

The Alliance for Data Science Professionals:

Memorandum of Understanding

July 2021

This Memorandum of Understanding is dated

(the “**Effective Date**”)

PARTIES

BCS, The Chartered Institute for IT, a body incorporated by Royal Charter in England and Wales (registered number RC000724) and a registered charity (number 292786) whose registered address is at 3 Newbridge Square, Swindon SN1 1BY; and

The Alan Turing Institute, a company limited by guarantee (registered number 09512457) and is a registered charity (number 1162533) whose registered address is British Library, 96 Euston Road, London NW1 2DB

The National Physical Laboratory, a private limited company (registered number 02992144) whose registered address is Hampton Road, Teddington, Middlesex TW11 0LW

The Operational Research Society, a company limited by guarantee (registered number 663819) and is a registered charity (number 313713) whose registered address is Seymour House, 12 Edward Street, Birmingham B1 2 RX

The Royal Statistical Society, a body incorporated by Royal Charter in England and Wales (registered number RC000529) and a registered charity (number 306069) whose registered address is at 12 Errol Street, London EC1Y 8LX

The Institute for Mathematics and its Applications, a body incorporated by Royal Charter in England and Wales (registered number RC000714) and a registered charity (number 1017777) whose registered address is at Catherine Richards House, 16 Nelson Street, Southend-on-Sea SS1 1EF

(Each a “**Party**” and together the “**Alliance**” or “**Parties**”)

1. Who we are: An introduction

This Memorandum of Understanding (MOU) outlines the objectives and commitments each of the societies, organisations and individuals agree to abide by as we work together to achieve our collective goal. Here you will find details concerning our objectives, what the commitments are, the process of joining and leaving the Alliance and reference to the standards and certification process. For more information about the Alliance please contact either Ricky McGowan of the RSS (r.mcgowan@rss.org.uk) or Russ Friend of the BCS (russell.friend@bcs.uk)

The Alliance for Data Science Professionals is a Registration Authority made up of members from a number of learned societies and Government organisations dedicated to achieving our objective of shaping the profession of data science. Working together since the beginning of 2020, the founding members of the Alliance are:

The Alan Turing Institute

The British Computer Society (The BCS)

The National Physical Laboratory (NPL)

The Operational Research Society (The OR Society)

The Royal Statistical Society (RSS)

The Institute of Mathematics and its Applications (IMA)

The Alliance of Data Science Professionals will be overseen by a board with a Chair. The Chair of the Alliance will generally serve a rolling 12-month term. The position of Chair will initially be held by the RSS in its inaugural year of certification, ending December 2022. Representatives listed within the MOU will make up the Alliance of Data Science Professionals board, there is no limit placed on the duration for which a representative may serve on the board.

2. Purpose and Scope

The purpose of this MOU is to set out the understanding between the members of the Alliance without any intention to create legal relations, rather in the spirit of mutual cooperation. Any collaborative ventures that may bind the Alliance are subject to separate contractual arrangements. The purpose of this MOU is to explore opportunities for collaboration to their mutual benefit, to set out the respective roles and responsibilities of the Alliance in working cooperatively to further each other's and their mutual interests.

The Alliance agree that during the Term they shall abide by and comply with the purpose of this MOU.

3. Our Objective

The Alliance recognises that some people work with data which impacts life and livelihoods. They do so to support better decision making across economies and societies. Amongst them today are people called data scientists, data engineers, data analysts and data stewards. They work in an area known as data science.

Our objective is to assure the public's trust in these people's work in this area.

We will do so by defining standards of professional competence and professional behaviour and we will qualify people against these. We will hold them accountable for their professional status in this area.

4. The Alliance Commits to:

Define the standards of professional competence and behaviour expected of people who work with data which impacts life and livelihoods. People such as data scientists, data engineers, data analysts and data stewards.

- agree an open-source process to support the ongoing maintenance and updating of the standards.
- implement these standards in a manner that ensures access to and opportunity for Data Science Professionals to demonstrate their competence against these standards, with appropriate recognition.
- implement processes to hold certified professionals accountable for their professional status in this area.
- implement these standards as criteria for Alliance members to accredit data science degrees, and data science modules of associated degrees, as contributing to certification.
- implement a single searchable public register of certified data science professionals

5. Members of the Alliance

All those that agree to become a member of the Alliance commit to the following:

- Providing at least one individual to act as a working representative within the Alliance board;
- Promoting the Alliance and the work it is doing;
- Acting in the interest of those we represent within the profession;
- Using the knowledge and resources, including that of our members, to best serve the profession and those we represent;
- Helping maintain the standards as set out by the Alliance;
- For relevant member bodies that wish to:
 - Assessing individuals and universities/course providers against the standards set out by the Alliance in accordance to the assessment criteria referenced within the certification process.

Current members of the Alliance are:

The Alan Turing Institute

The British Computer Society (The BCS)

The National Physical Laboratory (NPL)

The Operational Research Society (The OR Society)

The Royal Statistical Society (RSS)

The Institute of Mathematics and its Applications (IMA)

6. Individual members of the board of the Alliance

All individuals serving on the Alliance board commit to supporting the Alliance in achieving its objectives by:

- Attending regular meetings of the Alliance
- Assisting with the creation, implementation and ongoing running of services that support the Alliance.
- Assisting with the promotion of the Alliance, their objectives and certification amongst key stakeholders
- Having direct input, and sometimes direct responsibility for Alliance tasks
- Keeping their own employer/employees/membership body up to date so that it can represent their views

7. Joining and leaving the Alliance

Joining: There are two routes to joining the Alliance:

- By invitation of the Alliance
- By invitation of the Alliance based upon a request

As per the profession of data science, the Alliance recognises that this process will be ever-evolving and to best serve the profession we may need to bring in more members to the Alliance to help ensure the work remains relevant and valid to our target audience. Additionally, other institutes may request to join the Alliance and feel they can value to ongoing work of developing data science as a profession.

In both circumstances, the Alliance will discuss at length any possible additions and a vote will be cast. All individual members of the Alliance will be encouraged to vote and only a unanimous vote will result in an invitation being agreed. All prospective members will be required to sign up to the most up to date MOU and be listed as a member within this document.

Leaving: There are two main instances as to how/why a member of the Alliance may leave:

- One of the members decides to leave
- One of the members is requested to leave by the Alliance

Should a member of the Alliance decide to leave the Alliance, it is requested that the Alliance receive at least 6 months' notice of the intention to withdraw from the Alliance.

Whilst a reason will be recorded, there is no requirement for it to be of any particular reason.

Should an individual representative of a member of the Alliance announce that they are standing down as a representative on the board, it is requested that the Alliance receive at least 4 weeks' notice. However, it is understood that with regards to individual

representation there may be exceptional circumstances to this rule. The member of the Alliance is required to replace any individual that leaves within a suitable time period.

In the unlikely event a member of the Alliance is requested to leave by the Alliance, it will be done so at a meeting and only if all other members agree with the decision. Reasons as to why a member may be asked to leave can include, but not limited to, failure to represent the values or objectives of the Alliance, failure to represent their members and behavior that is not tolerated. The timelines mentioned above will be enforced in this instance also.

8. Term and Termination

This MOU shall commence on the Effective Date and shall remain in effect for three years unless terminated or modified earlier by the Parties by mutual consent (the “**Term**”).

The Parties shall review the MOU at least annually during the Term to ensure it reflects the Parties’ ongoing arrangements.

Termination of this MOU, however it arises, shall not affect or prejudice the accrued rights of the Parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

9. Intellectual Property Rights

All intellectual property content that is developed jointly by the Alliance after the Effective Date will be jointly owned by the Alliance and subject to any other terms and conditions that will be worked out on a case-to-case basis, as may be agreed upon in writing.

Any intellectual property that is owned by any Party, pre-dating this MOU, and is exploited or modified under this MOU, will remain the sole property of that Party. It will therefore not be reproduced or transmitted in any other form or by any other means, electronic or mechanical, including photocopying, recording on any storage or retrieval system, without the prior permission and written consent of the intellectual property owner.

Use of logos, trademarks, intellectual property, copyright materials, etc. will be in accordance with each organisation’s guidelines that may be supplied from time to time. No Party shall use, nor permit any person or entity to use the name, logo (or any variation thereof), intellectual property, copyright materials, etc. of the other Parties without first obtaining the other Parties’ written consent.

10. Confidentiality

Each Party undertakes that it shall not at any time during this MOU, and for a period of five years after termination of this MOU, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Parties or of any

member of the group of companies to which the other Parties belongs, except as permitted in the following paragraph.

Each Party may disclose the other Parties' 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 9; and
- as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

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 MOU.

Neither the execution of this MOU nor the provision of any Information hereunder shall be construed as granting either expressly, by implication, otherwise any right or licence to use such Information except for the purposes of the Parties' co-operation under this MOU.

The receiving Party shall: i) at the request of the disclosing Party; or ii) upon termination or expiry of its notice to terminate this MOU, return to the disclosing Party all confidential information.

The obligations of confidentiality contained within this clause 9 shall bind each Party for five (5) years after termination (howsoever caused).

11. Liability

Except for any breach of those clauses which are legally binding, no Party will make any claim against or be liable to another Party for any loss or damages including, but not limited to, any consequential damages or lost profits, arising from any discussions, actions taken in reliance on this MOU or for termination of the MOU. This clause shall survive termination (howsoever caused).

Nothing in this MOU shall limit or exclude the Parties' liability for any liability which cannot be limited or excluded by applicable law.

12. Assignment

Unless this MOU expressly states otherwise, no right or obligation arising under this MOU may be assigned, transferred or otherwise disposed of, in whole or in part, without the prior written agreement of the Parties.

13. Costs

Each Party will bear its own costs incurred in connection with: i) the negotiation and execution of this MOU; and ii) the performance of its roles and responsibilities under this MOU.

14. Form of Understanding

Other than clauses 8 (Intellectual Property Rights), 9 (Confidentiality), 10 (Liability), 12 (Costs), 16 (Joint Venture) and 18 (Governing Law and Jurisdiction), the provisions in this MOU are non-binding and are intended to provide the general principles for mutual cooperation between the Parties.

15. Good Faith

In entering into this MOU, the Parties recognise that it is impractical to make provisions for every contingency that may arise during the course of the MOU.

Accordingly, the Parties declare it to be their intention that this MOU shall operate between them in accordance with the principles of good faith, with fairness and without detriment to the interests of anyone and if any dispute arises, the Parties shall use commercially reasonable endeavours to agree upon such action as may be necessary and equitable to remove or resolve the cause or causes of the same.

16. Amendment

No variation of this MOU shall be effective unless it is in writing and signed by the Parties' authorised representatives.

17. Joint Venture

Nothing in this MOU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

18. No Third Party Rights

No person who is not a Party to this MOU shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this MOU.

19. Governing Law and Jurisdiction

The construction, validity and performance of this MOU shall be exclusively governed by the laws of England and Wales and the Parties submit to exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with this MOU or its subject matter or formation (including non-contractual disputes or claims).

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