



ROLEMODELPLUS AND CONSULTANCY SERVICES

These Service Specific Terms will apply between L&D and the Client for RoleModelplus and/or associated Consultancy Services.

For the purpose of these Service Specific Terms and the applicable Order Form, the following definitions will apply:

1 DEFINITIONS

“**Consultant**” means the person, persons or organisation used by L&D to supply Consultancy Services.

“**Consultancy Services**” means the services provided by the Consultant as specified in an Order Form.

“**Consultancy Services Fee**” means the fee payable by the Client for Consultancy Services as specified in an Order Form.

“**RoleModelplus**” means the SFIAplus based software licensed to the Client under this Agreement.

“**Deliverables**” means any output (including any documents or materials) of the Consultancy Services provided by L&D to the Client.

“**Documentation**” means the documentation provided by L&D to the Client to assist in its use of RoleModelplus or documentation provided to support any Consultancy Services.

“**Licence Fee**” means the per user licence fee (multiplied by the number of users) payable by the Client for the use of RoleModelplus, as specified in an Order Form.

“**Professional Development Helpdesk**” means the helpdesk run by L&D to provide support for RoleModelplus.

“**SFIA**” means Skills Framework for the Information Age (see www.sfia.org.uk).

“**SFIAplus**” means the IT skills, development and training standard developed and owned by L&D.

2 GRANT OF SYSTEM ACCESS AND LICENCE(S) AND SUPPORT TO ROLEMODELPLUS

2.1 L&D:

- (a) grants to the Client a non-exclusive, non-transferable, revocable licence to access and use RoleModelplus through a remote server via a website solely for internal purposes in accordance with the terms of the Agreement in the United Kingdom; and
- (b) will make available to the Client during Normal Business Hours the Professional Development Help Desk.

2.2 The Professional Development Helpdesk consists of the following services:

- (a) the provision of post-sales information about the RoleModelplus to the Client, including configuration and upgrade advice and basic support on the RoleModelplus’ standard protocols and features;
- (b) collecting relevant technical problem identification information, performing base problem determination and resolution; and
- (c) diagnosing problems via screen share calls.

2.3 Any support issue that does not fall within the ambit of Clause 2.2 of these Service Specific Terms will be referred to L&D’s software support helpdesk.

2.4 L&D does not warrant that the use of RoleModel*plus* will be uninterrupted or error-free. RoleModel*plus* may be unavailable from time to time for routine and emergency maintenance, data loading, line faults, downtime occasioned by third parties, problems with the commercial internet or other causes beyond the reasonable control of L&D. Scheduled downtime will be notified to the client.

3 CONSULTANCY SERVICES

- 3.1 L&D will provide the Consultancy Services as listed in an Order Form with reasonable skill and care.
- 3.2 If any changes to the Consultancy Services are requested by the Client, the Client will complete a change request form and submit it to L&D for approval prior to the change being agreed. Substantial changes to the Consultancy Services may result in changes to the Consultancy Services Fee. Any additional Consultancy Services will, if not used up, expire on the last day of the term of the Order Form.
- 3.3 L&D will use reasonable endeavours to ensure that there is consistency in Consultant availability but reserves the right to substitute another Consultant.
- 3.4 Timescales for delivery of the Consultancy Services will be agreed with the Client during meetings. L&D will use reasonable endeavours to meet such timescales but any such dates will be estimates only and dependent on consultant availability and time for performance by L&D will not be of the essence of this Agreement.
- 3.5 The Client will use the number of consultancy days purchased within the timeframe specified in the Order Form. Any Consultancy Services not used during this timeframe will automatically expire and the Client will not be entitled to a refund.
- 3.6 Should the Client wish to cancel or reschedule any consultancy day, the below charges will apply in relation to the Consultancy Services Fee (in addition to any expenses incurred which will be recharged):

Confirmed day with agreed dates	20-11 working days before commencement	10-6 working days before commencement	5-0 working days before commencement
Cancellation fee	50%*	75%*	100%*
Re-scheduling fee	50%*	75%*	100%*

(* percentage expressed in relation to the Consultancy Services Fee)

4 CLIENT'S OBLIGATIONS TO L&D

- 4.1 The Client will use RoleModel*plus* only in accordance with this Agreement.
- 4.2 The Client will appoint a person as its representative to oversee its use of RoleModel*plus* in compliance with the Agreement and to liaise with L&D in all matters related to this Agreement.
- 4.3 The Client will inform L&D of any proposed increase in the number of licensed users for RoleModel*plus*. Such amendments to the licences will be confirmed by L&D via email and the Licence Fee will be prorated accordingly, and invoiced by L&D in accordance with the terms of this Agreement.
- 4.4 The Client will provide adequate facilities, information and access to L&D or the Consultant to enable any training and/or Consultancy Services to be performed.
- 4.5 The Client is responsible for supplying any equipment, materials or data that may be necessary to enable use of RoleModel*plus* or provision of the Consultancy Services.
- 4.6 The Client will be responsible for the Consultant's health and safety whilst they are engaged in providing the Consultancy Services at the Client's premises or any other location specified by the Client. The Client will communicate in writing to L&D any rules or obligations applicable to the Consultant at the Client's premises, or other location specified by the Client; including health and safety, security, IT, systems and data protection policies and L&D will ensure that the Consultant will comply with such rules and obligations.
- 4.7 The Client will permit L&D to inspect and have access to any records kept in connection with this Agreement, for the purposes of ensuring that the Client is complying with the terms of this Agreement.

5 LICENSING

- 5.1 The Licensed Materials contain confidential and proprietary information of L&D and its licensors and all Intellectual Property Rights in the Licensed Materials are the exclusive property of either L&D or its licensors.

- 5.2 In relation to the Deliverables, L&D:
- (a) will retain ownership of all Intellectual Property Rights in the Deliverables;
 - (b) grants the Client a non-exclusive licence during the Term to use such Intellectual Property Rights as an embedded part of the Deliverables for the purpose of using *RoleModelplus*.
- 5.3 The Client will not sub-license, assign or otherwise transfer the rights granted under these Service Specific Terms.
- 5.4 The Client may make as many copies of any Documentation as are reasonably necessary to enable it to use *RoleModelplus*.
- 5.5 The Client will:
- (a) keep confidential the Licensed Materials and the Deliverables and limit access to those of its employees who either have a need to know or who are engaged in the use of *RoleModelplus*; and
 - (b) take all such other steps as will from time to time be necessary to protect the Confidential Information and Intellectual Property Rights of L&D and/or its licensors in the Licensed Materials and the Deliverables.
- 5.6 The Client will inform all relevant employees that the Licensed Materials and the Deliverables constitute confidential information of L&D or its licensors and that all Intellectual Property Rights in them are the property of L&D or its licensors and the Client will take all such steps as will be necessary to ensure compliance by its employees with the provisions of this Clause 5.
- 5.7 The Client will not (and will not permit any third party) to copy, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, distribute, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to *RoleModelplus* in whole or in part.
- 5.8 The Client will use all reasonable endeavours to prevent any unauthorised access to, or use of, *RoleModelplus* and/or the Licensed Materials and, in the event of any such unauthorised access or use, promptly notify L&D.
- 5.9 The Client will indemnify, keep indemnified and hold harmless L&D 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 L&D as a result of or in connection with a breach by the Client of this Clause 5.