

UK COMMISSION STANDARD TERMS AND CONDITIONS OF THE INVESTORS IN PEOPLE LICENCE - VERSION 3 (OCTOBER 2011)

1 DEFINITIONS

1.1 The following terms shall, unless the context otherwise requires, have the following meanings:

"Approved Programmes"	Shall mean those training and development programmes which have been approved by the UK Commission for delivery to Delegates.
"Branding Guidelines"	Shall mean the guidelines provided by the UK Commission (as are more particularly referenced in the Network Agreement, as amended from time to time) that govern the use of the IIP Materials in any promotional, marketing, advertising and/or branding context.
"Change Control Note"	Shall mean the pro forma document to be used by the Parties to set out any agreed changes to the Services in accordance with the provisions of Condition 9, an example of which is attached to these Standard Terms as Appendix 1.
"Company"	Shall mean the party so defined in the Licence.
"Customer"	Shall mean any person, body, business or company (including a Multinational Organisation) who (a) is actually receiving the Services from the Company (or the equivalent services from another Investors in People Centre) and/or (b) falls within one of the following categories as described more fully in Appendix 3 (the "Categories"): Prospect, Committed, Continuing Assessment, Recognised, Retaining Recognition or Converged.
"Customer Charter"	Shall mean UK Commission's customer charter as amended and from time to time in force.
"Delegate"	Shall mean anyone who attends an Investors in People approved training programme.
"Effective Date"	Shall mean the effective date as set out in Clause 3 of the Licence.
"Environmental Information Regulations - EIR"	Shall mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
"FOIA"	Shall mean the Freedom of Information Act 2000.
"Force Majeure Event"	Shall mean the occurrence after the Effective Date of one or more of the following events and circumstances beyond the reasonable control of a party: (i) war, civil war, armed conflict, riot or terrorism; (ii) nuclear, chemical or biological contamination; (iii) acts of God, storm, flood, earthquake or lightning; (iv) failure of a utility or banking service or transport network; and/or (v) compliance with a legislation or Governmental order, rule, regulation, direction, action or inaction.
"Information"	Shall have the meaning given under section 84 of the Freedom of Information Act 2000.
"Investors in People"	Shall mean the Standard and any associated products or services which the UK Commission may from time to time develop, the concept of the Investors in People Centre.
"Investors in People Centre"	Shall mean an organisation, including the Company, appointed by the UK Commission to provide the Investors in People framework.
"Investors in People framework"	Shall mean the national framework for effective employer investment in employees, which is managed by the UK Commission to help UK employing organisations improve their business performance by linking the training and development of their employees to business requirements.
"Investors in People"	Shall mean whoever is appointed and notified by the UK Commission from time to time.

International Centre"	
"IIP Marks"	Shall mean all logos and other trade marks (either registered, unregistered and including applications for any such right) used in connection with Investors in People and all other written materials furnished to the Company by the UK Commission during the Term.
"IIP Materials"	Shall mean, collectively, the IPRs, Materials, National Database, IIP Marks, Policy and Practice Guides and Investors in People framework.
"IIP Specialist"	Shall mean an individual who has been deemed competent by an Investors In People Centre and whose name appears on the Register of Specialists held by the relevant Investors in People Centre and on the National Database.
"IIP Centre Board Member"	Shall mean any individual elected by the Company's shareholders to oversee the management of its Investors in People Centre.
"IPRs"	Shall mean all copyrights, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), database rights, semiconductor topography rights, proprietary information rights and all other similar proprietary rights as may exist anywhere in the world now or in the future and all applications for the same.
"Licence"	Shall mean the Licence entered into between the UK Commission and the Company and all documents which are to be made part of the Licence, or are incorporated by express reference.
"Licence Fee"	Shall mean the applicable fee to be paid by the Company to the UK Commission for the granting of the Licence, as set out in Clause 4 of the Licence.
"Licensed Year"	Shall mean each successive period of 12 calendar months from 1 April to 31 March, except that the final Licensed Year shall be deemed to be from the last 1 April within the Term up to the date of expiration or earlier termination of the Licence.
"Material(s)"	Shall mean any materials owned or developed by the UK Commission relating to the management, development or assessment of the Standard in any medium, including books, pamphlets and advertising, marketing and training materials.
"Multinational Organisation"	Shall mean an organisation that is based and operates in more than one country but which has more than 5% of its employees based in two or more countries.
"National Database"	Shall mean the listing of those individuals involved in Investors in People delivery held nationally by the UK Commission and including IIP Specialists
"Network Agreement"	Shall mean the network agreement to be entered into by all the Investors In People Centres, as amended and from time to time.
"Operational Standards"	Shall mean the outcomes to be achieved by the Company when providing the Services to Customers and which are set out in the Licence (Investors in People Centre Network Agreement).
"Parties"	Shall mean, collectively, the Company and the UK Commission.
"Partner"	Shall mean any organisation or body involved in the delivery of Investors in People.
"Policy and Practice Guides"	Shall mean the handbooks produced by the UK Commission which define services being delivered by the Investors in People Centre to Customers (as amended from time to time) and which provides guidance to IIP Specialists, and which are expressly incorporated into the terms of the Licence.
"Performance Review"	Shall mean the process undertaken by the UK Commission, in accordance with the provisions of Clause 7 of the Licence, for the UK Commission to ascertain at any time during the Term if the operation of the Investors in People Centre by the Company is in accordance with the provisions of the Licence.
"Representative"	Shall mean a designated relationship manager of the relevant Party.
"Request for Information"	Shall mean a request for Information or an apparent request under the FOIA or the Environmental Information Regulations.
"Services"	Shall mean the services to be provided and performed by the Company under

	the Licence.
"Standard"	Shall mean the Investors in People Standard.
"Statement of Quality Requirements"	Shall mean the UK Commission's statement of quality requirements setting out general and specific minimum requirements in respect of the Services as amended and from time to time in force.
"Surpluses"	Shall mean any profit generated and/or earned by the Company from its exercise of the rights granted under the Licence.
"Term"	Shall mean the term of the Licence as set out in Clause 3 of the Licence.
"Jurisdiction"	Shall mean the geographical area or sector as set out in Recital C of the Licence.
"Trainers"	Shall mean individuals who have been approved and are quality assured to deliver Approved Programmes to Delegates.
"UK Commission"	Shall mean the UK Commission for Employment and Skills Limited (Company Registration Number 6425800) whose registered office is at 3 Callflex Business Park, Golden Smithies Lane, Wath-Upon-Deerne, South Yorkshire S63 7ER.
"Work"	Shall mean any and all works including: <ul style="list-style-type: none"> (a) Literary, dramatic, musical and artistic works, sound recordings, films, broadcasts or cable programmes, typographical arrangements and designs; and (b) Computer programmes and databases and web based applications and content, which are created from time to time during the course of the Licence by the Company or by or together with others at the Company's request or on its behalf and where such works directly relate to or are created in respect of the performance of the Licence or any part of it.
"Working Days"	Shall mean a day from Monday to Friday (inclusive) when clearing banks are open for business in the United Kingdom.

- 1.2 References to the singular are deemed to include the plural and vice versa and references to any gender are deemed to include other gender.
- 1.3 The Schedules and Appendices form part of these Standard Terms and the Licence and any reference to the Licence shall include the Schedules and Appendices. References to any page, Clause, Sub-Clause, Condition, sub-Condition, table, paragraph, schedule or appendix is a reference to a page, condition, sub-condition, table, paragraph, Schedule or Appendix of and to the document in which they are incorporated.
- 1.4 A reference in a Schedule or an Appendix to a paragraph is to a paragraph of that Schedule or Appendix.
- 1.5 References to the Licence include any permitted variation, amendment or supplement to it, and references to another document include any permitted variation, amendment or supplement to that other document.
- 1.6 References to any enactment, order, regulation or other similar instrument, statute or statutory provisions mean the enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted from time to time.
- 1.7 References to any provision of any legislation are to be construed as a reference to that provision as amended, re-enacted or extended from time to time.

- 1.8 References to a person shall be construed as a reference to any natural person, firm, company, corporation, government, state or agency of state or any association or partnership (whether or not having separate legal personality) of one or more of the foregoing.
- 1.9 References to a “party” or the “parties” shall mean (as the case may be) a party or the parties to the Licence and, unless the context otherwise requires, include any permitted successors and assignees of the party or parties (as appropriate);
- 1.10 The headings to Schedules, Appendices, Clauses and Sub-Clauses, Conditions and sub-Conditions and (where provided) paragraph headings and captions in the body of the Licence and these Standard Terms do not form part of it and are not to be used for its interpretation.
- 1.11 The meaning of words before “include”, “includes”, “including” or “included” is not to be limited by the words that follow that particular word.

2 INTELLECTUAL PROPERTY

- 2.1 The Company acknowledges that the UK Commission is the sole owner of any copyright and other IPRs of whatsoever nature in Investors in People and the IIP Materials unless the contrary is expressly stated.
- 2.2 The Company hereby recognises and acknowledges the UK Commission’s ownership of and title to the IIP Materials and IPRs contained in the IIP Materials and the Company shall not claim any right title or interest in the same.
- 2.3 The Company will promptly notify the UK Commission of any use of the IIP Materials by any third party or any activity of any third party which might in the Company’s opinion amount to infringement or passing off of the UK Commission rights in the same.
- 2.4 In connection with the Company’s operation of the Investors in People Centre and in the provision of the Services, there may be occasions when, for the purposes of a national consistency of approach to quality management or marketing, the UK Commission shall require that the Company purchases certain materials from the UK Commission or its appointed partner or agent, at the standard published price for such materials then in force. The Company agrees to comply with any such requirement on the understanding that it shall only be made after consultation with the Company.
- 2.5 The Company will not without the UK Commission’s prior written authorisation make any photocopies or other reproduction (partial or otherwise and in whatsoever form) of the materials referred to in this Condition 2 and the Company will ensure that none of the Company’s employees, agents, sub-contractors or other representatives make any such photocopies or reproductions.
- 2.6 The Company shall indemnify and keep indemnified and hold harmless the UK Commission against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Condition 2 by the Company, the Company’s employees, agents, sub-contractors or other representatives.
- 2.7 Subject to Condition 2.8 below, if any third party claims that the Company’s authorised and lawful use of the IIP Materials in accordance with all the provisions of the Licence infringes the IPRs of that third party (“a Claim”) then the UK Commission will at its own expense and as the Company’s sole and exclusive remedy in respect of such Claim either:

- 2.7.1 use all reasonable efforts to procure for the Company's benefit the right to continue to use any infringing element of the IIP Materials to which the Claim relates; or
 - 2.7.2 modify or replace any infringing element of the IIP Materials so that there is no further infringement.
- 2.8 If any third party makes a Claim against the Company that gives rise to the provisions of Condition 2.7 above, the Company shall:
 - 2.8.1 give prompt written notice to the UK Commission of any Claim that gives or is likely to give rise to a liability under Condition 2.7 above, specifying in reasonable detail the nature of such Claim;
 - 2.8.2 make no admission of liability, agreement or compromise in relation to such Claim without the UK Commission's prior written consent; and
 - 2.8.3 give the UK Commission and the UK Commission's professional advisers reasonable access to the Company's premises and personnel and to any relevant assets, accounts, documents and records within the Company's power or control so as to enable the UK Commission and the UK Commission's professional advisers to examine such premises, assets, accounts, documents and records for the purpose of assessing the merits of the Claim.
- 2.9 The data provided by the UK Commission regarding its business alliances, the customers of the Investors in People framework and other Investors in People products, Delegates and other potential 'purchasers' of Training and Development Programmes relating to the Investors in People framework, is the property of the UK Commission.
- 2.10 The Company must not:
 - 2.10.1 market, using this data, without the permission of the UK Commission; or
 - 2.10.2 make any use of this data after the Term.
- 2.11 The content of the Approved Programmes and support materials, the intellectual property and market position made available to the Company as a result of it being an approved Investors in People Centre, shall not be used directly or indirectly by the Company to procure related business for a period of three years after the termination of the Licence, should the Company still be operating in this field.

3 IIP MATERIALS

- 3.1 The Company hereby agrees to use the IIP Materials:
 - 3.1.1 only in the form stipulated from time to time by the UK Commission and the Company shall observe any reasonable directions given by the UK Commission as to colours and size of representations of the IIP Materials and their manner and disposition in relation to the Services and all advertising, promotional and other documentary material upon or for which the Company wishes to use IIP Materials;
 - 3.1.2 only for the purposes authorised in the Licence and, in particular, not in any way which would in the UK Commission's opinion mislead the public, or be materially detrimental to or inconsistent with the UK Commission's good name, goodwill, reputation and image.
- 3.2 In respect of the Company's use of the IIP Materials (and the IPRs contained within the IIP Materials) the Company:
 - 3.2.1 undertakes that it will at all times comply with all design standards and other guides which the UK Commission may provide to the Company, from time to time, in

connection with the Licence, the Company's operation of the Investors in People Centre and in the provision and promotion of Services including the Branding Guidelines (as amended from time to time). The Company will not remove or deface any copyright or other notice appearing on any such material so furnished to the Company;

- 3.2.2 shall not delete, alter, amend, edit or otherwise change any copyright or other intellectual property right identifications or notices included in the IIP Materials;
 - 3.2.3 agrees that no copyright or other intellectual property right material comprised in the IIP Materials may be used in connection with the manufacture, distribution, promotion or marketing of any goods or services other than in respect of the Services;
 - 3.2.4 shall not affix any trade mark or other mark to the IIP Materials or to any associated materials without the UK Commission's prior written consent, and the Company shall not affix the trademarks or other marks provided in the IIP Materials to other of the Company's goods or in respect of other of the Company's services other than the Services provided that the Company shall be entitled to dual brand the IIP Materials including the Company's own brands, subject to the UK Commission's prior written consent, as to the form of such dual branding as outlined in the Branding Guidelines;
 - 3.2.5 shall not at any time adopt or use or seek to register any trademarks or copyright identical to or nearly resembling any trademark, symbol or device which incorporates or is confusingly similar to, or takes a substantial part of, or is a simulation or colourable imitation of, any such trademark, symbol or device contained in the IIP Materials;
 - 3.2.6 shall not use the IIP Materials or IPRs contained in the IIP Materials as part of the Company's corporate name or trading name or the name of any entity associated with the company without the UK Commission's prior written consent; and
 - 3.2.7 shall not at any time register or use the IIP Materials or IPRs contained in the IIP Materials in the Company's own name as proprietor.
- 3.3 Nothing in the Licence shall serve to assign or otherwise transfer ownership and/or title or entitle the Company to obtain or claim any right, title or interest in or to the IIP Materials except the rights of use as are specifically set out in the Licence. The Company hereby acknowledges and agrees that the benefit of all such use shall at all times enure to the UK Commission (and the UK Commission's successors-in-title).
- 3.4 The Company undertakes to produce sales literature (e.g. leaflets, presentations etc) to provide to Customers and advisers and assessors free-of-charge. The Company must ensure that advisers and assessors have sufficient stocks of good quality (and not photocopied) sales materials to meet demand. The UK Commission will not be able to fund the production of this material and the Company should ensure that its budget includes the cost of producing this material. These materials must comply with the Branding Guidelines.

4 WARRANTIES

- 4.1 The parties hereby warrant to each other that they are not a party to any agreement, (whether of employment or otherwise) or understanding, which would in any way restrict or prohibit it from undertaking or performing any of their obligations under the Licence and both have the authority to enter into the Licence.
- 4.2 The Company hereby warrants, represents and undertakes that:

- 4.2.1 it has the capacity and capability to provide the Services and operate the Investors in People Centre in accordance with all provisions of the Licence and the Statement Of Quality Requirements;
 - 4.2.2 where delivering other services it will use its best commercial endeavours to ensure that these do not conflict with, materially detract from or cause any reduction in quality or quantity of its provision of the Services and operation of the Investors in People Centre under the Licence;
 - 4.2.3 it will perform the Services in a timely and professional manner using appropriately skilled, qualified and experienced personnel, and in compliance with all applicable laws, enactments, orders and regulations;
 - 4.2.4 it will ensure that the Services comply in all respects with the Statement Of Quality Requirements;
 - 4.2.5 it will use IIP Marks, IPRs, Investors in People frameworks and any other materials, know how or documentation provided by the UK Commission at all times in accordance with the terms of the Licence or as the UK Commission will otherwise direct the Company in writing; and
 - 4.2.6 it will ensure that the Investors in People Centre shall employ or otherwise retain the services of such number of staff (of such quality and competence as the UK Commission shall from time to time by notice specify) as to enable it to provide the Services throughout the Jurisdiction.
- 4.3 The Company agrees to remedy any breach of the warranties in Condition 4.2 at no cost to the UK Commission within thirty (30) days of UK Commission's notification to the Company of such breach, failing which the UK Commission shall be entitled to treat such breach as a material breach of the Licence entitling the UK Commission to terminate the Licence immediately in accordance with Condition 23.2.3. This right shall be at UK Commission's sole election and is without prejudice to its other rights and remedies whether under the Licence or at law generally.
- 4.4 The Company will indemnify and keep the UK Commission indemnified in respect of any claims, losses, costs and liabilities made against it by a Customer or other third party as a result of or in connection with an act or omission by the Company in operating the Investors in People Centre or in providing the Services.

5 RELATIONSHIP MANAGEMENT

Company's Representative

- 5.1 The Company shall employ a representative at its normal place of business to act as the Company's Representative in connection with the Services and generally with the Licence.
- 5.2 The Company shall inform the UK Commission in writing of the identity of its representative and shall keep the UK Commission informed in writing of any change in the identity of the Company's Representative.
- 5.3 The identity of the Company's Representative is subject to the UK Commission's prior written approval, which shall not be unreasonably withheld or delayed.

Authority of Company's Representative

- 5.4 The Company's Representative shall have full authority to act on the Company's behalf for all purposes of the Licence. The UK Commission is entitled to treat any act of the Company's Representative in connection with the Licence as being expressly authorised by the Company, except when the Company has notified the UK Commission in writing that such authority has been revoked or limited.

UK Commission's Representative

- 5.5 The UK Commission is entitled to appoint a person as the UK Commission's Representative, who shall liaise with the Company's Representative. The UK Commission shall keep the Company informed in writing of any change in the identity of the UK Commission's Representative.

Authority of the UK Commission's Representative

- 5.6 The UK Commission's Representative has full authority to act on the UK Commission's behalf for all purposes of the Licence. The Company is entitled to treat any act of the UK Commission's Representative in connection with the Licence as being expressly authorised by the UK Commission, except where the UK Commission has notified the Company that such authority has been revoked or limited.

Review Meetings

- 5.7 Upon the commencement of the Licence, the Representatives may decide to meet ("Licence Review Meeting") on a regular basis to discuss:
- 5.7.1 proposed changes (if any) to the Services
 - 5.7.2 a general review of the Services;
 - 5.7.3 any problems with the supply and/or delivery of the Services: and
 - 5.7.4 any suggestions for improving the Services.

6 ASSIGNMENT AND SUB-CONTRACTING

- 6.1 The Company may use VAT registered sub-contractors to carry out the provision of Services and or Approved Programmes but the Company is not relieved of any of its obligations under the Licence if it enters into a sub-contract for the performance of any part of the Services and or Approved Programmes. However it should do so only with prior notification given to the UK Commission.
- 6.2 In its contracts with suppliers or sub-contractors engaged for the purposes of the Services and or Approved Programmes, the Company shall include a written condition undertaking to pay for the supply of their goods and/or services by the end of the month following the month of receiving the supplier's or sub-contractor's invoice (as long as the goods and/or services have been supplied in accordance with the relevant contract).
- 6.3 The Company shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are appropriately qualified and trained and possess relevant skill, care and diligence not least reflecting good industry practices in order to perform the Services and or Approved Programmes.
- 6.4 The Company shall procure that all sub-contractors are subject to the same obligations of confidentiality as the Company is under the Licence.
- 6.5 The Company shall use its reasonable endeavours to procure that each of the sub-contracts into which the Company (or any of its sub-contractors) enters in relation to the Services and or Approved Programmes contains provisions:

- 6.5.1 permitting (but not obliging) the UK Commission to step into the sub-contract in the place of the Company (or its sub-contractor) if the Licence terminates;
 - 6.5.2 providing for termination of the sub-contract or the employment of the sub-contractor's employee (as the case may be) in accordance with the provisions of Condition 23.1 and 23.2; and/or
 - 6.5.3 indemnifying the Company against any claim for termination of employment of an employee employed by the sub-contractor in delivering the Licence.
- 6.6 The Company shall immediately notify the UK Commission in the event of the termination of, or any dispute arising in relation to, any sub-contracts which has adversely affected or is likely to adversely affect the provision of the Services or the recipients of the Services. The Company shall immediately copy to the UK Commission any notice of termination.
- 6.7 The Company shall immediately notify the UK Commission if it has any concerns about the propriety of any of its sub-contractors in respect of activities carried out in connection with the Licence.
- 6.8 The Company is responsible for ensuring that all sub-contractors which it retains have adequate and appropriate insurance to cover at least the value and nature of the work for which that sub-contractor is responsible to the Company.

7 PROMOTION

- 7.1 The Company shall during the Term be entitled to promote, market and advertise the Company as a "Licensed Investors in People Centre" ALWAYS PROVIDED THAT at all times the Company shall do so in a manner which complies with the Branding Guidelines and in accordance with the Network Agreement, the British Code of Advertising Practice in force for the time being and other applicable legal requirements.
- 7.2 In particular if the UK Commission considers any promotional, publicity or advertising material prepared by the Company to be untrue, misleading or otherwise representing the Services in a manner inconsistent with its own branding of the Services (as set out in the Branding Guidelines or other applicable guidelines the UK Commission may issue to the Company from time to time) it shall notify the Company of this and the Company will without delay and at its own cost take such remedial action as the UK Commission may require.

8 CHARGES FOR SERVICES

- 8.1 In order to ensure that the Company does not charge for providing the Services more than the UK Commission believes is reasonable and appropriate, it reserves the right from time to time to determine the maximum level of charges which can be made in respect of the Services. The UK Commission will consult with the Network in establishing the maximum levels and will notify the Company in writing of such maximum levels and the Company shall hereby agree not to levy charges in excess of the maximum so prescribed.
- 8.2 The Company shall commit to providing open and transparent pricing on all Investors in People products and services to its Customers.
- 8.3 The Company shall not exceed the nationally-agreed daily rate of £1000 for assessment unless otherwise approved by the UK Commission in writing.

9 CHANGES TO SERVICES

- 9.1 If the UK Commission wishes to change the Services (in whole or in part) it will notify the Company in writing of any such proposed changes. The UK Commission's written notification to the Company will include:

- 9.1.1 details of the proposed change;
 - 9.1.2 any time scales or deadlines by which the proposed change must be implemented; and
 - 9.1.3 any other relevant information.
- 9.2 The Company Representatives shall, within a reasonable time of the Company's receipt of the UK Commission's notice (but in any event no later than ten (10) Working Days from receipt) discuss and agree the following:
- 9.2.1 the possible financial implications (if any) of the proposed change and how these may be managed;
 - 9.2.2 if the Company can accommodate the change;
 - 9.2.3 if the Company can accommodate the change in more than one way, details of the options;
 - 9.2.4 if the Company considers it can meet the proposed change, details of this option; and
 - 9.2.5 any impact the change may have on the provision of the Services as a whole; and/or
 - 9.2.6 if the proposed change requires further discussions to be conducted at a mutually agreed time (which may be at the next scheduled Licence Review Meeting).
- 9.3 Following such discussion and/or Licence Review Meeting (as applicable), if the UK Commission wishes to pursue the proposed change the UK Commission shall notify the Company in writing. The proposed change together with any consequential changes to the Licence (taking full account of any agreement reached in such discussions and/or Licence Review Meeting) agreed between the Parties will be set out in a Change Control Note and signed by both parties and, once signed, such Change Control Note shall be incorporated into and form part of the Licence and serve to vary or amend the Licence.
- 9.4 Notwithstanding the provisions of the Conditions above, and following the review process set out in Condition 9.2, the UK Commission shall nonetheless be entitled to require implementation of a change by the Company on the terms originally proposed by the UK Commission further to Condition 9.1 if in its absolute discretion the UK Commission considers it necessary to do so including for the purposes of improving the quality of the Services, ensuring the consistent provision of Services throughout all territories, and/or protecting and/or enhancing the IIP Materials or any IPRs included therein.

10 COMPETITIVENESS

- 10.1 Subject to Condition 10.2 below, the Company undertakes to provide and perform the Services solely to employers:
- 10.1.1 whose head office is in the Jurisdiction or the United Kingdom where the Jurisdiction is defined as a sector; and/or
 - 10.1.2 who are wholly located within the Jurisdiction or the United Kingdom where the Jurisdiction is defined as a sector; and/or
 - 10.1.3 who the Company have been specifically requested to manage because of conflict in another geographical area (for example, IIP Centre Board Members).
- 10.2 Where the relevant Jurisdiction is a geographical area (rather than a sector) the Company may provide and perform the Services to employers whose head office is outside the Jurisdiction or who are wholly located outside the Jurisdiction provided that the Company

does so at all times in accordance with all the provisions of the Licence. Specifically, the Company may provide and perform the Services:

- 10.2.1 in response to a general unsolicited request for the provision of the Services by such employer; and/or
 - 10.2.2 where a current and valid agreement exists between the Company, the UK Commission and an Investors in People Centre in the Jurisdiction in which such an employer is located allows the Company to provide the Services outside of the Jurisdiction.
- 10.3 If the Company receives a request to provide the Services to a Multinational Organisation the Company hereby agrees, in the first instance, to refer such Multinational Organisation to the UK Commission (or to the applicable Investors in People International Centre if the UK Commission has notified the Company of its details). If after such referral a Multinational Organisation still wishes the Company to provide and perform the Services then the Company shall be entitled to do so ALWAYS PROVIDED THAT the Company has notified both the UK Commission and the applicable Investors in People International Centre in writing of this in advance. The Company hereby agrees that, except as set out in this Condition 10.3 or otherwise agreed between the UK Commission and the Company in writing in advance, the Company shall not undertake any other international activities in respect of the Services.
- 10.4 Notwithstanding the provisions of Condition 10.2 or 10.3 the Company hereby agrees it will not whether directly or indirectly solicit, procure the soliciting of or otherwise actively seek the custom of Customers belonging to another Investors in People Centre in the Jurisdiction or a Customer whose head office is outside the Jurisdiction or who is wholly located outside the Jurisdiction. For the avoidance of doubt, if the Company operates a generic advertising campaign, it would not be in breach of this Condition 10.4. However, if the Company undertakes direct marketing (direct mail, email, or telemarketing), the Company must exclude those Customers that belong to other Investors in People Centres. If the Company is in breach of this Condition 10.4 the UK Commission shall be entitled to treat such breach as a material breach of the Licence entitling the UK Commission to terminate the Licence in accordance with Condition 23.2.3. This right shall be at UK Commission's sole election and is without prejudice to its other rights and remedies whether under the Licence or at law generally.

11 USE OF SURPLUSES

- 11.1 In order to protect the integrity of the brand the Company will be required to demonstrate to the UK Commission the appropriate use of revenues generated commercially from exploiting IPRs owned by the UK Commission. The Company will produce an annual sales and marketing plan for approval by the UK Commission, demonstrating the amount it proposes to spend to benefit the growth of its Investors in People Centre and the Services in the areas of product development, marketing and further business development.
- 11.2 In the event that either Party serves notice on the other to terminate the Licence, the Company agrees that it will meet the costs of winding down its Investors in People business activities including, for the avoidance of doubt, provision for any potential staff redundancies it incurs as a result of losing the rights under the Licence.
- 11.3 In order to properly market and promote Investors in People in the Jurisdiction, the Company will in any given Licensed Year spend a minimum of [two] percent ([2]%) of its annual gross turnover relating to the provision of the Services and its use of Investors in People generally (exclusive of VAT) to advertise and promote Investors in People within the Jurisdiction.

12 VALUE ADDED TAX

- 12.1 All sums due to the UK Commission under the Licence are exclusive of VAT which shall be charged in addition to such sums and paid by the Company upon receipt of a valid VAT invoice in respect of such sums.

13 AUDIT

- 13.1 The UK Commission shall be entitled to inspect and examine the Company's books and records to the extent that they relate to assessment and training activity conducted by the Company during the Term, to confirm the accuracy of such assessment and review activity. Any such examination shall be made on reasonable written notice to the Company and only conducted during usual business hours.

14 NO REPRESENTATIONS

- 14.1 In providing and performing any of the Services under the Licence, the Company will not make any representation, express or implied, that the UK Commission are in any way responsible for the Services provided by the Company. The Company agrees that its relationship shall be that of independent contractors and the Company will accordingly not in any way purport to speak on the UK Commission's behalf or to pledge the UK Commission's credit or make any other commitment or representation on the UK Commission's behalf nor will the Company claim to be authorised to carry out any activity or provide any service as a Investors in People Centre except in accordance with the terms set out in the Licence.

15 COMPLIANCE WITH LEGISLATION

- 15.1 The Company undertakes that it shall comply with all relevant legislation and good practice, in particular: -
- 15.1.1 the Company shall not commit an act of discrimination rendered unlawful by the Sex Discrimination Act 1975 or the Race Relations Act 1976;
 - 15.1.2 the Company shall comply with all relevant requirements contained in or having effect under the legislation relating to health, safety and welfare at work;
 - 15.1.3 the Company shall take account of the diverse needs of learners and take steps to accommodate these;
 - 15.1.4 the Company shall comply with all relevant requirements contained in or having effect under the legislation relating to trading schemes, including without limitation the Fair Trading Act 1973, as amended by the Trading Schemes Act 1996 and the Trading Schemes Regulations 1997.
- 15.2 The Company shall not offer to give, or agree to give, to any member, employee or representative of the Company any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other agreement with the Company or for showing or refraining from showing favour or disfavour to any person in relation to this or any such agreement.
- 15.3 The Company's attention is drawn to:
- 15.3.1 The Prevention of Corruption Acts 1889 to 1916.
 - 15.3.2 The Public Contracts Regulations 2006.

16 CONFIDENTIALITY

- 16.1 Neither Party shall use, copy, adapt, alter, disclose or part with possession of any business, employee or customer information or data of the other which is disclosed or otherwise comes into its possession directly or indirectly as a result of the Licence, and which is of a confidential nature (including for the avoidance of doubt the existence and terms of the Licence) ("Confidential Information") except as strictly necessary to perform its obligations or exercise its rights hereunder or with the written consent of the other Party.
- 16.2 The obligation on both Parties set out in Condition 16.1 above shall not apply to Confidential Information:
- 16.2.1 which the receiving Party can prove was in the public domain at the date it was received or obtained; or
 - 16.2.2 which the receiving Party lawfully or properly obtains without obligation of confidentiality; or
 - 16.2.3 which comes into the public domain otherwise than through the default or negligence of the receiving Party; or
 - 16.2.4 which was independently developed by the receiving Party without reference to the Confidential Information of the other Party; or
 - 16.2.5 which, with the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed) is disclosed to obtain or maintain any listing on any recognised stock exchange; or
 - 16.2.6 is requested to be disclosed by a court, regulator or a body having similar authority over the receiving Party provided that where permitted by such body the other party is given prompt notice thereof; or
 - 16.2.7 where disclosure of Confidential Information is a requirement of the FOIA or Environmental Information Regulations; or
 - 16.2.8 which is requested to be disclosed by one Party or on its behalf to its auditors (whether internal or external) and other third party professional advisors who have the right to require that Party to supply the relevant information always provided that the same have entered into a confidentiality agreement with the Party seeking disclosure before such approved disclosure takes place.
- 16.3 The Company agrees to indemnify and keep indemnified the UK Commission from and against all costs, claims, demands, liabilities, expenses, damages or losses (including consequential losses and loss of profit, and all reasonable legal and other professional costs and expenses) arising out of or in connection with a breach by the Company of its obligations under this Condition 16.

17 INSURANCE

- 17.1 At the date of the Licence, the Company shall have in place and maintain in force with a reputable insurance office adequate insurance against risks of a type reasonable for a provider of the Services to insure against including any loss or personal injury to persons undertaking those Services.
- 17.2 On request, the Company shall provide the UK Commission with documentary evidence of the insurance referred to in Condition 17.1. If the Company fails to maintain that insurance, the UK Commission may choose to take out such insurance itself, the cost of this being recoverable from the Company including by way of set-off from sums due to the Company by the UK Commission together with interest calculated on a daily basis at three per cent above the base rate from time to time of the Bank of England.

- 17.3 If the Company appoints one or more sub-contractors, the Company is responsible for ensuring that each sub-contractor has adequate and appropriate insurance to cover at least the value and nature of the work for which that sub-Contractor is responsible to the Company.

18 FORCE MAJEURE

- 18.1 Subject to compliance with Condition 18.2, neither Party shall be in default of its obligations under the Licence or liable to the other to the extent that it is unable to perform all or any of its obligations under the Licence because of the occurrence of a Force Majeure Event.
- 18.2 If either Party seeks to rely on this Condition 18 it shall:
- 18.2.1 immediately give a notice to the other Party providing details of the act or matter that it claims has put performance beyond its control;
 - 18.2.2 use all reasonable endeavours to minimise the effect of the Force Majeure Event on its performance; and
 - 18.2.3 immediately after the end of the Force Majeure Event, notify the other Party that it has ended and resume full performance.
- 18.3 It is expressly agreed that a failure by either Party to perform or a delay by either Party in performing its obligations under the Licence which results from a failure or delay in performing its obligations by a person with whom the Party has entered into any agreement, supply arrangement or sub-contract or otherwise shall be regarded as a failure or delay due to a Force Majeure Event only if the person is itself prevented from or delayed in performing those obligations because of a Force Majeure Event.
- 18.4 If the Party giving notice is the Company and the Force Majeure Event continues for more than three months from the giving of the notice under Condition 18.2.1, the UK Commission may terminate the Licence with immediate effect by notice in writing at any time.

19 EQUAL OPPORTUNITIES

- 19.1 The Company shall not and shall use its reasonable endeavours to ensure that its sub-contractors shall not:
- 19.1.1 unlawfully discriminate against any person, directly or indirectly, or by way of victimisation or harassment, on grounds of:
 - 19.1.2 sex, gender reassignment, married or civil partner status, pregnancy or maternity leave;
 - 19.1.3 colour, race, nationality, or ethnic or national origins;
 - 19.1.4 religion or belief;
 - 19.1.5 sexual orientation;
 - 19.1.6 age; and/or
 - 19.1.7 unlawfully discriminate against any person, on the grounds of or for a reason related to disability, or victimise or harass any person on the grounds of disability or fail to make reasonable adjustments.
- 19.2 The Company shall observe as far as possible the provisions of any Code of Practice on discrimination issued by the Commission for Racial Equality, the Equal Opportunities Commission, the Disability Rights Commission or the Equality and Human Rights Commission.

20 DATA PROTECTION

- 20.1 For the purposes of the Data Protection Act 1998 (the “Act”), the Parties hereby agree and acknowledge they are Data Controllers in common.
- 20.2 Each Party warrants to the other Party that it shall fully comply with all of its obligations applicable under the Act which shall include, in respect of the Company, the obligation to notify Customers that their personal data will be provided to the UK Commission for purposes connected with Investors in People and the obligation to keep personal data of such individuals accurate and up to date.
- 20.3 To the extent that the Company, as part of the Services under the Licence, processes personal data as a Data Processor on behalf of the UK Commission as Data Controller, it shall:
- 20.3.1 only carry out processing on the UK Commission’s instructions (which may be specific instructions or instructions of a general nature as set out in the Licence or as otherwise notified by the UK Commission to the Company during the Term);
 - 20.3.2 devise appropriate systems and procedures to ensure that any personal data which it processes in the course of the Services are adequate, relevant, not excessive, accurate and, where necessary, kept up to date, and not retained for longer than is necessary;
 - 20.3.3 include in any agreement with sub-contractors who will process personal data directly or indirectly on the other Party’s behalf, provisions in favour of the UK Commission which are equivalent to those in this Condition;
 - 20.3.4 implement appropriate technical and organizational measures to protect personal data against unauthorised or unlawful processing and accidental destruction or loss;
 - 20.3.5 at no additional cost, promptly provide such information and co-operation to the UK Commission as the UK Commission may reasonably require to allow it to comply with the rights of data subjects, including subject access rights, or with information notices served by the Information Commissioner.
- 20.4 The Company shall not perform its obligations under the Licence in such a way as to cause the UK Commission to breach any of its applicable obligations under the Act.
- 20.5 In the event that the Company provides personal data to the UK Commission which the Company or a third party under the Company’s control has collected from individuals, the Company hereby warrants that such personal data has been lawfully obtained as required under the Act.
- 20.6 Each Party agrees to indemnify and keep indemnified the other from and against all costs, claims, demands, liabilities, expenses, damages or losses (including consequential losses and loss of profit, and all reasonable legal and other professional costs and expenses) arising out of or in connection with a breach by the first Party of its obligations under the Act or its obligations under this Condition.

20.7 This indemnity is provided subject always to the following:

- 20.7.1 the Party requiring the indemnity shall give the indemnifying Party full and prompt notice in writing of any claim (alleged or actual) which may reasonably be considered as likely to give rise to a liability under this indemnity;
- 20.7.2 the Party requiring the indemnity shall not make any admission of liability, agreement or compromise in relation to such claim, not attempt to settle such claim, without the prior written consent of the indemnifying Party;
- 20.7.3 the indemnifying Party shall have sole and exclusive conduct of any claim, proceeding, court action or other action or litigation in relation to such claim;
- 20.7.4 the Party requiring the indemnity shall give the indemnifying Party and its professional advisers all reasonable assistance in defending such claim and take such action as the indemnifying Party may reasonably request to avoid, dispute, resist, compromise or defend the relevant claim.

20.8 For the purposes of this Condition “Data Controller”, “Data Processor”, “data subject”, “personal data” and “processing” shall have the meanings ascribed to them in the Act.

21 FREEDOM OF INFORMATION ACT

- 21.1 The Company acknowledges that the UK Commission is subject to the requirements of FOIA and the Environmental Information Regulations and shall assist and cooperate with the UK Commission to enable the UK Commission to comply with its Information disclosure obligations.
- 21.2 The UK Commission shall be responsible for determining in its absolute discretion and notwithstanding any other provision in the Licence or any other agreement whether the Information is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations.
- 21.3 In no event shall the Company respond directly to a Request for Information unless expressly authorised to do so by the UK Commission.
- 21.4 The Company acknowledges that (notwithstanding the provisions of this Condition 21) the UK Commission may be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Company or the Services:
 - 21.4.1 in certain circumstances without consulting the Company; or
 - 21.4.2 following consultation with the Company and having taken their views into account; provided always that where Condition 21.4.1 applies the UK Commission shall take reasonable steps, where appropriate, to give the Company advanced notice, or failing that, to draw the disclosure to the Company’s attention after any such disclosure.

22 COMPLAINTS HANDLING

- 22.1 The Company must have a complaints handling procedure in place to manage all Customer and service level complaints and grievances to an effective conclusion.
- 22.2 The Company shall refer complaints in relation to the Investors in People frameworks or Policies, within 2 Working Days, to the UK Commission.
- 22.3 The Company must refer any complaints relating to logo misuse to the UK Commission within two working days of receipt of the notification.

23 TERMINATION

- 23.1 The UK Commission shall be entitled to terminate the Licence for any reason upon giving the Company at least 90 days prior written notice.
- 23.2 Either Party shall be entitled to terminate the Licence immediately on written notice if the other:
- 23.2.1 is in breach of any of its obligations under the Licence and such breach has not been remedied, if capable of remedy, within thirty (30) days of the date of notification of the breach by the non-defaulting Party; or
 - 23.2.2 has a receiver or an administrative receiver appointed over it or over any part of its undertaking or assets or passes a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect, or if becomes subject to an administrative order or enters into any voluntary agreement with its creditors or ceases or threatens to cease to carry on business; or
 - 23.2.3 where there is a breach by either Party of any provision of the Licence which expressly entitles the Party not in default to terminate the Licence.
- 23.3 The UK Commission shall be entitled to terminate the Licence immediately on written notice if:
- 23.3.1 there is a change of control in the Company as defined by Section 416 of the Income and Corporation Taxes Act 1988;
 - 23.3.2 in its reasonable opinion the Company are bringing the UK Commission or Investors in People into disrepute;
 - 23.3.3 the Company (and/or any of the Company's officers or representatives) are convicted of a criminal offence related to the business or professional conduct;
 - 23.3.4 the Company (and/or any of the Company's officers or representatives) fail to disclose any serious misrepresentation by the Company in supplying information required by the UK Commission in or further to the Licence; or
 - 23.3.5 the Investors in People Centre is a joint enterprise and, without the UK Commission's prior written consent:
 - 23.3.5.1 one or more parties to such joint venture ceases to be involved in or part of the Investors in People Centre (except where the UK Commission are the leaving party); and/or
 - 23.3.5.2 one or more persons, bodies or companies who are not a signatory to the Licence become involved in or part of the Investors in People Centre.
 - 23.3.6 The UK Commission reasonably considers that the Company has failed (or that any sub-contractors, IIP Specialists, officers or representatives of, or persons associated with, the Company have failed) to comply with any applicable law, regulation or guidance relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

24 CONSEQUENCES OF TERMINATION

- 24.1 During any period between the UK Commission issuing a termination notice and the termination of the Licence or, in all other circumstances, during the three (3) month period prior to expiry of the Licence, the Company shall continue to provide the Services without any material changes without the prior permission of the UK Commission.

24.2 Upon termination for whatever reason of the Licence:

- 24.2.1 the Company will immediately cease to operate as, or advertise, market or promote the Company as an Investors in People Centre, cease to issue or publish all promotional and other advertising matter which suggests that the Company is entitled to supply the Services, cease delivering or otherwise using the Approved Programmes and the Company will cease to provide and/or perform the Services;
 - 24.2.2 the Company will provide the UK Commission with such assistance as the UK Commission may reasonably require to migrate the Services provided under the Licence as at the date of termination of the Licence to a replacement service provider in accordance with the Services Migration Plan set out in Condition 25 below;
 - 24.2.3 the Company shall return all IIP Materials and copies of the Frameworks, IIP Marks and/or IPRs in whatever form to the UK Commission, or (at the UK Commission's request) destroy the same and confirm such destruction in writing; and
 - 24.2.4 the Company shall cease all further use of IIP Materials including amending any corporate name or domain name which includes the IIP Marks (including, for the avoidance of doubt, the corporate or trading name) and shall provide confirmation in writing to the UK Commission that the Company has taken all appropriate steps to ensure that no further use of such rights will be made.
- 24.3 In the event of termination of the Licence by the UK Commission further to Condition 23.1 the UK Commission shall refund to the Company the Licence Fee paid prior to the date of such termination for the then current Licensed Year on a pro rata basis. Thereafter, but only in respect of the termination of the Licence as set out in this Condition 24.3, no further Licence Fees shall be payable by the Company to the UK Commission.
- 24.4 The termination of the Licence (however caused) shall be without prejudice to any other rights or remedies which either party may be entitled to under the Licence or at law, and shall not affect any accrued rights or liabilities which either party may then have.
- 24.5 The following Conditions shall survive the termination or expiry of the Licence, howsoever caused: Conditions 1,2,3,14,16,20,21,24,25,27,28 and 29 (inclusive)

25 MIGRATION OF SERVICES UPON TERMINATION TO A REPLACEMENT OR SUCCESSOR LICENSEE

- 25.1 At least 3 months prior to the expiry of the Licence or, where terminated by one party, upon that party giving notice to the other of its intention to terminate the Licence in accordance with Condition 23 above, the Parties shall meet in good faith to discuss and agree a services migration plan to ensure a smooth and seamless hand-over of the Services to the successor licensee or potential successor licensee, and each Party shall commit such resources as are reasonably required to implement such services migration plan.
- 25.2 The Company shall provide all reasonable assistance to the UK Commission, the successor licensee or potential successor licensee, if requested, to the extent necessary to implement the services migration plan and/or effect an orderly assumption by a successor licensee of the Services.
- 25.3 On reasonable notice, the Company shall provide the UK Commission, the successor licensee or potential successor licensee with all such material and/or information as the UK Commission, successor licensee or potential successor licensee (as appropriate) shall reasonably require in connection with the Company's provision of the Services under the Licence, in order to facilitate the migration of the Services to the UK Commission or a successor licensee including all personal data (whether in electronic or hard form), databases and documents relating to Customers to whom the Company has provided the Services, assessments undertaken by the Company and/or assessors in providing such Services to Customers and all written material relating to such assessments and/or

assessors. For the avoidance of doubt, the Company hereby agrees that the disclosure of information (including any personal data) relating to sub-contractors, assessors, service providers, prospects and Customers (including the respective employees or contacts of such entities) to a person that the UK Commission designates in writing as a successor licensee, shall be reasonably required in order to facilitate the migration of the Services. In addition, the Company shall comply with the specific obligations relating to the provision of information relating to employees as detailed in Appendix 2.

- 25.4 Subject to the UK Commission's prior written agreement, the UK Commission shall reimburse the Company for such assistance at rates either then prevailing for others of the Company's customers for the same or similar services or as otherwise agreed between the Parties in writing in advance.

26 RECOVERY OF SUMS DUE

- 26.1 Invoices issued by the UK Commission are payable within 30 days. If the Company fails to make payment of any undisputed sums due under the Licence in accordance with the provision of Clause 4 of the Licence then the UK Commission shall be entitled to charge interest on such late payments at a rate of three percent (3%) above the base rate of the Bank of England from time to time in force. Whenever any sum of money shall be recoverable from or payable by the Company to the UK Commission, the UK Commission may deduct the same from any sum then due to the UK Commission or which at any time thereafter may become due to the UK Commission either under the Licence or under any other agreement with the UK Commission.

27 LIMITATION OF LIABILITY

- 27.1 This Condition sets out the entire liability of the Parties to each other in relation to the subject matter of the Licence, whether in contract, tort (or deceit) or otherwise (including liability for any negligent act or omissions).
- 27.2 Neither Party shall have any other obligation, duty or liability to the other Party whatsoever in contract, tort (or deceit) or otherwise (including liability for any negligent act or omissions) except as set out in, and relating to the subject matter of, the Licence.
- 27.3 Neither Party shall exclude or limit any liability to each other for:
- 27.3.1 personal injury (including sickness and death) to the extent that such injury results from the negligence or wilful default of itself, its servants, agents or sub-contractors; or
 - 27.3.2 any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982. Save as set out in this Condition 27.3.2 all other implied terms, warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law excluded from the Licence; or
 - 27.3.3 fraud or fraudulent misrepresentation.
- 27.4 Except as provided in Condition 27.3, and except in respect of claims made pursuant to Conditions 2.6, 4.4, 16.3 and 20.4, neither Party shall be liable to the other Party for other losses arising under or in connection with the Licence, whether in contract, tort, (including negligence), misrepresentation (other than where made fraudulently), breach of statutory duty or otherwise for any loss of business contracts, profits, anticipated savings, goodwill, or revenue or for any indirect or consequential loss whatsoever incurred, whether or not either Party has been advised in advance of the possibility of any such loss
- 27.5 Except as provided in Condition 27.3, and subject to Condition 27.6 below in respect of claims made pursuant to Condition 2.6, 4.4, 16.3 and 20.4, the total aggregate liability in contract, tort, (or deceit) or otherwise (including liability for any negligent act or omissions) for direct loss or damages arising out of breach of the Licence or for any other liability

arising out of either Party's performance of its obligations under the Licence shall be limited to one hundred and fifty percent (150%) of the Licence Fee paid by the Company in the twelve (12) month period to the date in which the breach occurred (as determined at the date when the liability arose).

- 27.6 The parties hereby agree that the liability of the Party providing the indemnity under Conditions 2.6, 4.4, 16.3 and 20.4 shall be limited to claims which are either the subject of a final judgement of a court of competent jurisdiction or a settlement reached with the indemnifying Party's prior written consent (such consent not to be unreasonably withheld or delayed).

28 DISPUTE AND ESCALATION PROCEDURE

- 28.1 In the event of any dispute arising under the Licence, the following escalation procedure shall be immediately instigated by either Party with a view to prompt resolution.
- 28.2 The Parties shall each appoint a project manager who shall discuss and seek resolution within ten (10) Working Days of a referral being made by either Party.
- 28.3 If no resolution is reached, the dispute will immediately be escalated to the respective CEOs of the Parties for resolution within ten (10) Working Days of such referral.
- 28.4 If the Parties are unable to resolve the dispute in accordance with Conditions 28.2 and 28.3 then, without prejudice to any other rights or remedies which the Parties may have, the matter will be referred, upon acceptance by both Parties, to a jointly appointed independent third party with expertise in the relevant field to resolve the dispute.
- 28.5 If the Parties are unable to agree an independent third party on the application of either Party, such independent third party shall be appointed by the President for the time being of The Law Society of England and Wales.
- 28.6 The expert agreed or appointed pursuant to this Condition shall act as an expert and not an arbitrator and the expert's decision shall be final and binding on both Parties except in the case of manifest error.
- 28.7 The costs and expenses of any expert agreed or appointed shall be borne by such of the Parties and in such proportions as the expert may determine, failing which the costs shall be borne equally by both Parties.
- 28.8 Notwithstanding the referral of a dispute under this Condition both parties shall continue to perform their obligations under the Licence.
- 28.9 Nothing in this Condition 28 shall prevent any Party from commencing any action in any court of competent jurisdiction in relation to any dispute, or from taking any other action where necessary to protect or preserve any right of action it may have, but such proceedings shall be stayed to enable the provisions of this Condition 28 to be carried out.

29 GENERAL

- 29.1 The Licence shall not be amended except with the prior written approval of an authorised signatory of each of the Parties.
- 29.2 No failure, delay or indulgence on the part of either Party in exercising any of its rights under or in connection with the Licence shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right.
- 29.3 All notices, approvals and other communications to be given under the Licence shall be in writing and shall be sent by first class post or facsimile (such facsimile notice to be confirmed by letter posted first class within twenty four hours of the transmission of the

relevant facsimile) to the address of the other Party set out at the commencement of the Licence (or to such other address as the relevant Party may notify to the other under the provisions of this sub-condition).

- 29.4 Neither Party may assign or transfer the Licence without the prior written consent of the other Party.
- 29.5 The Licence together with the Standard Terms, the Network Agreement, the Customer Charter and Statement of Quality Requirements and the Policy and Practice Guides published by the UK Commission from time to time supersedes all prior agreements and undertakings between the Parties (save for any fraudulent misrepresentations) and constitutes the entire agreement between the Parties relating to the subject matter of the Licence. No addition to or modification of any provision of the Licence shall be binding upon the Parties unless made by a written instrument signed by a duly authorised representative of each of the Parties. If there is conflict between this Licence (including the Schedules) and any of the Standard Terms, the Network Agreement, the Customer Charter and Statement of Quality Requirements and the Policy and Practice Guides published by the UK Commission from time to time, the Licence (including the Schedules) will take precedence.
- 29.6 Unless expressly provided in the Licence, no term of the Licence is enforceable pursuant to the Agreements (Rights of Third Parties) Act 1999 by any person who is not a party to it, and the Parties to the Licence may terminate or vary any of the terms without the consent of any third party.
- 29.7 The Licence shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English courts.
- 29.8 If any provision of the Licence is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Licence had been executed with the invalid provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Licence, the Parties shall immediately commence good faith negotiation to remedy such invalidation.

Appendix 1

PRO FORMA CHANGE CONTROL NOTE

Sequential Number.

Title:

Number of pages attached:

WHEREAS the UK Commission for Employment and Skills and [insert name of Licensee] entered into a licence to operate as an Investors in People Centre agreement (Reference: *[insert Licence reference number]*) dated *[insert date]* (the "Investors in People Centre Licence ") and now wish to amend the Investors in People Centre Licence.

IT IS AGREED as follows

1. With effect from *[date]* the Investors in People Centre Licence shall be amended as set out in this Change Note.

[Note: set out full details of agreed change to the Services, including Additional Services, etc]

2. Save as herein amended all other terms and conditions of the Investors in People Centre Licence shall remain in full force and effect.

Authorised to sign for and on behalf of UK COMMISSION FOR EMPLOYMENT AND SKILLS	Authorised to sign for and on behalf of <i>[insert name of Licensee]</i>
Signature:	Signature:
[Name]	[Name]
[Title]	[Title]
UK Commission for Employment and Skills	[Licensee Name]
	[Licensee address]
Date:	Date:

Appendix 2

TRANSFERRING EMPLOYEES

1 Definitions

In this Appendix, unless the context otherwise requires, the following words shall have the following meanings:

"Final Staff List"	the list of Transferring Employees;
"Provisional Staff List"	a list of personnel including any employees or subcontractors of the Company who are wholly or mainly assigned to work in the provision of the Services and who are liable to transfer to a Replacement Licensee pursuant to the TUPE Regulations;
"Replacement Licensee"	any company, partnership, agency or other provider which the UK Commissions determines to be a successor to the Company in the provision of the Services or any part of the Services, who may for the avoidance of doubt be the UK Commission;
"Transfer Date"	as specified in paragraph 3.2 of this Appendix;
"Transferring Employees"	the employees of the Company or any subcontractor of the Company who are employed and wholly or mainly assigned to the provision of the Services (or such part thereof) immediately prior to the Transfer Date and are liable to transfer to a Replacement Licensee pursuant to the TUPE Regulations and "Transferring Employee" means any one of them; and
"TUPE Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended, extended or re-enacted.

2 Purpose of this Appendix

This Appendix sets out the Company's obligations in relation to the application of the TUPE Regulations to the Licence.

3 Application OF TUPE Regulations on Exit

- 3.1 In the event of the cessation of the performance of the Services or any part of the Services by the Company under the Licence, the provisions of the TUPE Regulations may apply to transfer an employee or employees of the Company or its subcontractors to a Replacement Licensee or Replacement Licensees. If the TUPE Regulations shall have effect (in the reasonable opinion of the UK Commission), the following provisions of this Appendix shall apply.
- 3.2 The UK Commission shall notify the Company as soon as reasonably practicable before the date of such cessation as specified in paragraph 3.1 above (the **"Transfer Date"**) who the UK Commission is proposing as the Replacement Licensee(s).

- 3.3 The Company shall during the period of three months prior to a Transfer Date or otherwise upon reasonable notice, upon reasonable request by the Replacement Licensee and subject to compliance with the Data Protection Act 1998, provide the Replacement Licensee with access (on reasonable notice and during normal working hours) to such relevant employment records as it may reasonably require as being necessary to put in place administrative arrangements for the transfer of Transferring Employees employed by the Company or its subcontractors on the Transfer Date and will allow the Replacement Licensee to have copies of any such documents and will provide all original records relating to the Transferring Employees to the Replacement Licensee on the Transfer Date (and where the Transferring Employees are employed by subcontractors, the Company will use its reasonable endeavours to procure the same).
- 3.4 The UK Commission and the Company acknowledge and accept that under the TUPE Regulations, the contracts of employment of each Transferring Employee will have effect (except in relation to occupational pension scheme benefits excluded under Regulation 10 of the TUPE Regulations) from the Transfer Date as if originally made between the Transferring Employees and the Replacement Licensee.
- 3.5 The Company warrants that as at the Transfer Date no Transferring Employee (save where the Company has notified the UK Commission and the Replacement Licensee to the contrary) to the Company's knowledge:
- 3.5.1 is under notice of termination; or
 - 3.5.2 is on long-term sick leave; or
 - 3.5.3 is on maternity leave; or
 - 3.5.4 is entitled or subject to any additional terms and conditions of employment other than those disclosed to the Replacement Licensee; or
 - 3.5.5 is the subject of formal disciplinary proceedings; or
 - 3.5.6 has received a written warning (other than a warning that has lapsed); or
 - 3.5.7 has taken or is the subject of a grievance procedure; or
 - 3.5.8 has objected, or has indicated an intention to object, in accordance with regulation 4(7) of the TUPE Regulations to his or her employment transferring to the Replacement Licensee under the TUPE Regulations.
- 3.6 The Company undertakes (and will procure that its subcontractors will undertake):
- 3.6.1 that it will continue to perform and observe all of its obligations and those of any of its predecessors under or in connection with the contracts of employment of the Transferring Employees up to the Transfer Date;
 - 3.6.2 to pay to the Transferring Employees all sums to which they are entitled up to the Transfer Date including, without limitation, all wages and salaries, sick pay, maternity pay, any liability to taxation, expenses, accrued bonus, commission and other sums payable in respect of any period up to the Transfer Date;
 - 3.6.3 to comply in all respects with Regulation 13 of the TUPE Regulations (and to provide to the Replacement Licensee such information that the Replacement Licensee may reasonably request in writing in order to verify such compliance).
- 3.7 In respect of the Transferring Employees there shall be apportioned as at the Transfer Date pro rata all emoluments and outgoings (including without limitation all wages, bonuses, PAYE, and employers' NIC) in respect of any period up to the Transfer Date and on and after the

Transfer Date between the Company and the Replacement Licensee, with the Company being responsible for the period up to the Transfer Date and the Replacement Licensee being responsible for the Transfer Date and the period thereafter.

4 Provision of information

The Company shall provide information to the Replacement Licensee in compliance with the following provisions:

- 4.1 The Company shall within 14 (fourteen) days of receiving such a request, provide to the Replacement Licensee a copy of any employment contracts, details of salary levels, information in relation to overtime levels, and details of any other contractual and non-contractual benefits in respect of personnel engaged in the provision of the Services.
- 4.2 Subject to the appropriate confidentiality undertakings being given, and further subject to any restrictions imposed by law including any obligation under the Data Protection Act 1998, the Company shall seven days after receipt by either party of notice of termination of the Licence (or, seven days after being required by the UK Commission by written notice in advance of the cessation of the performance of the Services or any part of the Services by the Company) provide, and use all reasonable endeavours to procure that any relevant subcontractor shall provide, to the Replacement Licensee:
 - 4.2.1 the Provisional Staff List;
 - 4.2.2 all material terms and conditions relating to the employment or engagement of the persons listed on the Provisional Staff List;
 - 4.2.3 written job descriptions (if such written job descriptions are in place) of the persons listed on the Provisional Staff List;
 - 4.2.4 details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings in respect of all persons on the Provisional Staff List together with details of any disciplinary and grievance proceedings that have taken place in the two years prior to the Transfer Date;
 - 4.2.5 details of any claims, current or threatened, brought by any persons on the Provisional Staff List or anyone previously employed or engaged by the Company in connection with the provision of the Services or their representatives together with details of any claims brought against the Company by any employee in the two years prior to the Transfer Date;
 - 4.2.6 any resignation notice delivered by any persons on the Provisional Staff List engaged in the performance of the Services;
 - 4.2.7 details of any persons on the Provisional Staff List who has been designated as a key employee or who might reasonably be regarded as a key employee in the context of the provision of the Services;
 - 4.2.8 the monthly payroll total of the persons on the Provisional Staff List;
 - 4.2.9 details of all arrangements or agreements (whether or not legally binding) entered into in relation to the persons on the Provisional Staff List with any trade union or organisation or body representing employees or employee representatives with a brief summary of the current state of negotiations with such bodies and with details of any current industrial disputes or claims for recognition by any trade union;
 - 4.2.10 details of the percentage of their working time in the three (3) months prior to the request that any persons on the Provisional Staff List have spent working in the provision of the Services; and

- 4.2.11 a list of all other personnel who are engaged, or have been engaged during the preceding six months, in the provision of Services, together with details of their roles and an explanation of why the Company does not consider that they will transfer under the TUPE Regulations (for example because the Company does not consider that the TUPE Regulations will apply at all or to them);

such information together being "Staffing Information".

- 4.3 Where Staffing Information has been provided in accordance with paragraph 5.2 above and the Company makes or becomes aware of any changes or discovers new information the Company shall notify the Replacement Licensee within seven days of any such change or discovery (and in respect of personnel employed by subcontractors the Company shall use all reasonable endeavours to procure that the Replacement Licensee is notified of any such changes).
- 4.4 The Company shall warrant to the UK Commission that to the best of its knowledge and belief any Staffing Information (including copies thereof) shall be complete and accurate in all respects and shall be kept complete and accurate in accordance with paragraph 5.3 above.
- 4.5 Five (5) working days prior to any Transfer Date the Company shall provide the Replacement Licensee with the Final Staff List and shall warrant that as at that Transfer Date:
- 4.5.1 the Final Staff List is complete and accurate;
- 4.5.2 all the Transferring Employees are employed or engaged by the Company or a subcontractor of the Company and no other person employed or engaged by the Company or a subcontractor is wholly or mainly assigned to work in the provision of the Services (or, on a partial cessation of the Services, the Services ceasing to be performed by the Company); and
- 4.5.3 it has disclosed to the UK Commission to the extent it can lawfully do so all material terms and conditions of employment or engagement relating to the Transferring Employees.
- 4.6 For the avoidance of doubt, the Company confirms that the UK Commission shall be permitted to copy information provided to it under these provisions:
- 4.6.1 in summary form to any person who has been invited to tender for the provision of the Services (or similar services); and
- 4.6.2 to any Replacement Licensee;
- provided that the UK Commission complies (and procures compliance by recipients) with the Data Protection Act 1998 and any other relevant obligations or restrictions imposed by law.

5 Restrictions on staffing changes

The Company will comply with the following provisions:

- 5.1 During the three (3) month period prior to the Licence terminating or otherwise from receipt of notice of termination of the Licence or otherwise receiving notice of the cessation of the performance of the Services or any part of the Services by the Company, the Company shall not, and shall procure that its subcontractors agree that they will not, other than in the ordinary course of business (to include any steps considered necessary by the Company to comply with the provision of the Services) (or if not within the ordinary course of business, without the prior written consent of the UK Commission, such consent not to be unreasonably withheld or delayed):
- 5.1.1 replace, accumulatively, a material number of the persons listed in the Company's

Provisional Staff List, deploy or assign any other person to perform the Services or increase the number of employees or terminate or give notice to terminate the employment or contracts of any persons on the relevant Company's Provisional Staff List; or

- 5.1.2 make, propose or permit any material changes to the terms and conditions of employment or engagement of any persons listed on the relevant Company's Provisional Staff List which may reasonably be viewed as detrimental from an employer's perspective; or
- 5.1.3 increase to any significant degree the proportion of working time spent on the Services by any of the Company's personnel; or
- 5.1.4 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment) applicable to any person listed on the relevant Company's Provisional Staff List;

and the Company will promptly notify the UK Commission, of the period of notice of termination given (by the Company or a subcontractor of the Company) or received (from any person listed on the Company's Provisional Staff List or Company's Final Staff List) regardless of when such notice takes effect.

- 5.2 Where the Company or a subcontractor of the Company proposes to effect or effects (whether in the ordinary course of business or otherwise) any changes envisaged under paragraph 6.1(a) above, the Company shall supply to the Replacement Licensee a copy and/or details of any such amendments at weekly intervals.

Appendix 3

CATEGORIES

The following table provides a definition of those persons falling within the Categories and therefore to be regarded as Customers belonging to an Investors in People Centre. Those Categories with a “Yes” in the final column are Customers and those with a “No” are not.

ID State on CRM Customer Journey	Category title on CRM Customer Journey	State description on CRM Customer Journey	Customer Y/N
1	Lead	<p>A lead is an organisation that has expressed an interest in Investors in People but <i>has not been qualified</i> by an Investors in People Centre. The organisation could be identified as:</p> <ul style="list-style-type: none"> (a) a referral - from a skills Broker; an SSC or other brokers; (b) by the UK Commission through its website(s); information line or marketing and promotional activity; (c) marketing and promotional activity; or (d) by an Investors in People Centre itself. <p>All leads must be monitored and recorded when they move to the next state, or when and why they become ‘Not Interested’. It is probable that a lead will have a basic ‘awareness’ but very little understanding of Investors in People.</p>	No
2	Prospect	<p>A prospect is the first stage that an organisation becomes a Customer and is owned by a particular Investors in People Centre. A lead converts (“has been qualified”) and becomes a prospect where there is:</p> <ul style="list-style-type: none"> (a) Written confirmation (email or letter) either from an Investors in People Centre or the organisation saying a meeting has been organised to discuss them doing Investors in People. (b) An agreement in writing to attend or booking by an organisation for a free or paid-for workshop about Investors in People. (c) Registration on an Investors in People tool by an organisation where the Investors in People Centre has driven them to the tool via a specific weblink/URL. <p>The organisation will be interested in moving forward but not yet ready to commit.</p> <p>An organisation shall be classified as a prospect for 6 months (as per the Event Timeout Periods table). After this 6 month period expires then other relevant Investors in People Centres (i.e. the customer organisation sits within the jurisdiction as detailed in their licence) can approach the organisation to gain as their customer.</p> <p>Centres need to monitor where the prospect came from although it will often be from a lead. Reasons why organisations drop out must be recorded.</p>	Yes

3	Not Interested	An organisation that was in either a lead or prospect state will move to “not interested” if the organisation no longer wants to move forward on the customer journey. The reason for organisation not being interested needs to be recorded together with actions taken to avert the organisation walking away.	No
4	Committed	An organisation becomes committed when it has developed an action plan and/or strategy which define how it is going to implement Investors in People. It is possible that an organisation may become committed without being a lead or prospect. It is quite probable that a number of organisations will jump straight from lead to commitment.	Yes
5	Continuing Assessment	Continuing assessment is when a committed organisation has been assessed but does not meet all of the requirements to attain the Standard. The organisation develops an action plan to demonstrate how it will address development areas.	Yes
6	De-Committed	An organisation that made a commitment but does not want an assessment. The reason for drop-out needs to be recorded together with actions taken to avert drop-out.	No
7	Recognised	An organisation is recognised when it has demonstrated through a successful assessment that it fully meets all the principles, indicators and evidence requirements of the Investors in People Standard. A review should take place at least every 3 years although this may be more frequent. There are different forms of review such as ‘Standard’, ‘Profile’, ‘Internal’ and ‘Rolling’. The type of review needs to be recorded.	Yes
8	Retaining Recognition	Retaining recognition is when a recognised organisation is found at review not to be meeting all the indicators of the Standard. The organisation needs to develop an action plan to demonstrate how it will address development areas.	Yes
9	De-Recognised	An organisation is de-recognised when they are no longer working towards an assessment because they no longer meet the requirements of the Investors in People Standard and do not wish to continue with the IIP process. Alternatively, an organisation might choose not to undertake an assessment and all remedial action taken to address the situation has failed. The reason for de-recognition needs to be recorded as well as actions taken to avert de-recognition.	No
10	Converged	A convergence takes place when an organisation, whether committed, in a continuous assessment, recognised or retaining recognition state, merges with a larger organisation that is recognised or joins with a number of other parts of an organisation to undertake a ‘corporate assessment’. It can also be that an organisation moves from one Investors in People Centre to another. For both reasons the employees are still covered by IIP but the entity that holds those employees has changed in some way. The converged	Yes

		status is also used when there has been a successful or unsuccessful rolling review event. This means that the overall status of the account is not affected but the assessment record is captured.	
11	Recognition Revoked	Under extreme circumstances, the UK Commission may need to unilaterally withdraw recognition status from an organisation.	No

Lapse timings for each of these categories are set out below and are on page 9 of the Technical Requirements document. From time to time it may be necessary for the UK Commission to amend the timeout / customer journey details, following which changes to the delivery centre CRM systems and data instance may be required.

Event Timeout Periods

ID	State Title	Months	Years
1	Lead	12	1
2	Prospect	6	0.5
3	Not Interested	0	0
4	Committed	39	3.25
5	Continuing Assessment	12	1
6	De-Committed	0	0
7	Recognised	42	3.5
8	Retaining Recognition	24	2
9	De-recognised	0	0
10	Converged	0	0
11	Recognition revoked	0	0

Note on Extensions

There are five customer journey states where extensions can take place and these fall into categories:

1. Permission required from the UK Commission

Following written approval by the UK Commission for Employment and Skills extensions (over and above the event timeout periods detailed previously) can on occasion be granted for Commitments, Continued Assessments, Recognitions and Retaining Recognitions. This is implemented on the IIP Centres CRM/MIS system by updating the assessment due date (as this is what UK Commission for Employment and Skills intends to use to calculate the timeout date).

Customers can not “remain” in Retaining Recognition state and will become de-recognised normally after the elapsed period specified in the above table, however under some extenuating circumstances the timeout may be extended once, by additional 12 months.

It should be noted that when an extension is granted the next review due date should be 36 months from the review due date and NOT actual project date (e.g. if you had a recognition that you extended for 2 months and then reviewed after those two months the next review due would be due in 34 months and NOT 36)