no event shall the Authority agree to any settlement in which fault is attributed to the Contractor without prior receipt of written approval from the Contractor; and, (iii) the Contractor provides the Authority, at the Authority's request and expense, reasonable assistance, information and authority necessary to perform the Authority's obligations under this paragraph.

6.3 Notwithstanding paragraph 6.2, the Contractor reserves the right to retain the conduct of all proceedings relating to the BCS Trade Mark and shall in its sole discretion decide what action (including litigation, arbitration or compromise) if any to take in respect of any infringement or alleged infringement of the BCS Trade Marks or any claim of passing off, breach of confidence or any other claim or counterclaim brought or threatened in respect of the use of the BCS Trade Mark.

7 CONFIDENTIALITY

7.1 Subject to Clause 5 of the Contract and DEFCON 531 (SC1), 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 Contract 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 Contract to those of its employees, officers and professional advisers who need to have access to it.

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

7.3 The provisions of this paragraph 7 shall not apply to Confidential Information that:

7.3.1 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;

7.3.2 is in or enters the public domain through no wrongful default of the receiving Party or any person on its behalf, provided that this paragraph 7 shall only apply from the date that the relevant Confidential Information enters the public domain;

7.3.3 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

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

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

8 DATA PROTECTION

8.1 Compliance with Data Protection Legislation:

8.1.1 Each Party shall act as a controller for the purpose of, or in connection with the Contract;

8.1.2 Each Party shall comply with all the obligations imposed on a controller under the Data Protection Legislation;

8.1.3 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.

8.2 Particular Obligations Relating to Data Sharing

When sharing of personal data is required under the Contract, each Party shall:

8.2.1 ensure that it has legitimate grounds under the Data Protection Legislation for the processing or sharing of any personal data;

8.2.2 ensure that it provides clear and sufficient information to the data subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their personal data, the legal basis for such purposes and such other information as is required by Article 13 of the UK GDPR;

8.2.3 ensure that personal data is accurate and that it has relevant processes to update such personal data;

8.2.4 ensure that it has in place appropriate technical and organisational measures to (i) protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, 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 personal data to be protected;

8.2.5 comply with its obligation to report a Personal Data Breach to the Commissioner and (where applicable) data subject; and shall each inform the other Party of any Personal Data Breach, irrespective of whether there is a requirement to notify the Commissioner or data subject(s);

8.2.6 ensure that it does not retain or process any personal data for longer than is necessary to fulfil its obligations under the Contract; save where it is required to retain such data in accordance with any statutory retention period; and

8.2.7 not transfer any personal data received from the other Party outside the United Kingdom without obtaining the other Party's prior written consent.

8.3 Mutual Assistance

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

8.3.2 promptly inform the other Party about the receipt of any data subject access request;

8.3.3 provide the other Party with reasonable assistance in complying with any data subject access request;

8.3.4 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 the Commissioner or regulators;

8.3.5 notify the other Party without undue delay on becoming aware of any breach of the Data Protection Legislation;

8.3.6 provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner;

8.3.7 maintain complete and accurate records and information to demonstrate its compliance with this paragraph 8; and

8.3.8 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.

ANNEX 1 to Schedule 6 – CRITERIA FOR ASSESSMENT OF THE CLIENT

1. The Organisation

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

2. OPERATION AND RENEWAL

The continuance of the Contract will be subject to periodic meetings between representatives of the Parties during the Contract Period.

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

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

ANNEX 2 to Schedule 6 – QUALIFYING CRITERIA FOR THE AWARD OF MEMBERSHIP OF BCS

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

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

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

- A minimum of one year's practical experience in IT.
- or
- Academic qualifications or other qualifications sufficient to remit the one-year period of practical experience.

Membership Class: Professional Grade: Member

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

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

- A minimum of five years' practical experience in IT.

or

- Academic qualifications or other qualifications sufficient to remit the five-year period of practical experience.

or

- Qualifications and practical experience in IT that corresponds to a minimum of five years' practical experience.

Academic qualifications and other certifications that will be accepted as remitting periods of practical experience are detailed in the Contractor's Trustee Board Regulations Schedule 1 – Assessment Scheme.

Membership Class: Ordinary Grade: Associate

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

ANNEX 3 to Schedule 6 – THE CONTRACTOR TRADEMARK

The trademark set out below is the “BCS Trade Mark” to which this Contract refers:



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

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

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