



BCS GROUP MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT GOVERNS A CLIENT'S USE OF SERVICES PROVIDED BY THE BCS GROUP.

THE AGREEMENT IS EFFECTIVE BETWEEN THE CLIENT, BCS, AND L&D AS ON THE EFFECTIVE DATE.

BCS IS A CHARITY INCORPORATED BY ROYAL CHARTER IN ENGLAND AND WALES. L&D IS BCS' WHOLLY OWNED COMMERCIAL SUBSIDIARY, ESTABLISHED TO ENABLE THE BCS GROUP TO UNDERTAKE COMMERCIAL ACTIVITIES IN COMPLIANCE WITH CHARITY LAW.

1 DEFINITIONS

"Additional Documentation" means the Service specific policies which the BCS Group may require the Client to comply with from time to time, located here: <https://www.bcs.org/contact-us/policies/bcs-master-service-agreement-msa/>.

"Agreement" means this master service agreement.

"BCS" means **The British Computer Society using the business name BCS, 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) and Scotland (number SC051487) whose principal address is at 3 Newbridge Square, Swindon.

"BCS Brand Guidelines" means the guidelines in force from time to time and developed and produced by BCS to ensure the consistent application of BCS' brand, located here: <https://company-237708.frontify.com/d/B4q7vesfntgH/using-our-brand#/partner-guidelines/partner-logo>.

"BCS Group" means either BCS or L&D, as applicable.

"BCS Trade Mark" means the Trade Marks owned by BCS, with relevant Trade Marks specified in the BCS Brand Guidelines from time to time.

"Business Day" means 9.15am – 5.15pm UK time, Monday to Friday (excluding public holidays).

"Client" means the company or other legal entity which has signed an Order Form or, having been provided with an Order Form, has commenced using the Services.

"Confidential Information" means all information that is confidential in nature concerning or disclosed by or on behalf of a party (in whatever medium including in written, oral, visual or electronic form and whether before or after the date of this Agreement) including all business, financial, commercial, technical, operational, organisational, legal, management and marketing information and the Intellectual Property Rights of BCS, L&D and the Client (whether registered or unregistered).

"Data Sharing Schedule" means the data sharing schedule located: <https://www.bcs.org/media/ztzdua0v/data-sharing-schedule.pdf>.

"Effective Date" means the date on which the Client signs an Order Form which references this Agreement.

"Fees" the fees for Services as specified in an Order Form or the applicable Price List.

"Force Majeure Event" means any act, event, omission or cause or circumstance beyond the reasonable control of a party, including, without limitation, act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, an act of any government or authority (including refusal or revocation of any licence or consent), collapse of buildings, fire, explosion or accident and interruption or failure of utility service, disease outbreak or pandemic.

"Intellectual Property Rights" means 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.

“**L&D**” means **BCS Learning & Development Ltd**, a company incorporated in England and Wales (number 1005485) whose registered address is at 3 Newbridge Square, Swindon SN1 1BY, a wholly owned subsidiary of BCS.

“**Licensed Materials**” means any materials and Intellectual Property Rights provided or made available to the Client under or in connection with the Agreement.

“**Order Form**” means an ordering document specifying the Services to be provided to the Client by the BCS Group.

“**Price List**” means the standard price list for a Service updated by the BCS Group time to time.

“**Service(s)**” means the service(s) provided under this Agreement as set out in the Order Form and in accordance with the Service Specific Terms.

“**Service Specific Terms**” means the standard terms specific to a Service.

“**Special Terms**” means any amendments, additions or variations to the Agreement agreed between the parties as expressly set out in the applicable Order Form.

“**Term**” has the meaning given to it in Clause 4.

“**Trade Marks**” means the trade marks, logo, devices and get-ups whether registered or not of each party.

2 **ORDER OF PRECEDENCE**

In the event of any conflict or inconsistency between the following documents, the order of precedence shall be:

- (a) the Order Form;
- (b) the Data Sharing Schedule;
- (c) Service Specific Terms; and
- (d) this Agreement;

3 **ORDER FORM REQUIREMENTS**

3.1 Subject to the provisions of this Clause 2, the parties may sign an Order Form or multiple Order Forms for one or more Services. The Order Form may contain Special Terms.

3.2 If the Client wishes to procure additional items related to applicable Services under an Order Form currently in effect, such updates must be agreed in writing (which also includes email). For Services not covered by existing Order Forms, the Parties will execute a separate Order Form for each separate Service.

3.3 Each Service detailed in the Order Form(s) may have Service Specific Terms. Each party will comply with the Service Specific Terms and the Additional Documentation corresponding with the applicable Service. The Service Specific Terms are located here:

- (a) [Organisational Membership Scheme](#);
- (b) [RoleModelplus and Consultancy](#);
- (c) [CPD Modules](#);
- (d) [Apprenticeships](#);
- (e) [Professional Certifications](#); and
- (f) [Education Qualifications](#).

4 **DURATION OF THE AGREEMENT**

This Agreement is effective from the Effective Date , and will continue until the expiry of all Order Forms entered into by the Client in accordance with these Terms (the “**Term**”), unless terminated early in accordance with Clause 9 (“**Termination**”).

5 **FEES**

- 5.1 The Client will pay the BCS Group the Fees in respect of the applicable Services under an Order Form. The Fees will be invoiced by the BCS Group entity identified in the Order Form.
- 5.2 The BCS Group shall be entitled to invoice on: (a) execution of an Order Form; (b) where applicable, when specified in a Schedule; and (c) where applicable, upon the occurrence of any specific chargeable service set out in such Order Form.
- 5.3 BCS Group invoices will be payable by the Client within 30 days from the date of the invoice.
- 5.4 All amounts payable by the Client to the BCS Group under this Agreement will be:
- (a) Made to the bank account stated on the applicable invoice(s);
 - (b) Paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law); and
 - (c) Non-refundable.
- 5.5 Should the payment of any fees which are due remain outstanding for a period of 60 days or more, the BCS Group reserves the right to suspend the Services until such time that all outstanding payments have been made in full. In addition to the above, the BCS Group reserves all its rights, including the right to apply a 4% interest charge above the Bank of England base rate to any outstanding balances, commence proceedings (without further reference to the Client should that prove necessary) to obtain a court judgment requiring the Client to pay the unpaid fees plus interest and costs.
- 5.6 All prices quoted by the BCS Group are exclusive of VAT. Where applicable, VAT at the appropriate rate will be paid by the Client at the same time as Fees.
- 5.7 Service specific Fees and Price Lists are subject to annual review and any change to them will be communicated to the Client by giving not less than three months written notice prior to any such change.

6 **LIMITATION OF LIABILITY**

- 6.1 Nothing in this Agreement will limit or exclude a party’s liability for:
- (a) death or personal injury resulting from its negligence;
 - (b) fraud or for fraudulent misrepresentation; or
 - (c) any other liability which cannot be limited or excluded by law.
- 6.2 Subject to Clauses 6.1, 6.4, and any indemnities provided under this Agreement, no party will be liable to another, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for loss of profits; loss of business; loss of agreements; loss of anticipated savings; loss of or damage to goodwill or any indirect or consequential loss.
- 6.3 Subject to Clauses 6.1, 6.3 and 6.4, each party’s total liability to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement will be limited to the fees paid under this Agreement in the 12 month period immediately preceding the month in which the claim arises, save for any indemnities provided by the Client for which the Client’s maximum liability will not exceed £1,000,000 (one million GBP).
- 6.4 For each Service, the parties’ liability under this Clause 6 will apply only between the Parties directly involved in the provision of that Service, as outlined in the applicable Order Form.
- 6.5 All conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

7 **CONFIDENTIALITY**

- 7.1 Where a Party (the “**Disclosing Party**”) discloses its Confidential Information to the other Party (the “**Receiving Party**”), the Receiving Party will only use the Confidential Information only for the proper performance of its duties under the Agreement and will not without the Disclosing Party’s written consent disclose or permit the disclosure of the Confidential Information, except in confidence for the proper performance of its duties under the Agreement to those of its employees, officers and professional advisers who need to have access to it.
- 7.2 Each party will take all reasonable precautions (and at least as great as those it takes to safeguard its own Confidential Information) to safeguard every part of the Confidential Information for a period of three years from the date of disclosure of the said Confidential Information.
- 7.3 The provisions of this Clause 7 will not apply to Confidential Information that:
- (a) the Receiving Party can prove was known to the receiving party or in its possession before that information was provided by the Disclosing Party;
 - (b) is in or enters the public domain through no wrongful action or inaction of the Receiving Party, provided that this Clause 7 will only apply from the date that the relevant Confidential Information enters the public domain;
 - (c) the Receiving Party received the Confidential Information from a third party without similar obligations of confidence in circumstances where the third party did not obtain that information as a result of a breach of an obligation of confidence; or
 - (d) is required to be disclosed by any applicable law or by order of any court of competent jurisdiction or any government body, agency, professional or regulatory body, to the extent of the required disclosure.
- 7.4 Within fifteen Business Days of receipt of a request to do so or upon termination of the Agreement and in line with Clause 3.1(a), the Receiving Party will promptly return or destroy (at the option of the Disclosing Party) and erase from its computer and communications systems (to the extent technically and legally possible) all Confidential Information of the Disclosing Party.

8 **INTELLECTUAL PROPERTY RIGHTS AND LICENSED MATERIALS**

- 8.1 The BCS Group retains all right, title, interest in and to their respective Intellectual Property Rights in the Services. Nothing in this Agreement assigns or transfers ownership of any BCS Group Intellectual Property Rights.
- 8.2 The BCS Group grants to the Client a non-exclusive, non-transferable, revocable licence to the Licensed Materials to the extent reasonably necessary for the Client to receive, and enjoy the benefit of, the applicable Services in accordance with the provisions of this Agreement.
- 8.3 The Client will:
- (a) not use the Licensed Materials for any other purpose other than as set out in this Agreement;
 - (b) not use the Licensed Materials in any way which would tend to allow it to become generic, lose its distinctiveness, or become liable to mislead the public;
 - (c) not adopt, use or register publicly any trade mark or device anywhere in the world that incorporates, is confusingly similar to or unfairly competes or is likely to deceive or cause confusion with the BCS Trade Mark, including without limitation, as part of any business or trading name or style of the Client or as part of the domain name/website address of the Client;
 - (d) not do or fail to do any act or thing whereby the validity, enforceability of BCS’s ownership of the Licensed Materials or the reputation or goodwill associated with the Licensed Materials, anywhere in the world, is likely to be prejudiced;
 - (e) promptly inform BCS of any suspected unauthorised use of the Licensed Materials (or any confusingly similar mark) or breach by the Client of its obligations in this Clause 8.
- 8.4 The Client will indemnify, keep indemnified and hold harmless the BCS Group from and against any and all liabilities, claims, fines, demands, damages, losses or expenses (including legal and other professional advisers’ fees and disbursements), interest and penalties incurred by the BCS Group as a result of or in connection with a breach by the Client of this Clause 8.

9 **TERMINATION**

- 9.1 The Agreement may be terminated by either party voluntarily by giving at least two months’ prior written notice to the other, such notice not to expire whilst an Order Form remains in effect.

- 9.2 The Agreement or any Order Form in effect may be terminated by either party with immediate effect upon written notice by either party in the event that the other party is:
- (a) in material breach of an obligation under this Agreement and, in the event of a breach capable of remedy, has failed to remedy such breach within 30 days of service of a notice on that party requesting its remedy; or
 - (b) (i) unable to pay its debts as they fall due; (ii) passes a resolution for winding up (other than for the purposes of a solvent amalgamation or reconstruction) or if a court of competent jurisdiction makes an order to that effect; (iii) enters into a composition or scheme of arrangement with its creditors or if a receiver, manager, administrator or administrative receiver is appointed over any of its assets; (iv) ceases or threatens to cease to do business; or (v) an analogous event occurs to the other party in any jurisdiction.
- 9.3 The Agreement and any Order Forms may be terminated by the BCS Group immediately, by giving written notice to the Client if:
- (a) the Client challenges or assists anybody to challenge the validity of any of the Licensed Materials;
 - (b) the Client fails to pay any undisputed fees due in accordance with this Agreement;
 - (c) there is a change of control of the Client (within the meaning of section 1124 of the Corporation Tax Act 2010) and such change of control, in the BCS Group's judgment, is likely to cause a conflict of business interest;
 - (d) The Client is in breach of Clause 7 (confidentiality); and
 - (e) Information provided to the BCS Group is found to be significantly incorrect.
- 9.4 On termination of the Agreement or an Order Form for whatever reason, with the exception of termination due to material breach of the Agreement by the BCS Group, the Client will not be entitled to any refunds.
- 9.5 Termination or expiry of this Agreement or an Order Form will 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.
- 9.6 If this Agreement is terminated or expires without being renewed the Client will immediately cease all activities which are the subject of this Agreement and will:
- (a) not later than 15 Business Days thereafter return to BCS all documents, materials, Confidential Information and products provided by or on behalf of BCS in furtherance of this Agreement together with all copies (in whatever media, including but not limited to hard and electronic copies);
 - (b) not later than 15 Business Days thereafter return, remove or obliterate the Licensed Materials from all and any media (including but not limited to internet sites) and materials in its possession, custody or control and cancel all registrations of this Agreement on relevant registers of Trade Marks;
 - (c) not later than 30 days thereafter pay all sums outstanding under this Agreement and/or for which a valid invoice has been raised;
 - (d) erase all of BCS's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable) and, if requested in writing by BCS, certify in writing that it has complied with the requirements of this Clause 9.6.
- 9.7 The Client will do nothing after the expiry or termination of this Agreement which might lead any person to believe that the Client is still licensed to exercise any of the rights granted under this Agreement.

10 DATA PROTECTION

The parties will comply with the provisions of the Data Sharing Schedule as applicable to the specific Service.

11 ANTI-BRIBERY

- 11.1 Each party acknowledges and agrees that the other parties will not be under any obligation to carry out any action or make any omission under this Agreement to the extent that such party reasonably believes it would be in breach of any and all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 ("**Anti-Corruption Legislation**").
- 11.2 Each Party acknowledges and agrees that
- (a) neither it nor any third party has breached any Anti-Corruption Legislation to enter into this Agreement;
 - (b) it will not engage in any activity, practice or conduct which (i) would constitute an offence under sections 1,2 or 6 of the Bribery Act 2010 (ii) could implicate the other party in an offence under the Bribery Act 2010 or (iii) is otherwise contrary to any Anti-Corruption Legislation;
 - (c) it has, and will maintain in place, adequate procedures designed to prevent any associated person from undertaking any conduct that would give rise to an offence under section 7 of the Bribery Act 2010;
 - (d) it, and each of its employees, directors, officers, subcontractors, agents and representatives that will do anything on its behalf in relation to the performance of its obligations under this Agreement, has not taken, and will not take, in the name of, for the account of or on behalf of the other party, any actions in furtherance of (and it has not omitted to and will not omit to take any action preventing): i) an offer, payment, gift, promise to pay or give, or authorisation of the payment or giving of any money or anything else of value to any public official or to any other person or entity; and/or ii) the request for agreement to or acceptance of any payment, gift, money or anything else of value, in each case, which constitutes a breach of any anti-bribery laws; and
 - (e) from time to time, at the reasonable request of the other party, it will confirm in writing that it has complied with this Clause 11 and will provide access to such people and/or information reasonably requested in support of such compliance.

12 **DISPUTE RESOLUTION**

- 12.1 If any dispute arises in connection with this Agreement, the parties will try to resolve this in good faith and, if necessary, will be referred to the parties' respective chief executives or equivalent who must meet within 10 Business Days of the reference to attempt to resolve the dispute. Neither party may initiate any legal action until attempt of such resolution, unless such party has reasonable cause to do so to avoid damage to its business or to protect or preserve any right of action it may have.
- 12.2 If the parties are for any reason unable to resolve a dispute within 30 days of it being referred to the chief executives or equivalents, the parties will attempt to settle it by mediation in accordance with the Client for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ("**ADR Notice**") to the other party to the dispute requesting a mediation. A copy of the request should be sent to the CEDR.
- 12.3 The mediation will start not later than 20 Business Days after the date of the ADR Notice. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.

13 **FORCE MAJEURE**

- 13.1 No party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement caused by a Force Majeure Event.
- 13.2 The party claiming the Force Majeure Event will promptly notify the other in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage.
- 13.3 If the period of delay or non-performance continues for four weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving 30 days' written notice to the affected party.

14 **ASSIGNMENT**

This Agreement is personal to the parties and the Client will not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of BCS.

15 **MISCELLANEOUS**

- 15.1 A person who is not a party to this Agreement will not be entitled to enforce any term of this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 15.2 In connection with this Agreement, each party is an independent contractor and as such will not have any authority to bind or commit the other. Nothing herein will be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.
- 15.3 No amendment of this Agreement will be effective unless it is in writing and signed by the parties.
- 15.4 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement or the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement. The parties will negotiate in good faith to modify any such provisions so that to the greatest extent possible they achieve the same effect as would have been achieved by the invalid or unenforceable provisions.
- 15.5 Each party will at its own expense take all reasonably necessary steps and cooperate fully with the other party to ensure that it obtains the full benefit of this Agreement and will execute such documents and take such other steps (or procure other necessary persons to take such steps) as are reasonably necessary or appropriate for vesting in the other party all its rights and interests in this Agreement and the full benefit of this Agreement.
- 15.6 This Agreement constitutes the entire agreement between the parties 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. In the event of any conflict between this Agreement and any purchase order or invoices, the Agreement will prevail.
- 15.7 Each party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it will have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.
- 15.8 All notices between the parties with respect to this Agreement will be in writing and signed by or on behalf of the party giving it. Any notice will be duly served (i) on delivery if delivered by hand, (ii) 48 hours after sending if sent by first class post or recorded delivery or (iii) on receipt if sent by email (provided that a copy is also sent by post), provided that in each case the notice is sent to the address of the addressee in this Agreement or such other address as the addressee may from time to time have notified for the purpose of this Clause 15.8. Any change of address will be communicated in writing within 30 days.
- 15.9 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.
- 15.10 Each party will comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.
- 15.11 The Client will make the BCS Group aware if it has any requirements related to climate change or the environment and the BCS Group will reasonably consider such requirements.
- 15.12 Unless the Client provides written notice to the BCS Group of its objection to it, the BCS Group may advertise, publicly announce or use the Client's name and branding in any format, for promotion, publicity, marketing and advertising purposes only, in accordance with any guidelines provided.
- 15.13 This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual claims or disputes) will be governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.