



## PROFESSIONAL CERTIFICATIONS

These Service Specific Terms will apply between L&D and the Client for Professional Certifications. For the purpose of these Service Specific Terms and the applicable Order Form, the following definitions will apply:

### 1 DEFINITIONS

**“Accreditor”** means the Accrediting body (bodies) that accredits the certification(s).

**“Approval and Accreditation Manual”** means the guidelines which outline the rules and regulations to achieve and maintain accreditation as a training provider for L&D certification.

**“Accreditation Process”** means the process carried out by L&D to determine whether the Client meets all requirements, obligations and standards set out in the Approval and Accreditation Manual.

**“Accreditation Audit”** means the initial audit activity carried out in conjunction with the Accreditation Process to determine whether the Client meets all requirements, obligations and standards set out in the Approval and Accreditation Manual.

**“Accreditation Fees”** means the Fees outlined in the Price List.

**“Accredited Course”** means a course that has been developed or licensed by an Accredited Training Provider that meets the standards (as outlined in the Accreditation Guidelines) to be accredited by L&D.

**“Accredited Training Provider”** means an organisation awarded Accredited Training Provider status by L&D which approval and licence have not expired or been revoked.

**“Accredited Training Provider Annual Audit”** means the audit activity carried out by L&D to assess whether the Client meets all requirements and obligations for renewal.

**“Accredited Training Provider Renewal Fee”** means the fee payable by the Accredited Training Provider in respect of the renewal of the Accredited Training Provider status by L&D as outlined in the Price List.

**“Accredited Training Provider Renewal Process”** means the audit activity carried out by L&D to renew the Accredited Training Provider status.

**“Accredited Training Provider Certificate”** means the certificate issued by L&D to the Accredited Training Provider which certifies that the Accredited Training Provider is licensed by L&D to exercise any of the rights granted under this Agreement.

**“BCS Accredited Course”** means an Accredited Course which has been accredited by L&D, the Professional Certifications.

**“Courseware”** means the course materials and documentations made available by L&D to the Client pursuant to Clause 4 of these Service Specific Terms in relation to a certain topic and which may include basic training materials, full comprehensive slides, syllabus mapping, session plan, case study exercises and tutor notes.

**“Prices”** means the exam prices as set out in the Price List or in the applicable Order Form, as amended from time to time.

**“Professional Certifications”** the courses being delivered in accordance with these Service Specific Terms.

**“Renewal Term”** means any further term agreed by the parties after the Term.

**“Specified Address”** means the address or addresses approved in writing by L&D where the activities licensed in Clause 3 of these Service Specific Terms will be conducted.

**“Territory”** means the territory as described in the Order Form.

## **2 APPROVAL**

- 2.1 L&D will promptly after the Effective Date of the applicable Order Form (and subsequently on an annual basis) undertake the Accreditation Process in order to assess whether the Client meets the requirements and obligations to be an Accredited Training Provider.
- 2.2 The Client will pay the Accreditation Fees and the Accredited Training Provider Renewal Fee (if applicable). The Client Fee will be payable and non-refundable, regardless of whether the Client becomes an Accredited Training Provider.
- 2.3 If the Client has demonstrated compliance with the requirements and obligations set out in the Approval and Accreditation Manual, L&D will grant the Client the status of an Accredited Training Provider and will issue an Accredited Training Provider Certificate.
- 2.4 The Client will only be approved to deliver Professional Certifications outlined in the Order Form or any subsequent written agreement between the parties provided that any additional terms contained in a signed Order Form will always take precedence.

## **3 OBLIGATIONS OF THE CLIENT**

3.1 The Client will:

- (a) adhere to the rules and regulations as stated in the relevant Approval and Accreditation Manual;
- (b) provide L&D with such co-operation and assistance as they may reasonably request to enable them to carry out an Accreditation Audit, Accredited Training Provider Annual Audit or Investigation Audit;
- (c) deliver BCS Accredited Course(s), in the format that they were accredited by L&D;
- (d) comply fully with any regulation or syllabus change introduced by L&D by the dates specified by L&D. L&D may withdraw, change or update or amend the syllabus and examinations at any time;
- (e) ensure that all changes or additions to the Accredited Course(s) format(s) are submitted to L&D immediately for approval using the change log;
- (f) use only the teaching employees accredited by L&D for the course(s) delivered;
- (g) allow teaching employees sufficient time and resources to plan and prepare courses;
- (h) keep teaching employees up-to-date in terms of their knowledge and skills;
- (i) make teaching employees aware of any regulation or syllabus changes introduced by L&D;
- (j) ensure that CVs and completed course tutor forms of all new teaching employees intending to teach on BCS Accredited Courses are submitted to L&D for approval prior to delivering the Accredited Course(s);
- (k) maintain, update and replace equipment as necessary;
- (l) match numbers of students to the teaching and other resources available;
- (m) specify in advertising and promotional material the prior knowledge that students require;

- (n) comply with L&D's directions regarding affiliate/third party forms, if L&D grants the Client the right to deliver via affiliates; and
  - (o) If applicable, meet a minimum total number of exams per year as set out at in an Order Form. Minimum exam volumes will be agreed by the parties ahead of any proposed extension. If this minimum number is not met, L&D will invoice for the shortfall on the last day of each year within the Term at a cost per exam.
- 3.2 The Client will only be accredited to deliver the Accredited Courses outlined in the Order Form or as agreed between the parties in writing from time to time provided that any Special Terms contained in a signed Order Form will always take precedence.

#### **4 COURSEWARE LICENCE**

- 4.1 L&D has the full right and title or has obtained the relevant consent or licences to enable it to grant a licence of the Courseware to the Client under this Clause 4.
- 4.2 The Client acknowledges that all the Intellectual Property Rights in the Courseware belong to L&D and that the Client will have no rights in or to the Courseware other than the right to use it in accordance with the terms of this Clause 4.
- 4.3 L&D will grant to the Client, upon written request from the Client, a limited licence to use the Courseware either as is or with any adaptation or modifications as the Client may consider necessary to enable the Client to deliver the course to its learners.
- 4.4 L&D will not accept any liability in respect of claims brought against the Client alleging that the Courseware infringes the Intellectual Property Rights of a third party when the Courseware as supplied by L&D without any modifications or adaptations made by the Client would not have infringed the Intellectual Property Rights of such third parties or where the use of the Courseware was in breach of the conditions set out in this Clause 4.
- 4.5 The Client will use the Courseware strictly in accordance with the Operational Conditions for Courseware Use Guidelines and will not be permitted to re-sell nor make any commercial use of the Courseware, other than the delivery of the course to its learners.

#### **5 CHARGES**

- 5.1 The Client will pay to L&D the Accredited Training Provider Renewal Fee and any other fees to facilitate the Accredited Training Provider Approval Renewal Process.
- 5.2 L&D will invoice the Client when a learner registers to sit an Accredited Course and in accordance with the payment terms in the Agreement.

#### **6 TERMINATION**

- 6.1 L&D may terminate an Order Form for Professional Certifications by giving written notice to the Client if:
- 6.1.1 the Client fails to maintain the standards required to remain an Accredited Training Provider;
  - 6.1.2 material changes to the Client are not notified to L&D;
  - 6.1.3 audit visits and/or checks requested by L&D are not reasonably facilitated or conditions arising from audit visits are not met within the specified time period;
  - 6.1.4 material requirements as set out in the Approval and Accreditation Manual are repeatedly breached in such a manner as to reasonably justify the opinion that the Client's conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
  - 6.1.5 Misleading claims about the accreditation status of any course are made;
  - 6.1.6 Clear evidence is received that accredited materials are in breach of copyright;
  - 6.1.7 Accommodation requirements for examinations are not met;
  - 6.1.8 No candidates are entered for examination for any rolling 3 month period;
  - 6.1.9 Candidates from three consecutive courses have pass rates 10% below the average pass rate for the qualification; and
  - 6.1.10 applicable the minimum exam numbers stated in the Order Form are not met.