

DATED

ORGANISATIONAL MEMBERSHIP OF THE BRITISH COMPUTER SOCIETY

between

SECRETARY OF STATE FOR DEFENCE

and

THE BRITISH COMPUTER SOCIETY

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THIS AGREEMENT is dated 9th June 2017

PARTIES

- (1) The British Computer Society, is the Chartered Institute for IT a body incorporated by Royal Charter in England and Wales (number RC000724), and a registered charity in England and Wales (number 292786) First Floor, Block D, North Star House, North Star Avenue, Swindon, UK SN2 1FA (**Supplier**).
- (2) The Secretary of State for Defence, MOD Corsham, Building 405, MoD Corsham, Westwells Road, Corsham, SN13 9NR (**Customer**).

BACKGROUND

- (A) The Supplier is in the business of promoting IT for the benefit of society and maintains a register of persons qualified in computing by admission to one of the classes of professional membership of the British Computer Society (BCS).
- (B) The Customer wishes to obtain, and the Supplier wishes to provide a non-exclusive licence to use the licensed IP as set out in Schedule 1 for the purposes of assessing eligible employees eligible for membership of BCS.

AGREED TERMS

1. INTERPRETATION

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

Definitions.

Agreement: This agreement including the Schedules and any appendices or attachments.

AMBCS: Associate Member of BCS

Applicable Laws: all applicable laws, statutes, regulations from time to time in force.

BCS: The British Computer Society, also defined as Supplier

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

Change Order: has the meaning given in Clause 9.1.

Charges: the amount to be paid as set out in Schedule 2

Commencement Date: has the meaning given in Clause 3

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Data Controller : has the meaning set out in section 1(1) of the Data Protection Act 1998.

Data Subject: an individual who is the subject of Personal Data.

EU Data Protection Law: means the Data Protection Directive 95/46/EC and the Privacy and Electronic Communications Directive 2002/58/EC and any amendments, revisions, re-enactments or consolidations of these directives, and any laws implementing those directives in any member state of the European Union, which, in the case of the UK, means the Data Protection Act 1998, all subordinate legislation passed pursuant to that Act and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any amendments, revisions, re-enactments or consolidations of those laws.

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 BCS

Organisational Membership: Membership of the British Computer Society

Personal Data: has the meaning set out in the Data Protection Act 1998

Processing and process: have the meaning set out in section 1(1) of the Data Protection Act 1998.

Qualifying Criteria: the criteria required to gain membership of the BCS, set out in Schedule 1

Services: the services set out in *Schedule 1*, including services which are incidental or ancillary to such services.

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier, its agents, subcontractors or consultants to the Customer and used directly or indirectly in the supply of the Services, including any such items specified in Schedule 1.

Term: the duration of this Agreement in accordance with Clause 3.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

This Agreement shall be binding on, and ensure to the benefit of, the parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

A reference to **writing** or **written** includes fax and email.

Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference of this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

References to clauses and Schedules are to the clauses and Schedules of this Agreement.

Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. PROJECT SPECIFIC DEFCONS

DEFCON 513 (Edn 11/16) Value Added Tax (VAT)

DEFCON 514 (Edn 08/15) Material Breach

DEFCON 515 (Edn 10/04) Bankruptcy and Insolvency

DEFCON 522 (Edn 11/16) Payment and Recovery of Sums

DEFCON 530 (Edn 07/04) Dispute Resolution

DEFCON 532B (Edn 12/16) Protection of Personal Data (where personal data is being processed on behalf of the Authority)

DEFCON 656A (Edn 08/16) Termination for Convenience

3. COMMENCEMENT AND DURATION

This Agreement shall commence on 1st July 2017 (the “Commencement Date”) and shall continue, unless terminated earlier in accordance with Clause 14, until 30th June 2019.

The Supplier shall provide the Services to the Customer in accordance with this Agreement from 1st July 2017 **OR** the date of this Agreement, if appropriate.

4. RIGHTS GRANTED TO THE CUSTOMER

4.1 The Supplier grants to the Customer a non-exclusive, non-transferable licence for the duration of this Agreement to assess and recommend such of its employed staff as it considers eligible for admission as members of BCS strictly in accordance with the criteria set out in Schedule 1, and subject to the terms and conditions of this Agreement.

4.2 The Supplier grants to the Customer a non-exclusive, non-transferrable licence to use the Supplier trademarks identified in Schedule 3 in accordance with this Agreement for its duration.

4.3 The parties acknowledge and agree that the number of members who may be admitted to membership of BCS under the licence granted under Clause 4.1 shall be limited to the number of members set out in Schedule 1.

4.4 This Agreement does not transfer to the Customer title to the AMBCS or MBCS designations.

4.5 In consideration of the rights granted under Clause 4.1, the Customer shall comply with all the obligations on the part of the Customer under this Agreement and shall pay to the Supplier prices and payments in accordance with Clause 10 and Schedule 2.

4.6 In consideration of payment made in accordance with Clause 10 and Schedule 2 the Customer will be eligible to access the benefits set out in Schedule 1.

5 CUSTOMER’S RESPONSIBILITIES

5.1 The Customer warrants and represents to:

5.1.1 Assign individuals in Schedule 4 who are employed by the Customer to act in the following roles as described in Schedule 1:

- Sponsor

- Champion

- Co-ordinators

5.1.2 Provide Supplier with the names and contact details for individuals assigned to the roles described in Clause 5.1.1 and inform the Supplier immediately when any roles are reassigned;

5.1.3 In the event that only one (1) individual is appointed to fulfil the roles outlined in 5.1.1 then the Customer shall provide to the Supplier the name and contact details of another employee should the named contact not be available.

5.1.4 Liaise with the Supplier and ensure the day to day operation of the Agreement.

5.1.5 Conduct the assessment of employed staff of the Customer applying for admission to membership of BCS under this Agreement against the Qualifying Criteria set out in Schedule 1 as may be updated from time to time in accordance with Clause 7. Guidance for this role will be provided by BCS in the Guide for Co-ordinators - <http://www.bcs.org/upload/pdf/om-coordinators.pdf>. The minimum champion population for the Customer shall be between two (2) and five (5) per cent of the overall population of staff admitted for membership of BCS.

5.1.6 Provide the Supplier with a list of individuals considered eligible for membership of BCS. The Supplier requires the names of employees being selected for assessment for recommendation for admission to membership of BCS from the Customer. If these are not available at the Commencement Date, it remains the responsibility of the Customer to provide the names at a later date and the Supplier would expect, in order that full benefit can be gained by the Customer, to have the names no later than 4 weeks after the Commencement Date. The Supplier will have no liability to the Customer if names of employees being selected for assessment for recommendation for admission to membership of BCS are not provided.

5.2 The Customer shall at all times:

- 5.2.1 satisfy the criteria set out in Schedule 1 as may be amended and updated by the Supplier from time to time in accordance with Clause 7;
- 5.2.2 obtain permission from their employees considered eligible to be admitted as members of BCS to use their personal data in accordance with all applicable Data Protection laws;
- 5.2.3 conduct the assessment of employed staff of the Customer applying for admission to membership of BCS as Associate or Professional members against the Services set out in Schedule 1 and in conformity with any additional quality standards issued by BCS to the Customer from time to time;
- 5.2.4 maintain records to evidence the assessment of each application for admission to membership of BCS in accordance with Schedule 1;
- 5.2.5 ensure all individuals recommended for admission to membership of BCS under this Agreement sign up to the BCS Code of Conduct (www.bcs.org/codeofconduct);
- 5.2.6 inform the Supplier if it becomes aware of any fact or circumstance which may affect its ability to conduct the assessment of employed staff considered eligible to be admitted as members of BCS under this Agreement or to comply with any quality standards issued and explain in writing why any such fact or circumstance may affect its ability to comply and where such fact or circumstance is capable of remedy provide full proposals to remedy and to prevent them from recurring and the period within which the Customer will do so and shall carry out the remedial steps the Customer proposes;
- 5.2.7 implement all changes, updates and developments in accordance with notices issued by the Supplier in accordance with Clause 7 which may include the criteria for the award of Associate or Professional Membership as may be notified from time to time by the Supplier;
- 5.2.8 at all times comply with the provisions of the BCS Brand Guidelines in connection with the use of the BCS Trade Marks (Schedule 3) licensed by the Supplier and the Customer acknowledges receipt of and has read and understands a copy of the current BCS Brand Guidelines;
- 5.2.9 promote membership of BCS throughout the Term and any extended period or periods, in accordance with the best practice guidance from the Supplier.

5.2.10 The Customer acknowledges and agrees that the exercise of the licence granted to the Customer under this Agreement is subject to all applicable laws, enactments, regulations and other similar instruments in the jurisdiction of England and Wales (including, without limitation, all applicable local laws relating to advertising, broadcasting, health and safety and telecommunications), and that the Customer shall at all times be solely liable and responsible for such due observance and performance.

5.3 The Customer acknowledges that where no such standards are prescribed, the warranties and conditions implied by statute shall apply and where such standards are prescribed they shall be in addition to any conditions or warranties implied by statute.

5.4 The provisions of this Clause 5 shall survive any performance, acceptance or payment by the Customer under this Agreement.

5.5 The Supplier grants the Customer permission to use the BCS Organisational Membership logo in accordance with Schedule 3 (BCS Trademarks) for the purpose of announcing and promoting their scheme to employees and clients. Individual members within the Customer organisation may use the appropriate logo for their Membership Grade or registration as set out by the BCS Member Regulations. The Customer is not permitted to use any other logo or names owned by BCS.

6 SUPPLIER'S OBLIGATIONS

6.1 The Supplier warrants represents and undertakes to:

- Assign roles to individuals who are employed by or volunteers of BCS to ensure benefits listed in Schedule 1 are realised;
- liaise with the Customer and ensure the day to day operation of the Agreement;
- ensure a representative from the Supplier is available during the Business Day to discuss any questions arising from this Agreement;
- have the Organisational Membership scheme set up and grant access to the Suppliers' online portal within 5 Business Days;
- process successful membership applications of individuals within 2 Business Days from receipt of the submission;
- supply an engagement report to advise the Customer of membership uptake, between months 6 and 9 after Commencement Date and at other times should the Customer request.

7 RIGHTS OF THE SUPPLIER

7.1 The Supplier shall be entitled from time to time with reasonable notice to:

- 7.1.1 issue the Customer with updated Qualifying Criteria for admission to Associate (AMBCS) or Professional Membership (MBCS) at the grade of member of BCS, the assessment of individuals and associated regulations;
 - 7.1.2 issue the Customer with amendments to the BCS Brand Guidelines; and
 - 7.1.3 modify or substitute any of the benefits or services or any portion thereof.
- 7.2 In the event of the need to substitute a benefit or service, the Supplier will use its best endeavours to provide a benefit or service of equivalent value to the original benefit or service.
- 7.3 In all cases the Supplier shall be entitled to notify the Customer in writing of a deadline of not more than 28 days or such extended deadline as the parties may from time to time agree between them in writing for the Customer to provide to the Supplier unconditional written confirmation that the Customer can and will comply with such updates and amendments to the Qualifying Criteria for admitting individuals to membership of BCS under this Agreement.
- 7.4 The Supplier, having granted to the Customer, a non-exclusive licence to recommend such of its employees whom it considers eligible for membership of BCS, shall at all times:
- retain the right to refuse admission of any individual as a member of BCS;
 - reserve the right to carry out additional processing or verification where it deems it appropriate;
 - reserve the right to withdraw membership from any individual admitted to membership, following an application under this Agreement. Reasons for taking this action may include but are not restricted to:
 - (a) Breach of the Code of Conduct by the individual resulting in disciplinary proceedings or;
 - (b) Where it is subsequently found that the assessment of the individual's application has not been properly administered, 28 days' notice will be provided to the Customer to communicate with the individual prior to the individual being removed from membership of BCS.
- 7.5 Reserve the right not to renew the membership of any individual admitted to membership of BCS under this Agreement. Reasons for taking this action may include but are not restricted to failure of the Customer to make payment of annual membership subscriptions as part of the fee due under this Agreement and required as a condition of membership.

8 DEFAULT BY THE CUSTOMER

- 8.1 A failure by the Customer to comply with the terms of this Agreement can only relieve the Supplier from complying with its obligations under this Agreement with

effect from the date on which the Supplier notifies the Customer in writing of the Customer's failure and its effect or anticipated effect on the Services.

9 CHANGE CONTROL

9.1 Either party may propose changes to the scope or execution of the Services, but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties. A Change Order shall be a document setting out the proposed changes and the effect those changes will have on:

- the Services;
- the Charges;
- the timetable for the Services; and
- any terms of this Agreement.

9.2 If the Customer wishes to make a change to the Services:

- it shall notify the Supplier, providing as much detail as is reasonably necessary to enable the Supplier to prepare the draft Change Order; and
- the Supplier shall, within 30 Business Days of receiving the Customer's request at Clause 9, provide a draft Change Order to the Customer.

9.3 If the Supplier wishes to make a change to the Services, it shall provide a draft Change Order to the Customer.

9.4 If the parties:

- agree to a Change Order, they shall sign it and that Change Order shall amend this Agreement; or
- are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in Clause 21.

10 CHARGES AND PAYMENT

10.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the Charges as set out in Schedule 2.

11 INTELLECTUAL PROPERTY RIGHTS

11.1 The licences granted to the Customer by the Supplier under this Agreement do not transfer to the Customer title to any Intellectual Property Rights to any materials and documentation or to any rights in the Supplier's trademarks identified at Schedule 3.

- 11.2 The Customer shall:
- 11.2.1 use the Supplier trademarks in the form stipulated from time to time by the Supplier, including the Supplier brand guidelines, and shall observe any reasonable directions given by the Supplier as to colours and size of representations of the trademarks and their manner and disposition in all advertising, promotional and other material which makes use of the Supplier's trademarks.
 - 11.2.2 not use the Supplier's trademark 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 cause jeopardise their value or validity, or be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of the Supplier.
 - 11.2.3 not adopt or use any trademark or device that incorporates or is confusingly similar to the Supplier's trademark, or unfairly competes with the Supplier's trademarks. The Customer shall not at any time, whether during or after termination of this Agreement, apply anywhere in the world to register any trademark identical to or so nearly resembling the Supplier's trademark as to be likely to deceive or cause confusion.

12 DATA PROTECTION AND DATA PROCESSING

- 12.1 The Customer and the Supplier acknowledge that for the purposes of the Data Protection Act 1998, the Customer is the Data Controller and the Supplier is the data processor of any Personal Data.
- 12.2 The Supplier shall:
- 12.2.1 process the Personal Data only to the extent, and in such a manner, as is necessary for the purposes specified in Schedule 1 and in accordance with the Customer's instructions from time to time and shall not process the Personal Data for any other purpose. The Supplier will keep a record of any processing of personal data it carries out on behalf of the Customer;
 - 12.2.2 promptly comply with any request from the Customer requiring the Supplier to amend, transfer or delete the Personal Data;
 - 12.2.3 only collect any Personal Data on behalf of the Customer on a form which will contain a notice informing the data subject of the identity of the Data Controller, the identity of any data protection representative it may have appointed, the purpose or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the data is, or is to be, processed to enable processing in respect of the data subject to be fair. The Supplier shall not modify or alter the form in any way without the prior written consent of the Customer;

12.2.4 provide, at the Customer's request, a copy of all Personal Data held by it in the format and on the media reasonably specified by the Customer;

12.2.5 not transfer the Personal Data outside the European Economic Area without the prior written consent of the Customer; and

12.2.6 promptly inform the Customer if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. The Supplier will restore such Personal Data at its own expense.

12.3 If the Supplier receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Act 1998 and the data protection principles set out in this Agreement, it shall immediately notify the Customer and it shall provide the Customer with full co-operation and assistance in relation to any such complaint, notice or communication.

12.4 The Supplier shall ensure:

- that it takes reasonable steps to ensure the reliability of any of the Supplier's employees who have access to the Personal Data;
- that access to the Personal Data is limited to:
- those employees who need access to the Personal Data to meet the Supplier's obligations under this Agreement; and
- in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties,
- that all of its employees involved with the Services:
- are informed of the confidential nature of the Personal Data;
- have undertaken training in the laws relating to handling personal data; and
- are aware both of the Supplier's duties and their personal duties and obligations under such laws and this Agreement.

12.5 If the Supplier receives a request from a Data Subject for access to that person's Personal Data, the Supplier shall:

- notify the Customer within 2 Business Days of receiving such a request;
- provide the Customer with full co-operation and assistance in relation to any request made by a Data Subject to have access to that person's Personal Data; and
- not disclose the Personal Data to any Data Subject or to a third party other than at the request of the Customer or as provided for in this Agreement.

12.6 The Supplier warrants that:

- it will process the Personal Data in compliance with all applicable EU Data Protection Law; and
- it will take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure the Customer's compliance with the seventh data protection principle.

12.7 The Supplier shall notify the Customer immediately if it becomes aware of:

- any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data; and
- any advance in technology and methods of working which mean that the Customer should revise its security measures.

12.8 The Supplier agrees to indemnify and keep indemnified and defend at its own expense the Customer against all costs, claims, damages or expenses incurred by the Customer or for which the Customer may become liable due to any failure by the Supplier or its employees or agents to comply with any of its obligations under this Clause 12.

13 CONFIDENTIALITY

13.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customer, clients or suppliers or the other party except as permitted by Clause 13.2.

13.2 Each party may disclose the other party's confidential information:

- to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 13; and
- as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

14 TERMINATION

14.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party.

14.2 Without affecting any other right or remedy available to it, the Customer may terminate this Agreement with immediate effect by giving written notice to the Supplier if there is a change of control of the Supplier.

15 CONSEQUENCES OF TERMINATION

15.1 On termination or expiry of this Agreement:

15.1.1 the Supplier shall, if so requested by the Customer, provide all assistance reasonably required by the Customer to facilitate the smooth transition of the Services to the Customer or any replacement supplier appointed by it.

15.1.2 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.

16 ASSIGNMENT AND OTHER DEALINGS

16.1 Neither party to this Agreement shall assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

17 RIGHTS AND REMEDIES

17.1 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18 ENTIRE AGREEMENT

18.1 This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19 CONFLICT

19.1 If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Schedules, the provisions of this Agreement shall prevail.

20 NOTICES

- 20.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office.

21 DISPUTE RESOLUTION PROCEDURE

- 21.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it then the parties shall follow the procedure set out in DEFCON 530.

Schedule 1 Services Details

1. THE CUSTOMER

1.1 Should employ IT practitioners whose skills and competence fall within the scope of the IT Profession as defined by the Supplier, The Chartered Institute for IT as skills and competence contained within the Skills for the Information Age (SFIA) framework;

1.2 Should be committed to the development of its staff and reflect this commitment in its HR policies and procedures

1.3 Should support the continuing professional development of its staff.

1.4 Assign the following roles:

1.4.1 **Sponsor:** The sponsor should act as a top level champion for the scheme promoting and supporting BCS membership.

1.4.2 **Champion:** The Champion will be an advocate of membership of BCS responsible for promoting the relevance and importance of BCS membership to their colleagues.

1.4.3 **Co-ordinator:** a minimum of 2 individuals should be assigned to the role of Co-ordinator who will:

- Ensure all applications to be admitted as a member of BCS are processed in a timely manner and, all employees wishing to be admitted as members of BCS under this Agreement: are assessed against the criteria for the appropriate grade of membership as set out in paragraph 3 of Schedule 1 as may be updated from time to time
- sign up to the BCS Code of Conduct (www.bcs.org/codeofconduct).
- Communicate with applicants and liaise with the Supplier.

2. OPERATION AND RENEWAL

2.1 The continuance of the Agreement will be subject to periodic meetings between representatives of the parties and, during the Term, the Supplier retains the right to inspect records of the assessment of applications for membership of BCS.

2.2 Prior to any renewal of the Agreement the operation of the Agreement will be reviewed.

2.3 The purpose of the review will be to assure continuing compliance with the terms of the Agreement including but not limited to:

- the promotion of membership of BCS,
- the assessment of applicants applying for membership of BCS.

3. QUALIFYING CRITERIA FOR THE AWARD OF MEMBERSHIP OF BCS

3.1 The Customer must ensure that the employees being recommended for membership meet the criteria set out in the BCS Trustee Board Regulations Section II – Classes of membership for admission to membership of BCS.

IN ALL CASES EVIDENCE OF EXPERIENCE AND COMPETENCE SHOULD BE VALIDATED BY PERSONS WITH KNOWLEDGE OF THE APPLICANTS WORK.

3.2 In all cases individuals recommended for membership of BCS must sign up to the BCS Code of Conduct (www.bcs.org/codeofconduct).

Membership Class: Professionals Grade: Member

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

Experiential route: evidence has been provided to demonstrate practical experience equivalent to competencies at SFIA level 31 Applicants applying through this route will typically have worked in IT for a minimum of five years.

OR

Accredited degree route: applicants should submit evidence of the following:

- award of a university degree accredited by the BCS, a full list of degrees accredited by BCS is available at: <http://wam.bcs.org/wam/coursesearch.aspx>

OR

- a BCS Professional Graduate Diploma and Professional Project in IT at Diploma level

OR

Experience and Academic qualifications: Applicants with less than five years practical experience may be granted remission against the requirement for experience where they hold academic qualifications listed in BCS Trustee Board Regulations – Schedule 1 – assessment scheme.

Membership Class: Ordinary Grade: Associate

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

Experiential route: applicants must evidence of a minimum of one year's practical experience in IT

OR

Academic qualifications: applicants should submit evidence of Academic qualifications or other qualifications sufficient to remit one year of practical experience. Academic qualifications that fulfil this requirement are listed in BCS Trustee Board Regulations – Schedule 1 – assessment scheme available at <http://wam.bcs.org/wam/coursesearch.aspx>

4. Benefits and Services

The following benefits and services will be provided to the Customer:

- Remission of membership subscriptions for up to **800** employees at grade of AMBCS or MBCS (or other levels if agreed) - whichever is applicable to the individual;

[REDACTED]

[REDACTED]

- [REDACTED] Chartered IT Professional (CITP) application support workshops/webinars
- [REDACTED] RITTech application support workshops/webinars
- Organisational Membership plaque representing the partnership between BCS & MOD
- Organisational Membership launch event hosted at Supplier's premises
- Speaker opportunities at other client Organisational Membership and BCS events
- Exclusive BCS event hosted at Supplier's premises. BCS provide the speaker to present on a topic of your choice.
- Joint Marketing – opportunity for joint promotional activities, this could include either an interview, video case study, testimonial or review

[REDACTED]

[REDACTED]

- Scheme Coordinator, if not member, eligible to attend BCS events
- Discounted advertising rates in BCS newsletter
- Discounted advertising rates in ITNOW magazine (print & online)

- Use of Organisational Membership logo

Employees of the Customer admitted to membership of BCS will be eligible to receive all benefits associated with membership of BCS applicable to their individual grade of membership see <http://www.bcs.org/content/conCertification/115>

Schedule 2 Payment

The Customer shall pay the following fees in respect of this Agreement:

- On signature of the Agreement the Customer will raise a purchase order for the sum described below (British pounds sterling) in respect of payment for the benefits and services described at Schedule 1.

- Membership is not subject to VAT. Any additional benefits and services as described in this Schedule are subject to VAT in accordance with Defcon 513 (Edn 11/16).

Title	Details	Total
BCS Organizational Membership	‘Organisational Membership’ package <i>(including 800 Individual Memberships)</i> , valid for two years (VAT-free)	██████████
Engagement benefits	Organisational benefits package – valid for two years (VATable)	Included within package in recognition of OM partnership volume
TOTAL PRICING (VAT-exempt)		██████████

Payment Schedule

Unless otherwise agreed, prices shall be exclusive of VAT and other taxes and duties which may from time to time be applicable.

All payments shall be made within 30 days of the invoice date by the Customer in British pounds sterling by transfer to such bank account as the Supplier may from time to time notify in writing to the Customer.

The Customer will at the request of the Supplier provide a valid purchase order number against which an invoice will be raised for charges in connection with this Agreement.

Schedule 3 Trademarks

The trademarks set out below comprise the Suppliers trademarks



The Customer shall use the BCS Organisational Member logo provided at <http://interact.bcs.org/organisational-membership/bcs-organisational-membership-logo-installer.zip>

Schedule 4 Go Live Activation Details

Commencement Date of Organisational Membership – 01/03/2017

Role Assignment: To be confirmed.

	Role	Name	E-mail address
1	Senior Sponsor	[REDACTED]	[REDACTED]
2	Primary Membership Coordinator	[REDACTED]	[REDACTED]
3	Secondary Membership Coordinator	[REDACTED]	[REDACTED]
4	Membership Champion		

List of members deemed to be eligible for consideration for membership

SIGNATURE

Signed by
for and on behalf of the British
Computer Society

Signed by
for and on behalf of the Secretary of
State for Defence