

**THE BRITISH COMPUTER SOCIETY
CCP CUSTOMER AGREEMENT**

DATED: _____ 201__

PARTIES:

(1) **THE BRITISH COMPUTER SOCIETY** (known as BCS. The Chartered Institute for IT), a body incorporated by Royal Charter with registered charity number 292786 whose registered address is at First Floor, Block D, North Star House, North Star Avenue, Swindon, UK, SN2 1FA, ("**BCS**"); and

(2) IA PROFESSIONAL (as identified below)

each a "Party" and together "the Parties"

This Agreement is made with effect from the Effective Date, in accordance with and subject to the attached Conditions set out below.

<p>SIGNED for and on behalf of THE BRITISH COMPUTER SOCIETY</p> <p>.....</p> <p>Name:</p> <p>Position:</p> <p>Date:</p>	<p>SIGNED by the IA Professional</p> <p>.....</p> <p>Name:</p> <p>Position:</p> <p>Employer:</p> <p>Date:</p>
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CONDITIONS

It is agreed that these Conditions shall apply to the arrangements between BCS and the IA Professional for certification and re-certification by BCS.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following words and phrases shall have the following meanings:

Agreement

means the signature page, the Schedules and these Conditions together;

Authority

means the Secretary of State for Foreign and Commonwealth Affairs (acting through the Government Communications Headquarters, GCHQ – by its information assurance arm, CESG – the UK Government's National Technical Authority for Information Assurance);

Authority Marks

has the meaning given in the CCP Branding Licence;

BCS Marks

means trade marks, trade names, brands and logos of and used by BCS;

CESG Certified Professional

means the status conferred by BCS on an IA Professional who meets the requirements of the Applicant Guidelines and who agrees to comply with the CCP Standard, the CCP Code of Conduct and this Agreement;

Applicant Guidelines

means the guidelines for CESG Certified Professional certification setting out the certification and re-certification requirements and issued and updated by BCS from time to time. The current version of such applicant guidelines can be found at www.bcs.org/ia;

Claim

means any claim, demand, action, cost, expense (including legal cost and disbursement), loss, damage and liability of whatsoever nature;

Clearance

has the meaning given to it in Schedule 2;

Confidential Information

means all information relating to either Party or the Authority or its or their operations or business, disclosed in confidence by or on behalf of one Party or the Authority, or generated from such information by the receiving Party (whether before or after the Effective Date), either in writing, orally, or in any other form, directly or indirectly from or pursuant to discussions with the other Party or which is obtained through observations made by the receiving Party, including commercial, policy, technical, scientific, operational, personnel, personal, property and other information, and including ideas, concepts, schemes, information, knowledge, techniques, generic business methodologies (and in the case of the Authority's and BCS' confidential information anything else in the nature of know-how relating to CCP or otherwise to this Agreement), and all analyses, compilations, studies and other documents, whether prepared by or on behalf of either Party that contain or otherwise reflect or are derived from such information (and any copy of such information), whether or not marked or designated as "confidential", which ought reasonably to be considered as confidential, **except** any information that:

- (a) at the time of disclosure, is already public knowledge, or subsequently becomes public knowledge, other than by way of any breach of this Agreement;
- (b) prior to disclosure, was not subject to any confidentiality obligation of any sort;
- (c) is properly disclosed under any legal requirement to a designated regulatory or other body; or
- (d) prior to disclosure, was already known (by some other means) by the recipient;

Contracting Authority

has the meaning given in regulation 3 of the Public Contract Regulations 2006, as amended from time to time;

Crown Body

means any department, office, or agency of the Crown;

Dispute

means any dispute or difference between the Authority, BCS and/or the IA Professional arising out of or in connection with this Agreement, whether before or after expiry or termination of this Agreement;

Effective Date

means the date of this Agreement;

Expiry Date

means the expiry date shown on the IA Professional's CCP certification document;

Good Industry Practice

means the use of standards, practices, methods and procedures conforming to Law, and the exercise of that degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged in England and Wales in the provision of services of the same type as the IA Professional in the same or similar circumstance;

IA

means information assurance;

CCP

has the meaning given to it in clause 3.1;

CCP Agreement

means the agreement between BCS and the Authority dated 26 July 2011 relating to CCP;

CCP Branding Licence

means the sub-licence set out in Schedule 1;

CCP Code of Conduct

means the Code of Conduct set out at Schedule 3 to this Agreement;

CCP Customer Fees

means the fees set out on www.bcs.org/ia as may be amended by BCS from time to time;

CCP Data

means any data processed by or on behalf of the IA Professional for the purposes of this Agreement, including diagrams, drawings, images, information, text, or sounds, back-up data, or other materials or items that are embodied in any medium (including all electronic, magnetic, optical, or tangible medium), and including Authority and/or BCS data;

CCP Standard

means the standard entitled CESG Certification for IA Professionals, as amended by the Authority from time to time, a copy of which is available at http://www.cesg.gov.uk/products_services/training/certification_for_ia_specialists.pdf; or by writing to the Professionalisation, Education & Training Room A2h, GCHQ, Hubble Road, Cheltenham GL51 0EX; or by emailing: profcert@cesg.gsi.gov.uk;

IA Professional

means the individual identified on the signature page;

IPR

means any right, title or interest in:

- (a) patents, trade marks, service marks, trade names, goodwill, registered designs, design rights, copyrights and other forms of intellectual or industrial property (in each case, in any part of the world), whether or not registered or registrable for their full period of registration with all extensions, renewals and revivals, and including all applications for registration or otherwise;
- (b) inventions, formulae, confidential information (including know-how and secret processes);
- (c) computer software; and
- (d) any similar or equivalent rights and assets that may now or in the future subsist anywhere in the world;

Law

means any Act of Parliament or subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978 and any enforceable European Union legislation;

Licensed IPR

means the IPR licensed under the CPP Branding Licence;

Protectively Marked Material

shall have the meaning set out in paragraph 1.1 (Definitions) of Schedule 2;

Regulatory Body

means any of those government departments and regulatory, statutory and other entities, committees and bodies that, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Authority, BCS or the IA Professional;

Security

means all aspects of physical, logical, documentary, personnel and other security as described at Schedule 2;

Supporters

means the individuals nominated by the IA Professional to confirm the content of the IA Professional's written submission and who may be contacted for further information regarding the written submission or for Surveillance;

Surveillance

means the activities carried out by BCS including those related to enforcement under Clause 3.9 and those to assess the IA Professional's compliance with the CCP Code of Conduct and the CCP Standard, which may include the use of feedback from Supporters regarding the application for CESG Certified Professional certification or re-certification or during the term of certification;

Term

means the duration of this Agreement from the Effective Date to the Expiry Date, as extended by any period of re-certification by BCS of the IA Professional;

Third Party IPR Claim

means any Claim that the use of the Licensed IPR, or any IPR asserted or used in connection with CCP infringes any third party IPR;

- 1.2 The interpretation and construction of this Agreement shall be subject to the following provisions:
- 1.2.1 a reference to any statute, enactment, order, regulation or similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently extended, amended, consolidated or re-enacted;
 - 1.2.2 the headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement;
 - 1.2.3 except where the context expressly requires otherwise, references to Clauses, Schedules, Sections, parts, and paragraphs are references to Clauses, Schedules, Sections, parts, and paragraphs of this Agreement;
 - 1.2.4 the Schedules to this Agreement (including any Annexes) are an integral part of this Agreement and reference to this Agreement includes references to the Schedules, and reference to any Schedule includes a reference to any Annex to that Schedule;
 - 1.2.5 all references to any agreement (including this Agreement), document or other instrument include a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned;
 - 1.2.6 where the context allows, the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa;
 - 1.2.7 where this Agreement defines a word or expression, related words and expressions that are not separately defined shall have a consistent meaning; and
 - 1.2.8 any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words. A phrase starting with the words "or other" or "otherwise" is not limited by any preceding words where a wider interpretation is possible.

2 **STANDARDS**

- 2.1 The IA Professional shall act at all times:
- 2.1.1 with all due care, skill and diligence;
 - 2.1.2 in a good, safe and professional manner;
 - 2.1.3 in a manner not likely to be injurious to health or to cause damage to property or the environment;
 - 2.1.4 in compliance with all applicable Laws, guidance and consents, including the Bribery Act 2010, and so as not to prejudice renewal of any consents, or put the Authority in breach of any Law, guidance or consents;
 - 2.1.5 in compliance with this Agreement, the CCP Branding Licence, the CCP Code of Conduct and the CCP Standard;
 - 2.1.6 so as not to bring BCS, the Authority or CCP into disrepute or damage BCS' or the Authority's operations, standing, public image, reputation or goodwill and so as not to attract adverse publicity to BCS, the Authority or CCP; and
 - 2.1.7 where, in relation to a matter, there is no express obligation or standard imposed on the IA Professional under this Agreement, and insofar as to do so does not conflict with any express provision of this Agreement, in accordance with Good Industry Practice

2.2 Where the Authority or BCS takes appropriate action against the IA Professional (including suspending or revoking CESC Certified Professional certification) to uphold the reputation and good standing of CCP, the IA Professional shall reimburse BCS for any reasonable costs and expenses incurred by BCS on its own account or reimbursed to the Authority in taking such enforcement action.

3 **CCP**

3.1 **Introduction:** The Information Assurance Professionalisation Project is the industry-wide scheme developed and managed by the Authority for certification of information assurance specialists working in the public sector or any member of the Authority's CESC Listed Advisers Scheme (or its replacement) in the private sector, including relevant standards, practices, methods and procedures, with at its core the CCP Standard ("**CCP**").

3.2 **CCP Standard:** The IA Professional shall comply with, and at all times act in a manner that is consistent with, the CCP Standard and the CCP Code of Conduct.

3.3 **Control of CCP:** The Authority shall have sole and absolute control of CCP (including the CCP Standard), including at any time (during and after the Term) in relation to:

3.3.1 its existence;

3.3.2 its scope;

3.3.3 its configuration

3.3.4 its development, implementation, management and operation; and

3.3.5 its use.

3.4 **Use of CCP:** The IA Professional may use CCP solely for the purposes provided in this Agreement, provided always that the IA Professional's right to use CCP shall be:

3.4.1 effective only during the Term and while CCP continues to exist; and

3.4.2 subject to, and conditional on, the IA Professional's compliance with this Agreement.

3.5 **CCP Certification:** If the IA Professional meets the requirements of the Applicant Guidelines and agrees to comply with the CCP Standard and the CCP Code of Conduct, then BCS shall certify him/her accordingly.

3.6 **CCP Re-Certification**

3.6.1 If the IA Professional wishes to remain as a CESC Certified Professional and applies to BCS to be re-certified, then he/she shall be required to undergo re-certification in accordance with the Applicant Guidelines,

3.6.2 The IA Professional agrees to undergo Surveillance to assess continuing eligibility for CESC Certified Professional status.

3.6.3 In any event, re-certification of CESC Certified Professional certification or reissue of lapsed certification will be conducted in accordance with the Applicant Guidelines.

3.7 **Continuing professional development:** The IA Professional must undertake continued professional development ("**CPD**"). For the purposes of recertification, IA Professionals will be expected to demonstrate the CPD that they have undertaken in the last 12 months. BCS will review this as part of the re-certification to ensure that CPD is being undertaken. In exceptional circumstances, at BCS' discretion, it may be acceptable to justify no specific CPD during the last 12 months, for example, where the IA Professional has been prevented by solid work commitments, in which case, CPD over the previous 24 months may be considered and evidence of CPD from within the work performed may be considered.

- 3.8 **Customer Service:** BCS shall operate a customer service facility for enquiries about CCP, certification, re-certification and related matters including CCP Customer Fees. The contact details and opening hours for customer service can be found at <http://www.bcs.org/category/16215>.
- 3.9 **BCS enforcement:** The IA Professional acknowledges and agrees that BCS shall be entitled to:
- 3.9.1 promptly enforce CCP (including the CCP Standard) against the IA Professional where the IA Professional fails to comply with it, including:
- (a) where appropriate, by revoking or suspending CCP certification from the IA Professional; and
 - (b) notifying any IA Professional's material failure to comply, of which it is aware, to the Authority for consideration.
- 3.10 **Authority enforcement:** The IA Professional acknowledges and agrees that the Authority may itself take appropriate action (including suspending or revoking CESG Certified Professional certification) against the IA Professional to uphold the reputation and good standing of CCP.
- 3.11 **BCS indemnity:** The IA Professional agrees to indemnify BCS and keep BCS fully and effectively indemnified on demand against all Claims arising out of or in connection with any material breach of the CCP Code of Conduct or the CCP Standard to the extent due to the act or omission of the IA Professional.
- 4 **CCP CUSTOMER FEES**
- 4.1 The IA Professional shall pay BCS the CPP Customer Fees for initial certification and re-certification.
- 5 **IPR**
- 5.1 **Marks:** Except as expressly provided under this Agreement under no circumstances shall the IA Professional be entitled to use any trade marks, names, logos, or brands of BCS or the Authority, including in any literature, documentation, advertising, or publicity material, without BCS or the Authority's prior written consent and subject, in any event, to the IA Professional entering into a licence with the owning party on terms specified by the owning party.
- 5.2 **CCP Branding Licence:** Subject to the other provisions in this Clause 5, the IA Professional shall ensure that all literature, documentation, advertising, and publicity material used in connection with CCP, shall:
- 5.2.1 include the Authority Marks and the BCS Marks used in connection with CCP, insofar as required by the CCP Branding Licence;
- 5.2.2 comply with:
- (a) the CCP Branding Licence (including such amendments to the CCP Branding Licence as the Authority might reasonably require from time to time); and
 - (b) any branding guidelines notified by BCS to the IA Professional from time to time.
- 5.3 **Breach:** Any breach of the CCP Branding Licence by the IA Professional may result in termination of this Agreement and removal of certification.

6 END OF CCP

6.1 If the Authority decides to terminate the whole or any part of CCP, any licence granted under the CCP Branding Licence shall terminate automatically, and, unless otherwise approved in writing by BCS, the IA Professional shall:

6.1.1 cease to use CCP (including the CCP Standard);

6.1.2 cease to be involved, or hold itself out to be involved, in CCP howsoever; and

6.1.3 promptly surrender (or shall procure the surrender of) any items that use CCP (including the CCP Standard) or Authority Marks or BCS Marks and all copies thereof to BCS for destruction when requested to do so by BCS and, in any event, on termination or expiry of this Agreement.

7 IPR INFRINGEMENT

7.1 **Notice:** The IA Professional shall promptly notify BCS of any claims or allegations of any Third Party IPR Claim of which it has notice.

7.2 **No admission:** The IA Professional shall not make any admissions that may be prejudicial to the defence or settlement of the Third Party IPR Claim.

7.3 **Assistance:** The IA Professional shall provide all appropriate reasonable assistance to BCS and/or the Authority for the purpose of contesting any Third Party IPR Claim or demand made or action brought against the Authority.

8 SECURITY

8.1 The IA Professional acknowledges the Authority's Security requirements set out in Schedule 2.

8.2 The Authority shall be entitled to change the Security requirements at any time. BCS shall inform the IA Professional of such changes.

8.3 The IA Professional shall ensure that any application document for CCP certification or re-certification, CV, written submission and all other supporting documents provided by them to BCS are classified and suitably marked with the relevant security level applicable to the respective document

9 SENSITIVE CLAIMS

9.1 With respect to any Claim (including any Third Party IPR Claim), which the Authority acting reasonably considers is likely to have an adverse impact on the Authority's operations (a "**Sensitive Claim**"), the Authority shall be entitled to take conduct of any defence, dispute, compromise or appeal of the Sensitive Claim. Any decision of the Authority on this issue shall be final and conclusive.

10 TERMINATION

10.1 **Default Events:** Without prejudice to any other right or remedy available to BCS under this Agreement or at law or in equity, each and any one or more of the following events shall constitute a default event, entitling BCS (at its sole and absolute discretion) to terminate this Agreement immediately (in whole or in part):

10.1.1 **Reputation:** the IA Professional does anything that any reasonable person with experience at senior management level in the United Kingdom information assurance market would consider so harmful to the reputation of the Authority and/or BCS as to justify the termination of this Agreement;

10.1.2 **Security:** any Security-related breach arising out of or in connection with this Agreement;

10.1.3 **Termination of the CCP Agreement:** termination of the ICCP Agreement for whatever reason; or

10.1.4 **Revocation of CESG Certified Professional certification:** the IA Professional's CESG Certified Professional certification is revoked by the Authority or BCS

11 CHANGE IN LAW

11.1 **Foreseeable:** The terms and conditions of this Agreement shall be deemed to cover and take account of the effects of any changes in Law that are enacted or implemented after the Effective Date, and that the parties ought reasonably to have been aware of, or that ought reasonably to have been foreseen by the Parties.

11.2 **Unforeseeable:** Without prejudice to Clause 11.1 (Foreseeable), in relation to changes in Law after the Effective Date that were not reasonably foreseeable by the parties as at the Effective Date, BCS shall advise the IA Professional of any requisite changes to this Agreement as a result of such changes in Law.

12 DATA HANDLING

12.1 **Proprietary notices:** The IA Professional shall not delete or remove any proprietary notices contained within or relating to any Authority or BCS data.

12.2 **Necessary use:** The IA Professional shall not store, copy, disclose or otherwise use any Authority or BCS data, except as necessary for the performance by the IA Professional of its obligations under this Agreement or as otherwise approved in writing by BCS.

13 DATA PROTECTION

13.1 The Data Protection Act 1998 shall apply to the processing of Personal Data by BCS under this Agreement.

14 CONFIDENTIALITY

14.1 **Confidential Information:** Each Party shall at all times as far as reasonably practicable:

14.1.1 **Treat as own:** treat any Confidential Information of the other Party or the Authority as confidential and safeguard it accordingly, and to the same standard as it would safeguard any confidential information relating to its own business, and in accordance with Good Industry Practice;

14.1.2 **No disclosure:** not further disclose any Confidential Information of the other Party or the Authority to any third party, except:

(a) in the case of disclosure by the IA Professional in connection with the certification process in accordance with Clause 14.3 (IA Professional disclosure to third parties);

(b) in the case of disclosure by BCS, to the Authority and/or for the purposes of this Agreement or as contemplated in Clause 14.5 (No restriction) or Clause 14.8 (Feedback, complaints and appeals);

and in respect of any such further disclosure, the disclosing Party shall use its reasonable efforts to impose upon each intended third party recipient similar confidentiality obligations as are set out in this Agreement;

14.1.3 **Copying and retention:** only copy and retain any Confidential Information of the other Party or the Authority to the extent reasonably required for the purposes of this Agreement;

14.1.4 **On termination:** unless otherwise agreed in writing by the Parties or the Authority (as the case may be), as soon as reasonably practicable, on expiry or termination of this Agreement, (at its own expense and by appropriate means) comply with the

other Party's or the Authority's (as the case may be) reasonable instructions as to the return, destruction, or deletion of any material (of whatever nature) comprising any Confidential Information disclosed by that Party or the Authority, and

- 14.1.5 **Notice:** immediately notify the other Party or the Authority (as the case may be) by appropriate means, (followed by a written notice as soon as reasonably practicable) of any actual or potential breach of confidence in respect of any Confidential Information, and take any reasonable steps to end, avoid, prevent, reduce or mitigate any adverse affects of any such breach, and subsequently comply with any measures designed to prevent any incidence or recurrence of any breach as the Parties or the Authority (as the case may be) may in writing agree.
- 14.2 **No commercial exploitation:** The IA Professional shall not seek to commercially exploit or financially benefit in any way from any Confidential Information, which it has generated, developed, or gained in the course of this Agreement in its business generally, unless otherwise approved in writing by BCS (such approval shall not be unreasonably withheld) and provided that such use would not involve or result in any breach of confidence or conflict of interest and except as otherwise expressly provided under this Agreement.
- 14.3 **IA Professional disclosure to third parties:** If the IA Professional intends to disclose any Confidential Information to any third party, it shall:
- 14.3.1 as soon as reasonably practicable, by appropriate means, notify BCS or the Authority (as the case may be) of any such disclosure request;
- 14.3.2 provide such co-operation as may, in the circumstances, be reasonably required by BCS and/or the Authority and/or the third party recipient in dealing with the disclosure request; and
- 14.3.3 not respond directly to the person making the disclosure request.
- 14.4 **BCS/Authority disclosure to third parties:** Subject to the provisions of Clause 14.5 (No restriction), if BCS and/or the Authority intends to disclose any Confidential Information belonging to the IA Professional to a third party it/they shall:
- 14.4.1 obtain the IA Professional's consent; and
- 14.4.2 comply with Clause 14.1.2 (No disclosure) with regard to the imposition of confidentiality obligations upon the intended third party recipient.
- 14.5 **No restriction:** Nothing in this Agreement shall prevent disclosure of the IA Professional's Confidential Information:
- 14.5.1 (by the Authority) to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party that is not part of any Crown Body or any Contracting Authority;
- 14.5.2 (by the Authority) to any consultant, contractor or other person engaged by BCS and/or the Authority or any person conducting an Office of Government Commerce gateway review;
- 14.5.3 (by BCS and/or the Authority) for the purpose of the examination and certification of BCS and/or the Authority's accounts; and
- 14.5.4 (by the Authority) for the purpose of complying with the Environmental Information Regulations.
- 14.6 **This Agreement:** Each Party shall treat the existence, nature and extent of this Agreement as confidential, together with any related discussions, documents, or arrangements.

14.7 **Restricted use:** Without prejudice to the provisions of Clauses 14.1 (Confidential Information) to 14.6 (This Agreement) inclusive, the IA Professional shall not, and shall procure that the individual recipients do not, without BCS' written approval, in any way use any Confidential Information disclosed to it by BCS, for any purpose whatsoever other than the purposes of this Agreement or CPP.

14.8 **Feedback, complaints and appeals:** The IA Professional acknowledges and agrees that BCS and/or the Authority may disclose the IA Professional's Confidential Information to any person, solely for the purposes of handling:

14.8.1 any feedback in connection with provision of services by the IA Professional; or

14.8.2 any complaints or appeals in connection with CCP or in connection with any other aspect of this Agreement.

15 **OFFICIAL SECRETS**

15.1 **Security and intelligence:** Without prejudice to the provisions of this Clause 15 (Official secrets), or to the operation of the Official Secrets Acts 1911 to 1989 ('the Official Secrets Acts') generally, the IA Professional is aware that the Authority is a security and intelligence service and that, in particular, the Authority's Confidential Information and any Protectively Marked Material are information relating to security or intelligence for the purposes of Section 1 of the 1989 Act and the IA Professional acknowledges that the Official Secrets Acts apply to them and will continue to apply to them in respect of any Confidential Information of the Authority that is disclosed to them under this Agreement.

15.2 The IA Professional shall if directed by the Authority sign a statement acknowledging that, both during and after the Term, he is bound by the Official Secrets Acts 1911 to 1989 (and any other applicable Law).

16 **RELATIONSHIP BETWEEN THE PARTIES**

16.1 **No other relationship:** Nothing in this Agreement shall constitute, or be deemed to constitute any form of employment, legal partnership, joint venture, or agency between the Parties and/or the Authority, nor shall either Party and/or the Authority, including its principals (if any), employees, agents, or sub-contractors be deemed to be the servant, legal partner, or agent of the other Party and/or the Authority.

16.2 **No other activities:** The IA Professional shall not, without BCS' written approval, do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind whatever on behalf of BCS and/or the Authority, or bind BCS and/or the Authority in any way.

16.3 **No holding out:** The IA Professional shall not in any circumstances hold itself out to be the servant, legal partner or agent of BCS and/or the Authority.

17 **CONFLICT OF INTEREST**

17.1 **Disclosure:** The IA professional shall immediately disclose to BCS any actual or potential conflict of interest arising from or in relation to this Agreement, or from the IA Professional's relationship with BCS and/or the Authority generally.

17.2 **Measures:** The IA Professional shall give effect to such measures as may reasonably be required by BCS for ending or avoiding any such actual or potential conflict of interest, or alleviating its effect.

18 **CORRUPT GIFTS**

18.1 **Prohibited acts:** The IA Professional shall not do, and warrants that in entering this Agreement it has not done any of the following:

- 18.1.1 offer, give or agree to give to any Crown servant any gift or consideration of any kind as an inducement or reward:
- (a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this Agreement or any contract/agreement with the Crown; or
 - (b) for showing or not showing favour or disfavour to any person in relation to this Agreement or any contract /agreement with the Crown; or
- 18.1.2 enter into this Agreement or any contract/agreement 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/agreement 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 (via BCS);
- 18.1.3 committed any offence, including under the Bribery Act 2010, (the "**prohibited acts**").

19 REPUTATION

- 19.1 The IA Professional shall not do or omit to do anything in relation to this Agreement or their other activities that may bring the operations, standing, public image, reputation or goodwill of BCS and/or the Authority into disrepute or attract adverse publicity to BCS and/or the Authority.

20 THIRD PARTY RIGHTS

- 20.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999, these terms and conditions are not intended to, and do not, give to any person who is not a party to it any rights to enforce any provision contained in it, except that the provisions of Clause 3.10 (Authority enforcement), Clause 9.1 (Sensitive Claims) and Clause 19 (Reputation) shall be enforceable by the Authority.

21 GENERAL

21.1 Assignment.

21.1.1 The IA Professional shall not be entitled to assign, sub-contract or otherwise deal in any of the rights granted and obligations undertaken by it in connection with this Agreement.

21.1.2 BCS shall be entitled to assign, sub-contract or otherwise deal in any of the rights granted and obligations undertaken by it in connection with this Agreement as it sees fit.

- 21.2 **Amendment.** No amendment of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the Parties.

- 21.3 **Waiver and remedies.** Except as otherwise stated in this Agreement, the rights and remedies of each party (as well as those of the Authority) under this Agreement are in addition to any other rights or remedies under this Agreement or the general law, and may be waived only in writing and specifically. Delay in exercising or non-exercise of any right or a partial exercise of any right under this Agreement is not a waiver of that or any other right under this Agreement. Waiver of a breach of any term of this Agreement shall not operate as a waiver of breach of any other term or any subsequent breach of that term.

- 21.4 **Entire agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or

conditions, whether oral or written, express or implied between the parties relating to such subject matter.

- 21.5 **No reliance.** Each party acknowledges to the other that it has not been induced to enter into this Agreement by, nor has it relied upon any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other party or any other person save for those contained in this Agreement. Accordingly, each of the Parties acknowledges and agrees that the only remedy available to it in respect of the subject matter of this Agreement shall be for breach of contract under the terms of this Agreement. Nothing in this Agreement shall exclude liability for fraud or fraudulent misrepresentation.
- 21.6 **Governing law and jurisdiction.** This Agreement and any dispute or claim arising out of or in connection with it (including any non-contractual claims or disputes) shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

Schedule 1

CCP Branding Licence

1 INTERPRETATION

1.1 The terms of this licence form an integral part of the Agreement and the provisions of the Agreement and all terms and expressions defined in the Agreement shall have the same effect here as though set out in full.

1.2 The following words and phrases shall have the following meanings:

Branding Guidelines

means the branding guidelines set out in Appendix 2 as may be amended from time to time by the Authority with reference to the Authority Marks and BCS with reference to the BCS Marks;

IA Professional's CCP Activities

shall have the meaning given to it in clause 3;

IA Staff

means (a) any information assurance specialists working in the public sector; and/or (b) any member of the Authority's CESG Listed Advisers Scheme (or its replacement) in the private sector, and shall include the IA Professional;

Marks

means the BCS Marks and the Authority Marks set out in Appendix 1 to the CCP Branding Licence;

Standards of Quality

means the standards referred to at clause 4 hereto;

2 LICENCE

2.1 BCS grants the IA Professional and its employers a non-exclusive licence to use the Marks in the United Kingdom upon or in relation to the IA Professional's CCP Activities observing any directions by or instruction of the Authority in regard to the Authority's Marks and BCS with regard to the BCS Marks from time to time in accordance with the provisions relating to the Standards of Quality set out herein with regard to the Authority's Marks and specific instructions that BCS may issue with regard to the BCS Marks.

2.2 The IA Professional shall not be entitled to use the Marks if the IA Professional's certification has lapsed or been withdrawn.

2.3 The IA Professional's employer shall not be entitled to use the Marks if the certification of all IA Staff employed by such employer has lapsed or been withdrawn, or where such use of the Marks gives the impression that the employer is certified rather than its employees.

2.4 The IA Professional may only use the BCS Marks alongside the Authority Marks and under no circumstances shall the IA Professional use the BCS Marks independently of the Authority Marks.

3 IA PROFESSIONAL'S CCP ACTIVITIES

The IA Professional's CCP Activities are the following:

3.1 Usage by the IA Professional who has been certified under CCP:

- On documents and websites promoting their IA services to the public sector, and on their reports to their public sector clients.

3.2 Usage by employers of the IA Professional who has been certified under CCP:

- On advertising for the services of IA Staff employee(s) that have been certified under CCP, and
- On proposals to clients, where the input of the CCP-certified IA Staff employee(s) is fundamental to the service proposed.

4 STANDARDS OF QUALITY

4.1 The Authority's Marks shall be used only in the form shown in the Appendix 1 hereto and wholly in accordance with the specifications and guidelines at Appendix 2 hereto ("Branding Guidelines") drawn up by the Authority and wholly in accordance with this Agreement and any related specifications directions and instruction supplied by the Authority and BCS from time to time and shall not be changed by the IA Professional without specific instruction from the Authority.

4.2 The Marks shall not be used independently of an IA Professional's (or his employer's) name (and, where one exists, logo) in connection with the IA Professional's activities under CCP.

5 RIGHTS IN RESPECT OF INFRINGEMENT

5.1 The IA Professional shall promptly inform BCS in the event that he comes into possession of evidence that one of the Marks is being or he believes is being infringed by a third party.

6 DURATION AND TERMINATION

6.1 This Branding Licence shall operate as from the date hereof and shall continue during the currency of the CCP Agreement.

6.2 Upon termination or expiration of this Branding Licence the IA Professional shall immediately cease to use the Marks and will do all things reasonably necessary to enable the Authority to amend the register of trade marks to record the cessation of the Branding Licence in respect of IA Professional.

Appendix 1

Marks

The Authority Mark



BCS Mark



Appendix 2

Branding Guidelines

CCP LOGO

1 THE CCP LOGO

- 1.1 The CESG Certified Professional (CCP) is a scheme developed and managed by GCHQ for the certification of IA Staff.
- 1.2 Whenever possible, reproduce in full colour on a white background; alternatively please use the black version.
- 1.3 Reference to the CCP logo in these guidelines shall mean reference to the Authority's logo for CCP, unless indicated otherwise.

2 MINIMUM CLEAR SPACE REQUIREMENTS

- 2.1 The minimum clear space surrounding the CCP logo should be equal to the letter „P” in the word Professional.

3 MINIMUM REPRODUCTION SIZE

- 3.1 The minimum reproduction size of the CCP logo is 55mm wide and should appear on a light coloured background for maximum legibility.

4 TEXT TREATMENT OF CCP

- 4.1 When referring to CCP within body copy, the text “CESG Certified Professional” should appear upon first and thereafter may be abbreviated to “Certified Professional” or “CCP”.
- 4.2 Where “CESG Certified Professional” is used, CESG appear in capital letter. The “C” in Certified should appear in capital letters.
- 4.3 The same font weight, emphasis and size should be used as the rest of the body copy.

5 DUAL LOGO BRANDING

- 5.1 When using the CCP logo, BCS must use the CCP logo alongside its own for the CCP scheme (i.e. it must co-brand).
- 5.2 When using the CCP logo, IA Staff (and their employers) may use the CCP logo on documents and websites promoting their IA services to the public sector; and on reports to their public sector clients. If they use the CCP logo they must use BCS' logo alongside the CCP logo.
- 5.3 The Authority's CCP logo should be alongside BCS' logo and they should be the same height.

6 OTHER REQUIREMENTS

- 6.1 Do not use parts of the CPP logo by itself. It must be used in full.
- 6.2 Do not place a dark/block logo on a dark background.
- 6.3 Do not place the logo over a textured background and do ensure it is legible.
- 6.4 Do not stretch or distort the logo.
- 6.5 Do not change the colours of the logo.
- 6.6 Use only the colours allowed for the logo.

Schedule 2

Security

1 SECURITY REQUIREMENTS

1.1 Definitions

“Clearance” means the Security clearance ascribed to an individual by the Authority, or by any agent authorised for that purpose by the Authority, being Basic Check (BC), Counter Terrorist Check (CTC), Security Check (SC), and Developed Vetting (DV) with, where specified, any requisite STRAP designation, and “Cleared “ shall be construed accordingly;

“Cleared Individual” means a person currently holding any Clearance;

“Confidentiality Agreements” means any agreements, in a form approved by the Authority, which BCS may oblige each of its staff to enter into;

“Protectively Marked Material” means any material, in whatever form, which is marked as “Protect”, “Restricted”, “Confidential”, “Secret” or “Top Secret”, or which should properly be so marked and “Protectively Marked” shall be construed accordingly;

“Remedial Action” means any action, as specified by the Authority, taken to avoid, end, reduce, mitigate the affects of, or prevent the re-occurrence of, any Security Incident;

“Security” means all aspects of physical, technical, procedural, documentary, personnel, and information technology and office security;

“Security Incident” means an incident involving any breach of the Security requirements set out this Agreement, including any breach of any Confidentiality Agreement;

“Security Policy” means the Authority’s security policy, based on the Security Reference Documents, as set out in this Schedule 2 (Security);

“Security Reference Documents” mean the documents, which together comprise the Authority’s current Security Policy, guidance and operating procedures, including the current versions, for the time being, of:

- (a) The HMG Security Policy Framework, which is accessible at <http://www.cabinetoffice.gov.uk>;
- (b) HMG IA Standards, which are accessible to most public sector organisations at <http://cesgiap.gsi.gov.uk/ia-policy-portfolio/hmg-ia-standards.shtml>

“Working Days” means Monday to Friday other than public holidays in England.

1.2 General

1.2.1 The Authority requires high Security standards, as set out in the Security Reference Documents, of its own staff and of BCS and its staff. Any Security Incident, of whatever nature and regardless of any consequences, shall be treated as a default event under the CCP Agreement and may, without prejudice to any other available rights or remedies, lead to termination of the CCP Agreement.

1.2.2 The Authority shall at all times be responsible for the Security Policy, and may at its sole discretion amend any part or aspect of the Security Policy.

1.2.3 The Authority shall give written notice (wherever reasonably practicable in advance) to BCS of any such amendment.

1.2.4 BCS shall not be liable for any breach of any of its obligations under this Agreement resulting or arising from, or caused by, any amendment of the Security Policy of which it has not had notice.

- 1.2.5 Any requisite Change arising from or in connection with any such amendment shall be effected in accordance with the Change Control Procedure (both terms as defined in the CCP Agreement).

1.3 Security Incidents

- 1.3.1 BCS shall ensure that the Authority's nominated representative is immediately given notice, by appropriate means, of any Security Incident, and shall otherwise comply with the current Security Incident reporting procedure.
- 1.3.2 BCS shall take any reasonably practicable steps as may in the circumstances avoid, end or mitigate any adverse affects of the Security Incident.
- 1.3.3 BCS shall as soon as reasonably practicable, and no longer than 2 Working Days after any such notice, provide the Authority with a written report on the Security Incident.
- 1.3.4 BCS shall comply with any directions given by the Authority in respect of any Security Incident, and shall fully co-operate in any requisite remedial action.
- 1.3.5 Any Change arising from or in connection with any remedial action shall be effected under the Change Control Procedure.

1.4 Protectively Marked Material

- 1.4.1 The Authority shall disclose and / or provide copies of such of the Security Reference Documents (in whole or part) and other Protectively Marked Material to BCS, as the Authority shall at its sole discretion consider appropriate for the purposes of this Agreement.
- 1.4.2 BCS shall hold any such disclosed or copy material as referred to in paragraph 1.4.1 (Protectively Marked Material) in such conditions (as to physical security and access) as may be appropriate to that particular material, or as otherwise specified in writing by the Authority.
- 1.4.3 BCS shall in writing request written approval of the Authority of any location where BCS intends to hold any Protectively Marked Material, and shall facilitate any inspection of such location at such time as the Authority may reasonably require.
- 1.4.4 BCS shall at all times hold any Protectively Marked Material at an location approved in writing by the Authority.
- 1.4.5 BCS shall only use any such material for the proper purposes of the CCP Agreement, and for no other purpose whatsoever, and shall not make any copy, précis or record, of whatever nature, of any such material without the Authority's written approval.
- 1.4.6 BCS shall for all purposes treat any such copy, précis or record as if it was the original version of the Protectively Marked Material.
- 1.4.7 BCS shall immediately comply with any instruction from the Authority in respect of any such material, including any requirement for all or any of it to be returned to the Authority or destroyed in accordance with HMG IA Standard No 5 on expiry or termination of the CCP Agreement (as the case may be) or at such other time as the Authority may specify and shall provide a certificate to the Authority confirming destruction of such material, as the Authority may require..

Schedule 3

CCP Code of Conduct

The Secretary of State for Foreign and Commonwealth Affairs (acting through the Government Communications Headquarters, GCHQ – by its information assurance arm, CESH – the UK Government's National Technical Authority for Information Assurance) (**CESG**) expects all information assurance (IA) professionals undertaking work on the basis of CPP to comply with this IA Professional Code of Conduct to uphold the reputation and good standing of CPP. CPP includes the role definitions documented in *CESG Certification for IA Professionals*, the certification bodies, their assessment processes and the contract between them and CESH.

The table below sets out the relevant attributes, together with a description of the behaviour expected from all CPP IA professionals and the behaviour that would be inappropriate for any CPP IA professional.

Attribute	Expected Behaviour	Inappropriate Behaviour
Impartiality	<ul style="list-style-type: none"> Act in the best interests of the client organisation at all times 	<ul style="list-style-type: none"> Proposing or undertaking unnecessary or excessive work Suppressing findings that the client representative does not wish to hear Recommending inappropriate products or services
Objectivity	<ul style="list-style-type: none"> Base advice on material knowledge, facts, professional experience and evidence 	<ul style="list-style-type: none"> Being influenced by personal relationships or short term objectives Ignoring material facts
Confidentiality & Integrity	<ul style="list-style-type: none"> Protect information received in the course of work for a client organisation 	<ul style="list-style-type: none"> Disclosing vulnerabilities in client information systems to third parties Sharing client information with third parties without permission
Compliance	<ul style="list-style-type: none"> Provide advice and ensure that conduct is consistent with applicable laws, regulations and the HMG Security Policy Framework 	<ul style="list-style-type: none"> Recommending actions that knowingly contravene applicable laws, regulations or policies Recommending actions which conflict with CESH guidance without drawing the client's attention to the conflict Undertaking security testing without client permission
Competence	<ul style="list-style-type: none"> Meet Certification Body requirements for Continuing Professional Development 	<ul style="list-style-type: none"> Undertaking work which you know you are not competent to undertake Presenting yourself as having a higher level of competence than is

		actually the case
Proportionate	<ul style="list-style-type: none"> • Ensure advice is proportionate with business objectives and the level of information risk 	<ul style="list-style-type: none"> • Recommending work that is disproportionately large to business requirements • Recommending solutions that are grossly inadequate to meet the intended business requirements
Reputation	<ul style="list-style-type: none"> • Preserve the reputation of the IA certification framework • Use of IA Certification brand for permitted purposes only 	<ul style="list-style-type: none"> • Conduct that may bring the IA certification framework into disrepute • Using the IA certification brand outside its intended scope

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