

Date



Course Provider Accreditation Agreement

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THIS AGREEMENT is made on the _____ day of _____ 20____

PARTIES

(1) **The National Examination Board in Occupational Safety and Health** a company organised under the laws of England and Wales, with the company registration number 02698100, whose registered office is at Dominus Way, Meridian Business Park, Leicester, Leicestershire LE19 1QW ("**NEBOSH**").

(2) [_____] a company organised under the laws of [_____], company number [_____], whose registered office is at [_____] having its principal place of business at [_____] (the "**Provider**").

Or

"[XYZ College] incorporated under the laws of [INSERT COUNTRY] whose address is at [INSERT ADDRESS]" (the "**Provider**").

Each a "**party**" and collectively the "**parties**".

RECITALS

- (A) NEBOSH is a global provider of accredited and recognised health and safety, environmental and risk management qualifications through the appointment of Accredited Course Providers who provide Course Programmes leading to NEBOSH Qualifications.
- (B) The Provider wishes to engage in the business of providing Course Programmes leading to NEBOSH Qualifications and applies to become a NEBOSH Accredited Course Provider.
- (C) NEBOSH hereby appoints the Provider as a NEBOSH Accredited Course Provider subject to the terms and conditions of this Agreement.

For the avoidance of any doubt the recitals shall form part of this Agreement.

NOW IT IS AGREED AS FOLLOWS

1 Definitions and Interpretations

1.1 The following terms shall have the following meanings:

Accreditation Condition	means any requirement by NEBOSH which the Provider must meet in order to become an Accredited Course Provider or to maintain its Accredited Course Provider status. An Accreditation Condition may be imposed by NEBOSH at any stage during the process of the Provider becoming an Accredited Course Provider or as a result of ongoing monitoring, audit or inspection of the Provider;
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Accreditation Criteria	means the minimum requirements that a Provider must meet in order to achieve or maintain Accredited Course Provider status to offer Course Programmes, as specified by NEBOSH in writing and as amended from time to time;
Accredited Course Provider	means any individual, organisation, college, teaching establishment, institution or other entity which is accredited by NEBOSH to offer Course Programmes to Students and enter Candidates for Assessment Tasks set for a Qualification or Unit. The term “centre” is commonly used by Regulatory Authorities to denote the same;
Agreement	means this Agreement together with the schedule attached to this Agreement and any Rules, policies and other documents referred to in this Agreement, as amended from time to time in accordance with the terms and conditions contained herein;
Application Forms	means Part A, Part B and (where applicable) Part C application forms completed and submitted by the Provider and the information contained therein, together with any other information requested by NEBOSH during the application process and submitted by or on behalf of the Provider, prior to entering into this Agreement, which represents the basis upon which NEBOSH has entered into this Agreement with the Provider;
Assessment	means the process of making judgements about the extent to which a Candidate’s work meets the Assessment Criteria for a Qualification or Unit. This includes any External Assessment or Internal Assessment;
Assessment Criteria	means the requirements that Candidates need to meet in order to achieve success (or a given grade) in a Qualification or Unit or part of a Unit;
Assessment Task(s)	means any activity or activities undertaken by an individual Candidate to show that he or she can meet the required standard for a Qualification or Unit. Assessment Tasks may be in the form of External Assessment or Internal Assessment, including written Examinations, practical Examinations, tests, assignments and projects;
Assessor(s)	means any person nominated and engaged by the Provider and approved by NEBOSH to mark a Candidate’s responses to any Assessment Task(s) undergone as an Internal Assessment. Assessors are appointed to judge the evidence of a Candidate’s work;
Awarding Body	means an organisation or consortium that awards qualifications. To be eligible to award accredited

qualifications, an Awarding Body must first meet the relevant requirements of the relevant Regulatory Authority. NEBOSH is an Awarding Body approved by Scottish Qualifications Authority (SQA) Accreditation;

Candidate	means any Student who has undergone Registration with NEBOSH for a Qualification or Unit. A NEBOSH Student becomes a NEBOSH Candidate once they have registered for an Examination to undertake Assessment Tasks capable of leading to a Qualification or Unit;
Commencement Date	means the date of this Agreement as set out above;
Complaints Procedure	means the NEBOSH procedure detailing how complaints can be made to NEBOSH, as set out on the Website;
Confidential Information	means information however stored or retained relating to the business, products, affairs and finances of NEBOSH for the time being confidential to NEBOSH and trade secrets including, without limitation, technical data and know-how relating to the business of NEBOSH or any of its or their business contacts;
Course Programme(s)	means any programme(s) or course(s) of study approved by NEBOSH and delivered by the Provider to prepare Students for Assessment Tasks set for a Qualification or Unit;
Course Provider Complaint and Dispute Resolution Procedure	means the Provider procedure detailing how Students or Candidates can make a complaint to the Provider and/or appeal against any Provider decision;
Course Provider Interface	means the online facility available through the Website, which Accredited Course Providers are required to use particularly for the Registration of Candidates and accessing important Examination documentation;
Course Provider Number	means the unique reference number allocated by NEBOSH to the Provider for identification purposes;
Enrolment	means the process that applies to Students taking a diploma-level Qualification whereby all Units or other components of such a Qualification must be completed within the stated enrolment period to achieve the overall Qualification. Students who have undergone Enrolment must still register for individual Examinations;
Examination	means the controlled conditions specified by NEBOSH during which Candidates respond to Assessment Tasks, including written Examinations, multiple choice

	Examinations, practical Examinations and written assignments;
Examinations Officer	means the person nominated by the Provider to take responsibility for the security arrangements for Examination materials and Assessment Tasks;
Examiners' Reports	means the reports available on the Website providing feedback in key areas and designed to assist Candidates and Accredited Course Providers in preparing for future Assessments;
External Assessment	means a form of independent Assessment in which Question Papers, assignments and Assessment Tasks are set by NEBOSH, taken under specified conditions (including details of supervision and duration) and marked by NEBOSH;
Fees	means the charges levied by NEBOSH, including but not limited to Accredited Course Provider fees, Candidate Registration fees and Candidate Enrolment fees, as set out on the Website and amended from time to time;
Guide(s)	means the NEBOSH publication(s) containing the Syllabus, Assessment Tasks and specification for a NEBOSH Qualification;
Head of Course Provider	means the person named and nominated by the Provider responsible for overall quality assurance, management and administration of Course Programmes and Assessment Tasks leading to NEBOSH Qualifications. The Head of Course Provider will usually be the College Principal, University Vice Chancellor or the Managing Director of a private course provider;
Intellectual Property Rights	means any and all patents, trademarks (including without limitation the NEBOSH Logo and the NEBOSH Accredited Course Provider Logo), rights in domain names, rights in designs, copyrights (including for the avoidance of doubt and without limitation, copyrights in Qualifications, Question Papers, NEBOSH mark schemes, Examiners' Reports, Syllabuses, Guides, NEBOSH text books, NEBOSH certificates, and NEBOSH parchments), and database rights, whether registered or not or any applications to register or rights to apply for the registration for any of the foregoing, rights in confidential information and all intellectual property rights of a similar or corresponding character which may subsist now or in the future in any part of the world;
Internal	means an Assessment where Candidates' responses to

Assessment	Assessment Tasks are marked by an Assessor. In relation to any Internal Assessment, NEBOSH will specify the controls that will apply to how work is set, the conditions under which it will be done and how it will be assessed. Any Internal Assessment may be subject to external moderation or verification by NEBOSH;
Invigilator(s)	means a person nominated by the Provider who supervises individuals taking an Examination or Assessment;
Lead Tutor(s)	means a person nominated and engaged by the Provider and approved by NEBOSH, responsible for managing and supervising Tutor(s) and ensuring teaching materials are relevant and current. A Lead Tutor must be technically competent in the content of the Qualification being delivered and have an appropriate level of teaching and supervisory experience;
Malpractice	means any action, neglect, default or other practice by any Candidate and/or the Provider, or of any other person, organisation, entity, or Third Party Service Provider employed, engaged, connected to or facilitated by the Provider in connection with the Services, that compromises or could compromise the Assessment process, the integrity of any Qualification or Unit, the validity of any result or certificate and/or the reputation and credibility of NEBOSH, any Qualification or Unit, SQA Accreditation or the wider qualifications community. Further details of what constitutes Malpractice and NEBOSH's Malpractice policy are set out on the Website;
Marking	means the process by which Assessors and examiners use a mark scheme and professional judgment to assess Candidate responses to Assessment Tasks;
NEBOSH Images	includes, but is not limited to, any image displaying the NEBOSH name, NEBOSH Logo, NEBOSH Accredited Course Provider Logo, NEBOSH exhibition stands, NEBOSH office building, NEBOSH publications or documents whether in electronic form or otherwise, including newsletters, Question Papers, NEBOSH mark schemes, Examiners' Reports, NEBOSH certificates, NEBOSH parchments, Syllabuses, Guides, NEBOSH text books, etc. or any reference whatsoever to the NEBOSH brand;
NEBOSH Accredited Course Provider Logo	means the version of the NEBOSH Logo made available to the Provider (whether in electronic form or otherwise) that includes the applicable Course Provider Number for promotional and advertising purposes as set out on the

Website or any such other version or iteration of the logo as NEBOSH may at its absolute discretion make available to the Provider. Please see “Use of the NEBOSH Accredited Course Provider Logo” for further information;

NEBOSH Logo	means the NEBOSH trademark logo displayed on the cover of this Agreement which together with the NEBOSH name represents the NEBOSH brand. Use of the NEBOSH Logo and NEBOSH name is restricted and neither may be used without NEBOSH's prior written approval. Further information on use of the NEBOSH Logo and use of the NEBOSH brand by third parties, is available on the Website.
Provider	means the Accredited Course Provider who is party to this Agreement;
Qualification	means an award made by NEBOSH (as the Awarding Body for the purposes of this Agreement) for demonstration of achievement or competence;
Question Paper(s)	means a document generated by NEBOSH and forwarded to the Provider containing the Assessment Tasks to which Candidates provide written responses during an Examination;
Registration	means the process of requiring Students to register for each individual Examination they wish to undertake. Students who have undergone Enrolment must still register for individual Examinations;
Regulatory Authority	means any organisation or department designated by any government to establish and to secure compliance with national standards for qualifications, and includes but is not limited to SQA Accreditation. NEBOSH is regulated by SQA Accreditation;
Rules	means the rules, regulations, procedures, instructions and requirements in relation to the Services set out by NEBOSH and/or any Regulatory Authority (including but not limited to regulatory principles or any other regulatory requirements published by SQA Accreditation) from time to time, including the terms of this Agreement, NEBOSH's “Instructions for Conducting Examinations”, NEBOSH's Malpractice policy and any other policies issued by NEBOSH from time to time and set out on the Website;
Sanctions	means any sanctions, penalties allowable in law or conditions that NEBOSH may impose for non-compliance with any Accreditation Criteria and/or any Rules or applicable NEBOSH policies;

Script	means a Candidate's written response to any Assessment Task(s), whether in the form of External Assessment or Internal Assessment, including an answer sheet to a multiple choice Examination;
Services	means all of the activities the Provider undertakes in the performance of this Agreement;
Student	means any individual who has signed up for a Course Programme with the Provider. A Student becomes a Candidate following Registration with NEBOSH for an Examination or other Assessment that is capable of leading to a Qualification or Unit;
Student Terms	means the NEBOSH General Student Terms and Conditions relating to Enrolment with NEBOSH and Registration for NEBOSH Examinations, as set out on the Website and as amended from time to time;
Suspension	<p>means any period when NEBOSH temporarily withdraws any or some of the Provider's rights (and benefits) under the Agreement to perform the Services including, but not limited to, the ability to register students for Examinations, enrol Students on diploma-level Course Programmes, arrange Examinations, access the Course Provider Interface, or recruit Students for Course Programmes, for a period specified by NEBOSH, or until the Provider has to NEBOSH's satisfaction met remedial conditions specified by NEBOSH.</p> <p>During any period of Suspension NEBOSH may also remove the Provider's contact details from the "Find a Course Provider" section of the Website.</p> <p>NEBOSH may, without limitation, issue a Suspension where there is (or threatened to be) any non-compliance by the Provider with any of the terms of the Agreement, with any Rules, any NEBOSH applicable policies, including NEBOSH's Malpractice policy, any provision of Services that in NEBOSH's opinion do not meet the standard required by NEBOSH or any Regulatory Authority (including unsatisfactory Examination or Assessment results), where any information required by NEBOSH from the Provider under this Agreement is not provided, ceases to be accurate or is misleading, or where the Provider fails to pay any relevant Fee(s) as required.</p> <p>All cognate terms shall be construed accordingly.</p>
Syllabus	means an outline and summary of topics to be covered by a Qualification or Unit, contained within the Guide(s) for

such Qualification;

Team	means the team of Tutors, including the Lead Tutor(s), and Assessors nominated and engaged by the Provider and approved by NEBOSH;
Term	means the duration for which the Provider is accredited to offer any Qualification(s) under this Agreement, as set out in the schedule attached to this Agreement;
Third Party Service Provider	means any third party individual, introducer, referrer, intermediary, organisation or other entity (whether a group company, subsidiary or otherwise of the Provider), engaged by the Provider in connection with the provision of Services under this Agreement. This includes any other NEBOSH Accredited Course Provider engaged by the Provider. Examples of where Third Party Service Providers may be nominated by the Provider, include but are not limited to those engaged in the promotion of Course Programmes, the provision of Venues, the provision of course material and the running and administration of Examinations. Third Party Service Providers must be approved by NEBOSH;
Trackback	means the recommended form of secure courier delivery allowing the current status of a package to be followed while it is in transit;
Translator(s)	means any person(s), organisation or other entity nominated and engaged by the Provider and approved by NEBOSH to translate Scripts and Practical Assessments into English;
Tutor(s)	means any person(s) nominated and engaged by the Provider and approved by NEBOSH to deliver Course Programme(s), or part of Course Programme(s), to prepare Students for Assessment Tasks set for a Qualification or Unit;
Unit	means the smallest part of a Qualification which is formally reported and can be separately certificated;
VAT	means value added tax chargeable under English law from time to time and any similar additional tax;
Venue(s)	means the location/premises specified by the Provider where any Course Programme delivery, or any part of Course Programme delivery, and/or any Examination or other Assessment Task, takes place; and
Website	means the NEBOSH website http://www.nebosh.org.uk

- 1.2** All of the terms and conditions of the schedule attached to this Agreement, the Application Forms and any other associated/supporting documents including any amendments thereto, are incorporated herein to this Agreement and made a part hereof as if such terms and conditions were set forth in this Agreement. The parties agree that in the event of any conflict, the terms of this Agreement (as amended) shall control the parties' rights and obligations and shall prevail over all other documents.
- 1.3** References to any clause or to the schedule attached to this Agreement are references to the corresponding clause and the schedule attached to this Agreement respectively and references to paragraphs are references to paragraphs in the relevant schedule attached to this Agreement.
- 1.4** The schedule attached to this Agreement forms an integral part of this Agreement.
- 1.5** Unless the context otherwise requires, words importing the singular include the plural and vice versa, references to any gender include every gender and references to person(s) include an individual, company, corporation, firm, partnership, unincorporated association or body of persons.
- 1.6** The headings to clauses, to the schedule attached to this Agreement and to paragraphs are inserted for convenience only, have no legal effect and shall not affect the interpretation of this Agreement.
- 1.7** Reference to include and including are to be construed without limitation.
- 1.8** Reference to days means working days in England unless specified to be otherwise.
- 1.9** References to any statute or statutory provisions will, unless the context otherwise requires, be construed as including references to any earlier statute or the corresponding provisions of any earlier statute, directly or indirectly amended, consolidated, extended or replaced by such statute or provision, or re-enacted in such statute or provision, and to any subsequent statute or the corresponding provision of any subsequent statute directly or indirectly amending, consolidating, extending, replacing or re-enacting the same and will include any orders, regulations, instruments, or other subordinate legislation made under the relevant statute or statutory provision which are in force prior to the Commencement Date or subsequently.
- 1.10** A reference to **writing** or **written** includes faxes and e-mail.

2 Appointment and scope

- 2.1** NEBOSH appoints the Provider as an Accredited Course Provider for the provision of the Services during the Term.
- 2.2** In consideration of payment of the Fees NEBOSH shall permit the Provider to offer to Students for the Term and in accordance with the terms of this Agreement, Course Programmes which may lead to those NEBOSH Qualifications or Units for which the Provider is an Accredited Course Provider.
- 2.3** The Provider shall perform the Services as set out in this Agreement.

- 2.4** The Provider being appointed as an Accredited Course Provider does not mean that NEBOSH has approved all teaching and course materials as being satisfactory and fit for purpose, and it is the responsibility of the Provider to ensure that all teaching and course materials are satisfactory and fit for purpose.
- 2.5** The Provider must not employ, engage, or enter into any agreement with any Head of Course Provider, Lead Tutor(s), Tutor(s), Assessor(s), Translator(s) or Third Party Service Provider(s), or delegate any of its duties or obligations arising under this Agreement without first obtaining written approval from NEBOSH. NEBOSH may in its sole discretion withhold approval to the appointment of any Head of Course Provider, Lead Tutor(s), Tutor(s), Assessor(s), Translator(s) or Third Party Service Provider(s).
- 2.6** Following approval by NEBOSH for the Provider to appoint any Head of Course Provider, Lead Tutor(s), Tutor(s), Assessor(s), Translator(s) or Third Party Service Provider(s), the Provider is responsible for the continued monitoring of any Head of Course Provider, Lead Tutor(s), Tutor(s), Assessor(s), Translator(s) or Third Party Service Provider(s) so appointed, in order to ensure performance (including teaching performance where appropriate) is satisfactory and fit for purpose.
- 2.7** NEBOSH's approval to the employment or engagement of any Head of Course Provider, Lead Tutor(s), Tutor(s), Assessor(s), Translator(s) or Third Party Service Provider(s) by the Provider in connection with the Services under this Agreement does not infer that NEBOSH is satisfied with, or gives any assurances in respect of, the teaching, academic, technical ability or otherwise of any such Head of Course Provider, Lead Tutor(s), Tutor(s), Assessor(s), Translator(s) or Third Party Service Provider(s).
- 2.8** The employment or engagement by the Provider in connection with the Services under this Agreement of any Head of Course Provider, Lead Tutor(s), Tutor(s), Assessor(s), Translator(s), Third Party Service Provider(s) or any other person, organisation or entity in connection with the Services, is entirely at the risk of and the responsibility of the Provider.
- 2.9** The Provider acknowledges and agrees that NEBOSH shall be free at any time and without obligation reserves the right to accredit other course providers and continue to offer other course providers in the same territory as the Provider rights and obligations similar to or different from those given to the Provider under this Agreement.

3 Changes to appointment and scope

- 3.1** If the Provider wishes to extend the Term or make any changes relating to any of the rights under the schedule attached to this Agreement (including offering additional Qualifications), it shall submit a written request to NEBOSH for consideration. The written request should follow the lines of the Application Forms and should contain sufficient detail as set out in the Application Forms in order for NEBOSH to make a decision.
- 3.2** Any written request pursuant to clause 3.1 must be approved by NEBOSH in writing before the Provider implements any changes.

- 3.3** Should the Provider become an Accredited Course Provider in respect of any additional Qualification(s) or if the Term is extended then this Agreement may be varied by issuing a new schedule to this Agreement and/or adding any additional Qualification(s) to the schedule attached to this Agreement in accordance with clause 25.13, or by issuing a new Agreement.
- 3.4** Three months before the end of the Term NEBOSH may contact the Provider, but shall not be obliged to do so, and invite it to apply to renew its Accredited Course Provider status.
- 3.5** Accredited Course Provider status may be renewed if the Provider can satisfy the Accreditation Criteria applicable at the time. In addition an overall assessment of the Provider's performance of the Services (including Examination or Assessment results) will be undertaken by NEBOSH. If NEBOSH in its sole discretion is not satisfied that the Provider has complied with the quality standards required by NEBOSH and/or any Regulatory Authority or where Examination or Assessment results have been unsatisfactory or for any other reason which NEBOSH considers relevant, the Provider's Accredited Course Provider status may not be renewed by NEBOSH or may be renewed with Accreditation Conditions or Sanctions.
- 3.6** Without prejudice to any of its other rights, NEBOSH may elect not to invite the Provider to apply to renew its Accredited Course Provider status if the volume of business or level of Fees transacted by the Provider in the previous 12 months is of a level which in NEBOSH's opinion, renders renewal of the Accredited Course Provider status to be no longer commercially viable.
- 3.7** NEBOSH may impose Accreditation Conditions, a Suspension or Sanctions at any stage of this Agreement to ensure compliance with Accreditation Criteria, this Agreement, any Rules, applicable NEBOSH policies and/or the requirements of any Regulatory Authority. The Provider will be informed of the imposition of any Accreditation Conditions, a Suspension or Sanctions and the circumstances in which the appeal process, available under clause 26 applies, should the Provider wish to challenge any Accreditation Conditions, a Suspension or Sanctions imposed during the Term of the Agreement.
- 3.8** If the Provider is not invited to apply to renew its Accredited Course Provider status, and/or its Accredited Course Provider status is not renewed for whatever reason, its Accredited Course Provider status will cease at the end of the Term, unless the Agreement is terminated earlier under clause 17.

4 Fees, payments and credit checks

- 4.1** In consideration of the benefits provided to the Provider under the terms of this Agreement including NEBOSH making the Provider an Accredited Course Provider, the Provider agrees to pay NEBOSH the Fees (and any applicable VAT and/or any other taxes, duties or import which fall due) in accordance with the terms of this Agreement.
- 4.2** NEBOSH reserves the right at any time to charge additional fees to the Provider in relation to any changes which the Provider makes which leads to an additional expense and/or cost to NEBOSH. Changes to the Venue, the submissions set out

in the Application Forms and any other significant changes to the basis and/or information upon which the Provider offered to provide the Services may be regarded as an additional expense.

- 4.3** All Fees are payable in pounds sterling. The Provider will not be entitled to withhold or reduce any payment required by NEBOSH to be made under the terms of this Agreement for any reason whatsoever.
- 4.4** When using the invoice option, all invoices must be paid by the Provider within the agreed credit terms. For the avoidance of doubt time is of the essence.
- 4.5** If NEBOSH does not receive prompt payment of any Fees that fall due under the terms of this Agreement, without prejudice to any of its other rights NEBOSH may terminate this Agreement in accordance with clause 17 or impose Sanctions or Suspension.
- 4.6** Without prejudice to any of its other rights NEBOSH shall be entitled to charge interest on overdue payments at the rate of 4% above the base rate of Nat West Bank plc based in London until payment is received by NEBOSH in full and cleared funds.
- 4.7** NEBOSH reserves the right to amend Fees or introduce new fees (which, once implemented, shall be deemed 'Fees' for the purposes of this Agreement) by giving 3 months' notice to the Provider. NEBOSH shall act in good faith when assessing changes to the Fees.
- 4.8** Where the Provider registers a Student and pays Fees on behalf of a Student prior to the Provider receiving cleared funds to cover the cost of registering the Student or any associated Fees, the Fees paid by the Provider to NEBOSH shall be non-refundable. NEBOSH shall have no liability to the Provider in connection with any such unrecovered costs or associated Fees and shall not refuse to mark or award the relevant Qualification or Unit to the Student.
- 4.9** Where the Provider does not recover its costs for registering a Student or any associated Fees in accordance with clause 4.8, the Provider is not entitled to delay the marking of any Assessments or the translation of any scripts, or withhold results, certificates or parchments, pending receipt of payment of the cost of registering the Student or any associated Fees.
- 4.10** NEBOSH reserves the right to use details of the Provider and any of its Third Party Service Providers to supply such details to other third parties in order to establish financial and/or business status. The Provider hereby gives (and shall ensure any Third Party Service Providers give) all necessary consents to permit NEBOSH to carry out such checks (including credit checks) and the Provider shall co-operate (and shall use its best endeavours to ensure any Third Party Service Providers co-operate) in providing any information required in this context.

5 NEBOSH obligations

- 5.1** NEBOSH shall during the Term:
 - 5.1.1** provide all reasonable assistance and information to enable the Provider to perform and/or provide the Services during the Term of this Agreement;

- 5.1.2 allow the Provider to use the NEBOSH Accredited Course Provider Logo, provided that such use complies with the requirements set out in NEBOSH's "Use of the NEBOSH Accredited Course Provider Logo" branding guidelines, as set out on the Website and as amended from time to time, and this Agreement. Any other use by the Provider of the NEBOSH name, NEBOSH Logo, NEBOSH Images or other Intellectual Property Rights, registered or unregistered, of which NEBOSH is the proprietor, shall be subject to NEBOSH's prior written approval; and
- 5.1.3 act dutifully and in good faith towards the Provider in connection with the performance of its obligations under this Agreement.

6 Provider obligations

6.1 Without prejudice or limitation to its other obligations set out elsewhere in this Agreement, the Provider shall during the Term:

- 6.1.1 promptly, diligently and professionally provide, and ensure that all other persons, Third Party Service Providers and other organisations and entities employed, engaged, connected to or facilitated by the Provider in connection with the Services, provide the Services in accordance with the terms of this Agreement, the Rules, and all applicable NEBOSH policies (as set out on the Website and as amended from time to time), using its best endeavours to enhance the reputation and quality of NEBOSH, the Qualifications and Units, the Syllabus and the Assessment Tasks in the process;
- 6.1.2 provide the Services in accordance with any standards that NEBOSH and/or any Regulatory Authority may set out from time to time and comply with all laws and regulations applicable to the Provider and/or NEBOSH;
- 6.1.3 not by means of any act or omission cause or risk causing NEBOSH to breach the regulatory principles or any other regulatory requirements relevant to the Qualifications, published by SQA Accreditation and/or any other Regulatory Authority, from time to time;
- 6.1.4 except as otherwise provided in this Agreement, at all times during the Term, obtain, maintain and make available all necessary assets, equipment, premises, vehicles, personnel and other facilities required for the supply of the Services;
- 6.1.5 ensure any software used in the provision of Services and performance of its obligations under this Agreement is maintained and secure at all times;
- 6.1.6 ensure that the manner in which the Services are performed or provided is not detrimental to the NEBOSH name, business, or any NEBOSH Intellectual Property Rights or any other such similar rights and interests of NEBOSH;
- 6.1.7 act dutifully and in good faith towards NEBOSH in all matters relating to the performance of its obligations under this Agreement;

- 6.1.8** notwithstanding NEBOSH's approval to the employment or engagement of any Head of Course Provider, Lead Tutor(s), Tutor(s), Assessor(s), Translator(s) or Third Party Service Provider(s):
- 6.1.8.1** be primarily responsible and liable at all times in respect of all acts, defaults, errors and omissions of any of its employees, Head of Course Provider, Lead Tutor(s), Tutor(s), Assessor(s), Translator(s) or Third Party Service Provider(s) as fully as if they were the acts, defaults, errors, or omissions of the Provider and no such employment or engagement of any Head of Course Provider, Lead Tutor(s), Tutor(s), Assessor(s), Translator(s) or Third Party Service Provider(s) by the Provider shall relieve the Provider from any of its obligations or liabilities under this Agreement; and
 - 6.1.8.2** at all times continue to provide active supervision of any work done by any Head of Course Provider, Lead Tutor(s), Tutor(s), Assessor(s), Translator(s) or Third Party Service Provider(s);
- 6.1.9** inform NEBOSH in advance and provide NEBOSH with reasonable details thereof of any event or circumstance which the Provider is aware (or ought reasonably to have been aware) is likely to have a detrimental effect on NEBOSH and/or the Services;
- 6.1.10** follow NEBOSH's lawful and reasonable orders and instructions from time to time in relation to the performance of the Services and, in the absence of any such orders or instructions in relation to any particular matter, to act in such manner as the Provider ought reasonably to have considered to be most beneficial to NEBOSH;
- 6.1.11** have and maintain throughout the Term of this Agreement its own policies and procedures to ensure that the provision of Services under this Agreement is in accordance with this Agreement and enforce any breaches of those policies and/or procedures;
- 6.1.12** have and maintain throughout the Term of this Agreement its own Course Provider Complaint and Dispute Resolution Procedure and ensure all Students and Candidates are aware of how to complain to the Provider and appeal against any decision of the Provider and deal with any such complaints or appeals without unreasonable delay;
- 6.1.13** have and maintain at all times throughout the Term of this Agreement and for 6 years after its expiry or termination, adequate insurance cover with a reputable insurance company, in respect of all types of liability for which the Provider may be potentially liable under this Agreement, including but not limited to employers' liability, public liability, professional indemnity liability and cyber liability and, if so requested by NEBOSH, provide both the insurance certificates giving details of all such cover and the receipts for the current year's premiums to NEBOSH.
- 6.1.14** not describe itself as agent or representative of NEBOSH and/or commit or bind NEBOSH, or purport to do so, in any way except as expressly authorised by NEBOSH in writing;

- 6.1.15 not make any representations or give any warranties or guarantees to Candidates and/or Students in relation to success or any other outcome in any Examination and/or Assessment;
- 6.1.16 provide promptly in writing to NEBOSH full details of any change in the name, trading name, management, control or ownership of the Provider, (including but not limited to changes to any owners, directors or partners of the Provider). Under clause 17, NEBOSH reserves the right to terminate this Agreement and withdraw Accredited Course Provider status of the Provider, where the Provider changes name, trading name or management and NEBOSH will terminate this Agreement and withdraw the Accredited Course Provider status of the Provider following any changes in control or ownership of the Provider;
- 6.1.17 provide promptly in writing to NEBOSH full details of any proposed change to the Head of Course Provider. Any proposed change to the Head of Course Provider must be approved by NEBOSH in writing, before any appointment is made by the Provider. Under clause 17 NEBOSH reserves the right to terminate this Agreement, and withdraw Accredited Course Provider status of the Provider, where a change in Head of Course Provider brings about a change in control or ownership of the Provider;
- 6.1.18 provide promptly in writing to NEBOSH full details of, and any proposed changes to, the appointment of any Lead Tutor(s), Tutor(s), Assessor(s), or Translator(s). Any changes to Lead Tutor(s), Tutor(s), Assessor(s) or Translator(s) must be approved by NEBOSH in writing before any new appointment is made;
- 6.1.19 provide promptly in writing to NEBOSH full details of any change in the name or trading name of any Third Party Service Providers;
- 6.1.20 ensure all fees and other amounts levied by the Provider in relation to this Agreement and charged to the Students are expressed clearly and unambiguously in writing (and, where appropriate, itemised) prior to the commencement of a Course Programme which the Student agrees to undertake and must state clearly whether such fees and other amounts levied by the Provider are inclusive or exclusive of all sums associated with an Examination or Assessment and VAT or local taxes; and
- 6.1.21 ensure all Students confirm that they have the opportunity to read and understand the General Student Terms and Conditions document available on the Website, and a record of the same is retained by the Provider and produced to NEBOSH upon request.

7 Courses and Course Programme compliance

- 7.1 The Provider agrees that it will provide any Course Programme leading to a Qualification for which it is an Accredited Course Provider in accordance with the terms of this Agreement.

- 7.2** The detailed Syllabus contained within the Guide together with the Guide itself shall form the basis of any Course Programme leading to a Qualification for which the Provider is an Accredited Course Provider.
- 7.3** The Provider will ensure that any person, organisation or entity employed, engaged, connected to or facilitated by the Provider in connection with the delivery of any Course Programme or part of any Course Programme, will deliver the Course Programme in accordance with the requirements of the Syllabus and Guide on which the Course Programme is based.
- 7.4** The Provider agrees to send to NEBOSH within 7 days of request copies or sample copies (as NEBOSH may specify in its sole discretion) of all course notes to be used in the Course Programme(s) whosoever prepared them.
- 7.5** Any significant change proposed by the Provider to any Course Programme(s) must be notified in writing to NEBOSH in advance of any changes being implemented, for the prior written approval of NEBOSH (which approval may be denied by NEBOSH in its sole discretion). Significant changes include (but are not limited to) changes to the composition of the Team, the course materials or the provider of the course materials, the duration of the Course Programme(s) and/or the mode of delivery of the Course Programme(s), and any other change that may have an effect on the Accredited Course Provider status of the Provider.
- 7.6** If any Head of Course Provider, Lead Tutor, Tutor, Assessor or Translator is incapacitated or otherwise unavailable other than in the immediate short-term, NEBOSH must be notified promptly in writing together with a summary of the proposed alternative arrangements.

8 Monitoring compliance

- 8.1** For the purpose of monitoring the Provider's compliance with the Accreditation Criteria, any Rules, applicable NEBOSH policies and the terms of the Agreement and for general quality assurance purposes, the Provider undertakes to allow NEBOSH, any Regulatory Authority and/or any appointed representatives of either all reasonable access to:
- 8.1.1** the Course Programmes including, but not limited to, access to teaching materials, classes and notes, Venues, Head of Course Provider, Lead Tutor(s), Tutor(s), Assessor(s), Translator(s), any Third Party Service Providers and Students; and
- 8.1.2** access to the Provider's premises, including but not limited to systems (including secure areas of any websites), course administration, support services and materials.

Such access includes but is not limited to monitoring visits, unannounced inspection visits by NEBOSH, any Regulatory Authority and/or any appointed representatives of either at any time, including at the time of Course Programme delivery, Examination(s) or other Assessment Task(s). Access and/or visits may be undertaken physically or remotely. Visits will normally be undertaken on written notice by NEBOSH, except where NEBOSH considers in its sole discretion that it has reason to do otherwise. Any Regulatory Authority may undertake visits and may or may not give notice to the Provider or to NEBOSH of its intention to

undertake such visits. The undertaking of such visits shall not affect the Provider's obligations to NEBOSH under this Agreement.

- 8.2** The Provider is required to keep for a rolling thirty six month (36) period, and for a twenty four month (24) period following termination of this Agreement, details of which subjects were taught and by which Lead Tutor(s) and Tutor(s), the Venue(s) where the teaching took place and the duration of teaching.
- 8.3** Where NEBOSH reasonably believes: (i) that the Provider has committed a breach of, or a discovery is made of any non-compliance(s) with Accreditation Criteria, Rules, applicable NEBOSH policies (including its Malpractice policy) or the terms of this Agreement ; and/or (ii) the Services being provided under this Agreement do not meet the standard required by NEBOSH or any Regulatory Authority (including unsatisfactory Examination or Assessment results), NEBOSH may, at its discretion:
 - 8.3.1** impose Accreditation Conditions and/or Sanctions (at the Provider's expense) on the Provider for the running of a Course Programme or holding of an Examination or other Assessment Task as NEBOSH deems appropriate;
 - 8.3.2** refuse to register Students for Examinations;
 - 8.3.3** Suspend the Accredited Course Provider status of the Provider; and/or
 - 8.3.4** terminate this Agreement in accordance with clause 17.

9 Examination procedures and compliance

- 9.1** The Provider shall ensure that no conflict of interest or potential conflict of interest arises between it, any of its employees, Head of Course Provider, Lead Tutor(s), Tutor(s), Assessor(s), Translator(s), Invigilator(s), Examinations Officer(s) or Third Party Service Providers and any Student or Candidate registered for any Examination.
- 9.2** The Provider must inform NEBOSH in writing in advance of any Examination being taken, where there is an employment, familial, spousal, close personal relationship, or friendship between it, any of its employees, Head of Course Provider, Lead Tutor(s), Tutor(s), Assessor(s), Translator(s), Invigilator(s), Examinations Officer(s) or Third Party Service Provider(s) and any Candidate registered for an Examination.
- 9.3** Where NEBOSH has been informed by the Provider of any potential or actual conflict of interest as set out in clause 9.1, NEBOSH will notify the Provider of the requirements it must follow in order to eliminate the potential or actual conflict of interest. The Provider will bear the costs of any arrangements arising from those requirements.
- 9.4** Failure to inform NEBOSH in advance of any potential or actual conflict of interest as set out in clause 9.1, or 9.2, or to make appropriate arrangements as set out in clause 9.3, may result in the Candidate's results being voided, Sanctions or a Suspension being imposed on the Provider or this Agreement being terminated under clause 17.

- 9.5** The Provider shall notify NEBOSH of the Venue where any Examination is to be held and NEBOSH's and/or any Regulatory Authority's appointed representative(s) shall have a right to inspect such Venue prior to the commencement or end of any Examination. NEBOSH's and/or any Regulatory Authority's appointed representative(s) shall have the right to remain for the duration of any Examination, retain Scripts and/or answer sheets and dispatch Scripts and/or answer sheets.
- 9.6** Where the Provider changes the Venue it has notified to NEBOSH pursuant to clause 9.5 as the location for an Examination it shall notify NEBOSH in writing at least 2 to 3 working days in advance of the Examination being held at such new location. In the event of an emergency arising on the date of the Examination, the Provider must notify NEBOSH in writing as soon as possible.
- 9.7** NEBOSH will despatch Question Papers for Examinations no later than three to five (3 - 5) working days prior to the relevant Examination date to the address given to NEBOSH by the Provider.
- 9.8** Security of Venues is of the essence. The Provider hereby undertakes to ensure the security of any Venue to ensure the proper carrying out of its obligations under this Agreement and to comply with any security obligations as notified by NEBOSH from time to time.
- 9.9** The Provider undertakes at its own expense within two (2) working days after the date of the Examination to send Question Papers, Scripts and/or answer sheets together with a full list of Candidates who sat the Examination by secure Trackback courier facility (or by such other means as NEBOSH may specify from time to time), to the location specified by NEBOSH.
- 9.10** Any risk with regard to Scripts and/or answer sheets shall not pass to NEBOSH until the Scripts and/or answer sheets are received at the location specified by NEBOSH.
- 9.11** The Provider agrees to send details of its Examination, investigation and security procedures to NEBOSH within seven (7) working days of any request by NEBOSH for such details.
- 9.12** The Provider agrees to consult NEBOSH and/or NEBOSH's "Instructions for Conducting Examinations" in relation to any further information it requires on Examination procedures.

10 Teaching, Assessment Tasks and moderation

- 10.1** The Provider undertakes that it and any of its employees, Head of Course Provider, Lead Tutors, Tutors, Assessors and Third Party Service Providers will at all times conduct the teaching of Students in a professional and efficient manner and will carry out Internal Assessments in accordance with the Guides for the relevant NEBOSH Qualification and any further guidance issued by NEBOSH from time to time.
- 10.2** The Provider undertakes that it will give appropriate guidance to Students as specified in the Guides for the relevant NEBOSH Qualification and any further guidance issued by NEBOSH from time to time.

- 10.3** The Provider agrees and undertakes that it will retain all Scripts resulting from any Internal Assessment (for example, practical Assessments and workplace-based assignments and projects) for such periods of time as NEBOSH may specify and if NEBOSH so requests, despatch at its own expense such Scripts to the location specified by NEBOSH, by secure Trackback courier facility (or by such other means, as NEBOSH may specify from time to time) and within two working days of the request.
- 10.4** If the Marking of any Internal Assessment differs substantially from the Marking criteria of NEBOSH, then NEBOSH shall be entitled to impose upon the Provider an alternative Marking system or Marking by an alternative body which shall be immediately implemented by the Provider at its own cost.
- 10.5** The Provider agrees and undertakes that it will:
- 10.5.1** make all Students aware of NEBOSH's Malpractice policy immediately prior to the commencement of each Course Programme and, in particular (but not by way of limitation) of the arrangements set out in the Malpractice policy relating to investigations;
 - 10.5.2** ensure that all Students have access to a copy of the General Student Terms and Conditions at all times and in particular prior to a Student entering into a Course Programme and/or registering for a NEBOSH Examination; and
 - 10.5.3** ensure all Students are aware of and have had the opportunity to read NEBOSH's "Policy and procedures for access arrangements, reasonable adjustments and special consideration" and NEBOSH's Complaints Procedure.
- 10.6** Where Students or Candidates are undergoing Registration or Enrolment with NEBOSH, the Provider undertakes that:
- 10.6.1** if completed online, it will comply with the relevant requirements of the Course Provider Interface; or
 - 10.6.2** in all other cases, Students will complete NEBOSH Registration and Enrolment forms;
- 10.7** Any NEBOSH Registration and Enrolment forms completed pursuant to clause 10.6.2 shall be returned to NEBOSH by the specified closing date.
- 10.8** NEBOSH reserves the right to require the Provider to use the functions of the Course Provider Interface.
- 10.9** NEBOSH will monitor Internal Assessments and will moderate results to compensate for any differences in such standards that are encountered to ensure that such Assessment results between each Assessor and each Accredited Course Provider are reliable, fair and consistent with the standards required by NEBOSH and/or any Regulatory Authority.

11 Students and Candidates

- 11.1** The Provider is responsible for collecting, keeping and maintaining its own contact details (including email addresses) for Students and shall ensure that the

requirements of clause 20 and any other data protection legislation or regulations in respect of those records are complied with.

- 11.2** The Provider agrees and undertakes to ensure that:
- 11.2.1** Students are registered as Candidates for each individual NEBOSH Assessment Task the Students wish to take;
 - 11.2.2** Students who have undergone Enrolment are registered as Candidates for each individual NEBOSH diploma-level Examination and Assessment Task the Students wish to take. This will incur a registration fee;
 - 11.2.3** Students' Registration and Enrolment details accord with NEBOSH requirements and those of the Course Provider Interface, that the details are accurate and up to date and that the requirements of clause 20 and any other data protection legislation or regulations in respect of those records are complied with; and
 - 11.2.4** if any Students wish to transfer to a different Accredited Course Provider then the Provider will act reasonably and do whatever is reasonable in the circumstances to seek to permit such transfer.
- 11.3** Any suspected Malpractice or breach of the Malpractice policy by a Student, Candidate or Provider must be reported by the Provider to NEBOSH without delay.
- 11.4** NEBOSH will notify the Provider within a reasonable time if NEBOSH receives complaints relating to the Provider.
- 11.5** NEBOSH will deal with all complaints as specified in its Complaints Procedure without prejudice to any other rights NEBOSH may have.
- 11.6** The Provider agrees and undertakes that it will abide by and comply with the Complaints Procedure and any decisions made by NEBOSH or any Regulatory Authority against the Provider, including taking any preventative or corrective action required by NEBOSH or any Regulatory Authority.
- 11.7** In the event of course termination for whatever reason, the Provider agrees to provide reasonable advance notice to Students including any Candidates and NEBOSH, and will continue to provide Tutor support and Examination facilities at the Venue (appropriate to the relevant Qualification or Unit) for a minimum of two standard Examination sittings following the course end date, or arrange for the transfer of Students to another Accredited Course Provider with the same method of course delivery, at no additional cost to the Student, Candidate or NEBOSH.
- 11.8** The Provider endeavours to ensure no conflict of interests will arise between it and any of its employees, Head of Course Provider, Lead Tutor(s), Tutor(s), Assessor(s), Translator(s), Third Party Service Providers or Students.

12 Non-Compliance

- 12.1** In the event that the Provider does not (or threatens to not) comply with its obligations under this Agreement then NEBOSH may at its sole discretion and without limitation to any of its other rights under this Agreement:

- 12.1.1 apply Accreditation Conditions or Sanctions to the Provider in accordance with NEBOSH's determination of the degree and/or frequency of such non-compliance; and/or
 - 12.1.2 with immediate effect and by written notice issue a Suspension. Where NEBOSH considers the alleged non-compliance is capable of remedy, the remedial conditions that must be met to NEBOSH's satisfaction, before the Suspension is removed shall be included in the written notice.
- 12.2** For the avoidance of any doubt, any action taken by NEBOSH under clause 12.1 shall not affect the Provider's obligations under this Agreement which shall continue in force.
- 12.3** The Provider acknowledges that NEBOSH reserves the right to apply any Accreditation Conditions, a Suspension or Sanctions under clause 12.1 as it deems fit in order to maintain compliance with the Agreement and/or the requirements of any Regulatory Authority.
- 12.4** The Provider acknowledges that NEBOSH in its sole discretion may terminate this Agreement in accordance with clause 17 and withdraw the Accredited Course Provider status of the Provider for any such non-compliance.

13 Third Party Service Provider(s)

- 13.1** The Provider shall and shall use its best endeavours to ensure that any Third Party Service Provider(s) make clear to the public, Students and Candidates in any advertising and/or marketing details the nature of the relationship between the Provider and any Third Party Service Provider(s).
- 13.2** The Provider shall use its best endeavours to ensure that any literature or correspondence supplied by any Third Party Service Provider(s) to Students or Candidates (potential or otherwise), clearly identifies the Provider providing the Services and the relationship of any Third Party Service Provider(s) to the Provider.
- 13.3** The Provider shall remain fully responsible for the administration and invigilation of all Examinations and Assessment Tasks.
- 13.4** The Provider must not permit or authorise any Third Party Service Provider(s) to:
- 13.4.1 represent themselves as an Accredited Course Provider;
 - 13.4.2 communicate with NEBOSH in connection with Provider Services, unless NEBOSH requires otherwise;
 - 13.4.3 enter the Course Provider Interface for any purpose;
 - 13.4.4 access the course provider secure area of the Website; and/or
 - 13.4.5 make any payments to NEBOSH directly,
- and the Provider will at all times use its best endeavours to ensure that any Third Party Service Provider is aware of and does not contravene any of these requirements.

- 13.5** The Provider must list in its Application Forms all third party interests applicable to its application and inform NEBOSH of any additional third party ventures which it acquires during the Term.
- 13.6** NEBOSH reserves the right to refuse and/or withdraw its approval to the employment or engagement by the Provider of any Third Party Service Provider(s) in connection with the provision of Services under this Agreement at any time during the Term.
- 13.7** Should NEBOSH refuse and/or withdraw its approval to the employment or engagement by the Provider of any Third Party Service Provider(s) in connection with the provision of Services under this Agreement, NEBOSH shall have the right to notify other Accredited Course Providers of its decision to refuse or withdraw its approval to the employment or engagement of any such Third Party Service Provider(s) and any arrangements between the Provider and any Third Party Service Party Provider(s) shall allow for this.

14 Intellectual Property Rights

- 14.1** The Provider shall not acquire any right, title or interest in or to any NEBOSH Intellectual Property Right existing now or at any time in the future whether it arises in connection with the Services or otherwise.
- 14.2** Following accreditation, a NEBOSH Accredited Course Provider Logo, consisting of the NEBOSH Logo and the Course Provider Number, will be made available to the Provider to download from the secure area of the Website.
- 14.3** Where the Provider uses the NEBOSH Accredited Course Provider Logo, it shall faithfully and accurately reproduce the colour, design, and appearance of the NEBOSH Accredited Course Provider Logo and shall comply with any brand guidelines issued by NEBOSH in respect of the same, copies of which are available on the Website. For the avoidance of doubt the Provider is not permitted to use the NEBOSH Logo without the Provider's Course Provider Number, unless the prior written consent of NEBOSH has been given.
- 14.4** The Provider shall only use the NEBOSH Accredited Course Provider Logo in the manner and for the purposes specified in any brand guidelines prepared by NEBOSH and in accordance with the terms of this Agreement and will not use any other logo, trademark or name of or associated with NEBOSH relating to the provision of the Services unless prior written consent has been given by NEBOSH.
- 14.5** Where the Provider is permitted by NEBOSH to use any NEBOSH Image or any other NEBOSH Intellectual Property Right, the Provider shall not modify, add to or remove any part of such NEBOSH Image or other NEBOSH Intellectual Property Right without the prior written consent of NEBOSH.
- 14.6** The Provider shall not use or permit the use of the NEBOSH Accredited Course Provider Logo, any NEBOSH Image or NEBOSH Intellectual Property Rights other than in accordance with this Agreement and when using the NEBOSH Accredited Course Provider Logo, any NEBOSH Image or NEBOSH Intellectual Property Rights in accordance with this Agreement it shall not use it or them in any way which might be, at the absolute discretion of NEBOSH whether unreasonable or not, obscene or defamatory or in NEBOSH's opinion brings into disrepute the

NEBOSH name, business or any NEBOSH Intellectual Property Rights or any other such similar rights and interests of NEBOSH.

- 14.7** The Provider shall ensure that all of its employees, all Third Party Service Providers and all other persons, organisations and entities employed, engaged, connected to or facilitated by the Provider in connection with the Services do not use the NEBOSH Accredited Course Provider Logo, any NEBOSH Intellectual Property Rights or any NEBOSH Image in any way which expressly or by implication creates an association between NEBOSH and any of the Provider's employees, any Third Party Service Provider and/or any other person, organisation or entity employed, engaged, connected to or facilitated by the Provider in connection with the Services unless prior written consent has been given by NEBOSH.
- 14.8** NEBOSH retains the right to prohibit or restrict the Provider from using the NEBOSH Accredited Course Provider Logo, or any other NEBOSH Images or NEBOSH Intellectual Property Rights where the Provider is working in association with another body or organisation and whereby NEBOSH in its absolute discretion considers such an association may have an adverse effect on the NEBOSH name, business, or any other NEBOSH Intellectual Property Rights or the rights and interests of NEBOSH.
- 14.9** Where the Provider has been prohibited for whatever reason by NEBOSH from using the NEBOSH Accredited Course Provider Logo, any NEBOSH Images or NEBOSH Intellectual Property Rights, NEBOSH may also terminate this Agreement in accordance with clause 17 and withdraw the Accredited Course Provider status of the Provider.
- 14.10** All Intellectual Property Rights, any other NEBOSH Images and the name of NEBOSH shall remain vested in and shall be the property of NEBOSH. This includes any modified, amended or in any way different versions of the aforementioned whether such modifications were undertaken with the permission of NEBOSH or otherwise. In the event that any Intellectual Property Rights or other NEBOSH rights do in fact vest in the Provider or any Third Party Service Provider or any other person, organisation or entity employed, engaged, connected to or facilitated by the Provider in connection with the Services, the Provider hereby assigns and shall procure that any Third Party Service Provider or any other person, organisation or entity employed, engaged, connected to or facilitated by the Provider in connection with the Services, assigns to NEBOSH, with full title guarantee, title to all present and future rights and interests, or shall procure that the first owner of the Intellectual Property Rights assigns such rights to NEBOSH on the same basis.
- 14.11** The Provider is not authorised to reproduce Question Papers either in part or fully. All Question Papers must be returned by the Provider as instructed by NEBOSH immediately following any Examination. For the avoidance of doubt the Provider and Candidates are not permitted to retain Question Papers.
- 14.12** All materials and information provided by NEBOSH to the Provider including advertising materials, written publications, electronic publications and the content of the Website remain vested in NEBOSH and may not be reproduced, distributed, altered or modified in any way without the prior written consent of NEBOSH.

- 14.13** The Provider shall and shall ensure its employees, Third Party Service Providers and any other person, organisation or entity employed, engaged, connected to or facilitated by the Provider in connection with the provision of Services, immediately cease to use or display the NEBOSH Accredited Course Provider Logo, any NEBOSH Intellectual Property Rights and any other NEBOSH Images, when this Agreement is terminated for whatever reason, or when the Provider or any of its employees, Third Party Service Providers or any other person, organisation or entity employed, engaged, connected to or facilitated by the Provider in connection with the Services, is otherwise in breach of this Agreement.
- 14.14** The Provider shall not register or use any trademark or trade name similar to NEBOSH's name, brand, trading image, trademarks, trade name, logo or NEBOSH Accredited Course Provider Logo nor use or register any package designs or advertising copy of other indicia of origin associated with NEBOSH.
- 14.15** The Provider shall not and shall ensure that any of its employees, Third Party Service Providers and any other person, organisation or entity employed, engaged, connected to or facilitated by the Provider in connection with the provision of Services, do not incorporate the NEBOSH name into any email address otherwise than as permitted in clauses 15.6 and 15.7.
- 14.16** The Provider will immediately bring to the notice of NEBOSH any improper or wrongful use of NEBOSH's name, brand, trading image, the NEBOSH Accredited Course Provider Logo, any NEBOSH Image or any other NEBOSH Intellectual Property Rights as soon as it becomes aware of any such use.
- 14.17** The Provider shall not use and shall ensure that all of its employees, Third Party Service Providers and all other persons, organisations and entities employed, engaged, connected to or facilitated by the Provider in connection with the Services do not use the logos or any other intellectual property right belonging to any Regulatory Authority without the express written permission of such Regulatory Authority.
- 14.18** The Provider shall indemnify NEBOSH against any loss or third party claims arising from any breach of this clause 14 by the Provider or any of its employees, Third Party Service Providers and any other person, organisation or entity employed, engaged, connected to or facilitated by the Provider in connection with the provision of the Services.

15 Use of the Website, the Course Provider Interface and email

- 15.1** The Provider may only access, use and/or link to the course provider secure area of the Website including the Course Provider Interface (whether through hyperlinks or otherwise) in accordance with the terms of use posted by NEBOSH from time to time on the Website and only for the Term of this Agreement.
- 15.2** The Provider warrants that it and any other person employed or engaged by the Provider in connection with the Services, whom the Provider deems it necessary to have access to the Website, will each have their own individual email address and individual password and will not divulge any such password to any other party. For the avoidance of doubt Third Party Service Providers are not to be given access to the course provider secure area of the Website.

- 15.3** The Provider will ensure that the details of any person, employed or engaged by the Provider in connection with the Services, whom the Provider deems it necessary to have access to the Course Provider Interface are registered with NEBOSH as an on-line registrar. The Provider warrants that any on-line registrar will each have their own individual email address and individual password and will not divulge such password to any other party. For the avoidance of doubt on-line registrars must not use shared email addresses.
- 15.4** The Provider shall not, and shall ensure that all of its employees, all Third Party Service Providers and all other persons, organisations and entities employed, engaged, connected to or facilitated by the Provider in connection with the Services do not:
- 15.4.1** set up any websites which are the same or similar to the Website;
 - 15.4.2** use on any website any logo which is confusingly similar to the NEBOSH Accredited Course Provider Logo or any other NEBOSH Images; and/or
 - 15.4.3** create or operate (whether directly or indirectly) any website in such a way as to imply to users that the website is the NEBOSH Website.
- 15.5** The Provider shall ensure that any website or social media (e.g. Facebook, Twitter) it uses, or any of its Third Party Service Providers use, to promote its Course Programmes or other services does not have a domain name or sub-domain name which includes the word “NEBOSH”, for example www.abc-nebosh.com or www.nebosh-abc.com, unless such words are used as a folder name, following on from the Provider name. For example, www.abc.com/nebosh would be acceptable since here the word “NEBOSH” is a folder name.
- 15.6** The Provider shall ensure that any email address it uses, (or any of its Third Party Service Providers use), in connection with the provision of the Services, shall not have a name which may infer that the email address is that of NEBOSH.
- 15.7** The Provider shall ensure that any email address it uses, or any email address used by any person, organisation or other entity, employed, engaged, connected to or facilitated by the Provider in connection with the Services, is a domain email address of the Provider or Third Party Service Provider.
- 15.8** Where NEBOSH believes that the Provider, Third Party Service Provider(s) or any other person, organisation or entity employed, engaged, connected to or facilitated by the Provider in connection with the Services is in breach of clause 15 without prejudice to any other rights NEBOSH may have, NEBOSH may proceed to terminate this Agreement in accordance with clause 17.

16 Advertising and promotion

- 16.1** The Provider may only advertise, promote and/or market any association with NEBOSH in accordance with the terms of this Agreement and any specific terms that NEBOSH may issue to the Provider from time to time.
- 16.2** The Provider shall ensure that any Third Party Service Providers do not advertise, promote and/or market any association with NEBOSH unless prior written approval has been obtained from NEBOSH. Where NEBOSH has given approval any advertising must make it clear that the Third Party Service Providers are

working in association with the Provider and that the Provider is the Accredited Course Provider. In all cases the Provider shall be primarily responsible for any such advertising, promotion and/or marketing undertaken by Third Party Service Providers.

16.3 The Provider undertakes that it will not, and shall ensure that all of its employees, all Third Party Service Providers and all other persons, organisations and entities employed, engaged, connected to or facilitated by the Provider in connection with the Services will not, issue any statement which is inaccurate or do any act or thing which will bring NEBOSH into disrepute or adversely affect the NEBOSH name, brand, trading image, NEBOSH Accredited Course Provider Logo or business.

16.4 The Provider warrants that all details contained in any advertisements in connection with the Services will be accurate.

17 Termination

17.1 This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with this clause 17, for the Term.

17.2 Without prejudice to any other right or remedy either party may have under this Agreement, at law or in equity, either party may immediately terminate this Agreement by giving the other party notice in writing to that effect if the other party becomes insolvent or goes bankrupt, if an order is made or a resolution is passed for the winding up of the other party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other party's assets or business, if the other party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt or if the other party ceases to exist or carry on business.

17.3 NEBOSH may terminate this Agreement by notice in writing as from the date of such service of such notice, if the Provider (whether or not as a result of acts, defaults, errors or omissions of any of the Provider's employees, Head of Course Provider, Lead Tutor(s), Tutor(s), Assessor(s), Translator(s) or Third Party Service Providers and regardless of whether approval to the appointment of any Head of Course Provider, Lead Tutor(s), Tutor(s), Assessor(s), Translator(s) Third Party Service Provider has been given by NEBOSH or otherwise):

17.3.1 commits a breach of any of the terms or conditions of this Agreement including but not limited to:

17.3.1.1 failing to meet the Accreditation Criteria;

17.3.1.2 failing to comply with any Accreditation Condition(s), Sanction(s) or remedial conditions upon Suspension imposed;

17.3.1.3 failing to make any payment due to NEBOSH, (including the payment of Fees), on the due date for payment;

17.3.1.4 failing to comply with any policies and Rules issued by NEBOSH or a Regulatory Authority from time to time including, the Malpractice policy;

- 17.3.1.5 failing to register Candidates and/or Students to any Examination in any rolling twelve month period;
- 17.3.1.6 failing to deliver Services that meet the required standard as NEBOSH determines in its sole discretion (including unsatisfactory Examination results);
- 17.3.1.7 using the NEBOSH Accredited Course Provider Logo other than in accordance with this Agreement and the requirements of NEBOSH's "Use of the NEBOSH Accredited Course Provider Logo" branding guidelines as set out on the Website and amended from time to time; and/or
- 17.3.1.8 using any NEBOSH Image or other Intellectual Property Right without NEBOSH's prior written approval,

and, if in NEBOSH's opinion capable of remedy, the Provider fails to remedy the breach within the reasonable time stipulated by NEBOSH in the written notice identifying the breach and requiring its remedy. For the avoidance of doubt but without limitation, a breach will be incapable of remedy if it in any way adversely affects or has the potential to adversely affect the goodwill or reputation of NEBOSH and/or its Qualifications;

- 17.3.2 repeatedly breaches any of the terms or conditions of this Agreement in such a manner as to reasonably justify in the opinion of NEBOSH that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- 17.3.3 changes its name, trading name or management;
- 17.3.4 is unable to comply with any legislation or meet any requirements of the country within which it operates as a Provider or any country in which it delivers or performs any of the Services (including if such requirement is inconsistent with the terms of this Agreement);
- 17.3.5 delivers any course of study leading to certification by any unregulated body or organisation or has association with any unregulated body or organisation;
- 17.3.6 has association with any person, organisation or other entity, whereby NEBOSH in its sole discretion considers such association may adversely affect NEBOSH's name, brand, trading image, NEBOSH Accredited Course Provider Logo, NEBOSH Intellectual Property Rights or any of the rights or interests of NEBOSH;
- 17.3.7 has been prohibited by NEBOSH for whatever reason from using the NEBOSH Accredited Course Provider Logo, any NEBOSH Images or any other NEBOSH Intellectual Property Rights; and/or
- 17.3.8 has accreditation status withdrawn by another Awarding Body as a result of Malpractice.

- 17.4 NEBOSH will terminate this Agreement by notice in writing as from the date of such service of such notice:

- 17.4.1 if the Provider ceases to be an Accredited Course Provider to deliver any Qualification;
 - 17.4.2 if there is a change of control in the Provider as defined by sections 450 and 451 (or section 1124 (as appropriate)) of the Corporation Tax Act 2010, or any other time where there is a change in control or ownership of the Provider; and/or
 - 17.4.3 if NEBOSH is requested, instructed or directed to do so by any Regulatory Authority.
- 17.5** The Provider may terminate this Agreement by notice in writing on condition the Provider agrees to provide reasonable advance notice to Students including any Candidates and NEBOSH, and will continue to provide Tutor support and Examination facilities at the Venue (appropriate to the NEBOSH Qualification or Unit) for a minimum of two standard Examination sittings following the Course Programme end date, or arrange for the transfer of Students or Candidates to another Accredited Course Provider with the same method of course delivery and at no additional cost to the Student, Candidate or NEBOSH.
- 17.6** On termination of this Agreement for whatever reason, the Provider shall provide all reasonable co-operation required by NEBOSH in order to protect the interests of any Students and/or Candidates signed up for a Course Programme with the Provider immediately prior to termination of this Agreement. Without limitation this may include the Provider continuing to provide Tutor support and Examination facilities at the Venue (appropriate to the NEBOSH Qualification or Unit) for a minimum of two standard Examination sittings following the Course Programme end date, or arrange for the transfer of Students or Candidates to another Accredited Course Provider with the same method of course delivery and at no additional cost to the Student, Candidate or NEBOSH. The Provider shall also comply with any Rules on the withdrawal of qualifications that NEBOSH makes available to the Provider and amends from time to time.
- 17.7** On termination of this Agreement, all provisions of this Agreement shall cease to have effect, except that any provision that can reasonably be inferred as continuing, or is expressly stated to continue, shall continue in full force and effect.
- 17.8** Termination of this Agreement shall not affect any accrued rights of the parties.
- 17.9** Where this Agreement has been terminated, the Provider may not under any circumstances (unless agreed otherwise with NEBOSH) use, advertise, publicise or otherwise market itself as an Accredited Course Provider. The Provider in such circumstances may reapply for accreditation as an Accredited Course Provider but any such application will be subject to all fees, charges, procedures, assessment and vetting in respect of a new application.

18 Liability

- 18.1** This clause sets out the entire financial liability of NEBOSH (including any liability of NEBOSH for the acts, defaults, errors or omissions of any employees, Head of Course Provider, Lead Tutor(s), Tutor(s), Assessor(s), Translator(s), Third Party Service Providers, or any other person, organisation or entity employed or

engaged by the Provider in connection with the provision of Services) to the Provider in respect of:

- 18.1.1 any breach of this Agreement; and/or
- 18.1.2 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

18.2 Nothing in this Agreement limits or excludes either party's liability for:

- 18.2.1 death or personal injury caused by its negligence;
- 18.2.2 fraud or fraudulent misrepresentation; and/or
- 18.2.3 any other liability which cannot be limited or excluded by applicable law.

18.3 Without prejudice to clause 18.2 NEBOSH shall not be liable to the Provider or any other person, organisation or entity employed or engaged by the Provider in connection with the Services, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, for any special, indirect or consequential damage or loss including but not limited to:

- 18.3.1 loss of profit or anticipated profit;
- 18.3.2 loss of goodwill or reputation;
- 18.3.3 loss of business;
- 18.3.4 loss of business opportunity;
- 18.3.5 loss of contracts;
- 18.3.6 loss of revenue;
- 18.3.7 loss of anticipated savings; and/or
- 18.3.8 loss or corruption of data or information.

18.4 Without prejudice to clause 18.2 NEBOSH's total liability arising under or in connection with this Agreement, whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, shall be limited to the greater of:

- 18.4.1 the Fees paid by the Provider in respect of the Qualification or Qualifications (as applicable) to which the liability in question relates for the 12 months immediately preceding such liability arising; and
- 18.4.2 the actual proceeds received by NEBOSH under its relevant insurance policy or policies in respect of the liability in question.

19 Warranties and Indemnities

19.1 The Provider warrants and represents to NEBOSH that:

- 19.1.1 it shall carry out the Services with reasonable care and skill in a timely and professional manner;
- 19.1.2 all employees, Head of Course Provider, Lead Tutor(s), Tutor(s), Assessor(s), Translator(s), Third Party Service Providers or any other person, organisation or entity employed, engaged, connected to or

facilitated by the Provider in connection with the Services are skilled, experienced and qualified to perform the Services;

- 19.1.3** it shall comply with all relevant laws, regulations and codes of practice in carrying out the Services; and
 - 19.1.4** all information given to NEBOSH under this Agreement is true, accurate, complete and not misleading. If any information required by NEBOSH is not provided, or information ceases to be accurate, NEBOSH reserves the right (without limitation to its other rights under this Agreement) to Suspend the Provider's Accredited Course Provider status until correct and complete information is provided.
- 19.2** The Provider hereby warrants that it has obtained all necessary consents for any course notes used in connection with any Course Programme(s) to be reproduced and sent to NEBOSH for NEBOSH's use.
- 19.3** The Provider hereby warrants and represents that it has provided each Student with a copy of the General Student Terms and Conditions.
- 19.4** The Provider warrants that its teaching and Course Programme materials are satisfactory in all respects to adequately prepare Students and Candidates for Assessment Tasks for Qualifications or Units and that the use of such materials will not breach, infringe or make unauthorised use of any third party rights.
- 19.5** The Provider warrants that all Venues used for teaching and/or Assessment Tasks will provide access for all Students and Candidates in accordance with all relevant legislation and will be safe and fit for purpose.
- 19.6** If the Provider publishes details of pass rates achieved by Candidates for NEBOSH Examinations, the Provider warrants that such details will be accurate. The Provider is not permitted to publish individual Candidate results without the express written permission of the Candidate.
- 19.7** The Provider hereby represents and warrants that:
- 19.7.1** it has full and exclusive authority to enter into this Agreement;
 - 19.7.2** it shall indemnify, defend and hold NEBOSH harmless, on demand, from and against any and all actions, causes of action, claims, proceedings and demands of whatsoever nature or kind, as well as from and against all damages, liabilities, obligations, losses, costs, charges, penalties, fines, and expenses, including reasonable legal fees resulting therefrom, arising out of or in connection with or as a consequence of the performance or non-performance of this Agreement by the Provider (or any Third Party Service Provider or other person, organisation or entity, employed, engaged, connected to or facilitated by the Provider in connection with the Services); and/or the performance of the Services by the Provider (or any Third Party Service Provider or other person, organisation or entity, employed, engaged, connected to or facilitated by the Provider in connection with the Services), whether or not such actions, causes of action, claims, proceedings and demands arise during or after the Term; and

- 19.7.3 the individual executing this Agreement on behalf of the Provider has all requisite authority to act on behalf of the Provider and to make this Agreement the valid and binding obligation of the Provider.

20 Data Protection

- 20.1 The terms “**Personal Data**”, “**Data Subject**”, “**Process**”, “**Processes**” and “**Processing**” shall have the meanings given to them in the Data Protection Act 1998 (“**DPA**”). The DPA shall apply as a term of this Agreement to the Provider regardless of the territorial extent of the DPA.
- 20.2 The Provider confirms that it will have the necessary consents to Process Personal Data from its employees, Head of Course Provider, and all Lead Tutor(s), Tutor(s), Assessor(s), Translator(s), Third Party Service Provider(s), Candidates and Students and other persons whose names are set out in the Application Form(s) or received through the Course Provider Interface or which are otherwise submitted to NEBOSH in the Application Form(s), Course Provider Interface, or in writing and for the purpose of NEBOSH protecting its rights and enforcing the terms of this Agreement, the Rules and NEBOSH’s applicable policies (including NEBOSH’s Malpractice policy).
- 20.3 To the extent the Provider Processes any Personal Data as part of performing its obligations under this Agreement the Provider shall:
- 20.3.1 Process the Personal Data only in accordance with the instructions of NEBOSH (and Processing necessary to comply with this Agreement shall be deemed to be an instruction); and
- 20.3.2 comply with its obligations under the eight data protection principles set out in the DPA, under the DPA generally and all other laws, enactments, regulations, orders, standards and all other similar instruments applying to the Processing of Personal Data, and in particular:
- (a) ensure that it has and maintains appropriate safeguards for the security of the Personal Data (including, without limitation, appropriate technical and organisational security measures to prevent unlawful Processing of, and accidental loss or destruction of or damage to, the Personal Data) having regard to the state of technological development and the cost of implementing any measures, and the harm that might result from unauthorised or unlawful Processing or accidental loss, destruction or damage of the Personal Data;
 - (b) take reasonable steps to ensure the reliability of its, employees, Head of Course Provider, Lead Tutor(s), Tutor(s), Assessor(s), Translator(s) and (without prejudice to sub-clause (c) below) any third parties who have access to the Personal Data (including Third Party Service Providers) and any other person, organisation or entity employed, engaged, connected to or facilitated by the Provider in connection with the Services, and ensure that those employees, Head of Course Provider, Lead Tutor(s), Tutor(s), Assessor(s), Translator(s), and third parties (including Third Party Service Providers) and any other person, organisation or entity

employed, engaged, connected to or facilitated by the Provider in connection with the Services, are aware of the Provider's obligations under this Agreement;

- (c) not disclose the Personal Data to, or allow access to the Personal Data by any third party other than as required by law or as may be directed by NEBOSH or Regulatory Authority;
- (d) maintain in place and operate procedures to enable compliance on NEBOSH's behalf with requests for information made under the DPA by any person in respect of whom the Provider Processes Personal Data;
- (e) provide reasonable assistance to NEBOSH in respect of NEBOSH's compliance with the DPA;
- (f) provide reasonable access to the Provider's offices and systems and those of its Head of Course Provider, Lead Tutor(s), Tutor(s), Assessor(s), Translator(s), Third Party Service Provider(s) or any other person, organisation or entity employed, engaged, connected to or facilitated by the Provider in connection with the provision of the Services, to enable NEBOSH to verify the extent to which the Provider is complying with this clause 20 whether such access is granted to NEBOSH, its external advisors or any other parties;
- (g) not Process any Personal Data in, or export any Personal Data to, any country outside the European Economic Area unless it is obvious and necessary to do so in the circumstances and/or unless prior written consent has been obtained from the Data Subject; and
- (h) where Personal Data is to be Processed in, or exported to, any country outside of the European Economic Area, the Provider shall ensure that it complies, and shall ensure that all of its employees, its Head of Course Provider, all Lead Tutor(s), Tutor(s), Assessor(s), Translator(s), Third Party Service Provider(s) and all other persons, organisations and entities employed, engaged, connected to or facilitated by the Provider in connection with the Services comply, with this clause 20 in the course of doing so.

20.4 If the Provider receives any complaint, notice or communication which relates directly or indirectly to the Processing of Personal Data or to either party's compliance with the DPA and the data protection principles set out therein, it shall immediately notify NEBOSH and it shall provide NEBOSH with full co-operation and assistance in relation to any such complaint, notice or communication.

20.5 The Provider warrants that:

- 20.5.1** it will Process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standard and other similar instruments; and

20.5.2 it will take appropriate technical and organisational measures against the unlawful Processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data.

20.6 The Provider shall at all times indemnify and keep indemnified NEBOSH against any and all losses, claims, costs, demands, expenses and any other liabilities (including legal fees) arising from any infringement or breach of the DPA or this clause 20 by the Provider or its employees, Head of Course Provider, Lead Tutor(s), Tutor(s), Assessor(s), Translator(s), Third Party Service Provider(s) or any other person or organisation employed, engaged, connected to or facilitated by the Provider in connection with the provision of Services and the obligations set out in this clause 20.

21 Equality and Diversity

21.1 NEBOSH has a statutory duty to comply with the requirements of the Equality Act 2010 (the Act). The Act protects a person who has a “protected characteristic” from discrimination, harassment or victimisation. The terms “discriminate”, “harass”, “victimise” and “protected characteristic” shall have the meanings given to them in the Act.

21.2 The Provider is required to comply with the Act regardless of its territorial extent and with equivalent legislation which applies in the country or countries in which it supplies the Services and which is compatible with the terms of this Agreement.

21.3 The Provider will maintain an appropriate equality and diversity policy in respect of “protected characteristics” covering unlawful discrimination and other conduct prohibited by the Act. This includes not discriminating unlawfully, either directly or indirectly, on the grounds of disability, age, marriage and civil partnership, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation subject to anything contrary prescribed in any equivalent legislation which applies in the country or countries in which it supplies the Services.

21.4 The Provider in providing the Services will have due regard to the need to eliminate unlawful “discrimination”, “harassment” and “victimisation” and other conduct prohibited by the Act.

21.5 The Provider is required to comply with NEBOSH’s “Policy and procedures for access arrangements, reasonable adjustments and special consideration” which is available on the Website.

21.6 The Provider will ensure it has effective internal quality procedures for identifying Student and Candidate needs and follow NEBOSH’s procedures for requesting and implementing access arrangements, reasonable adjustments and special consideration, in accordance with NEBOSH’s “Policy and procedures on access arrangements, reasonable adjustments and special consideration”.

21.7 The Provider will ensure that all Students and Candidates are made aware of NEBOSH’s “External equal opportunities policy”, which is available on the Website;

21.8 The Provider will report to NEBOSH without delay any complaints it receives relating to equality.

- 21.9** NEBOSH as an Awarding Body is required to monitor and investigate any complaints relating to equality and will take over any Provider investigations and conduct its own investigation where necessary.

22 Anti-bribery and anti-corruption

- 22.1** The Provider shall:

22.1.1 comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 regardless of its territorial extent;

22.1.2 not engage in any activity, practice or conduct which would or does constitute an offence under the Bribery Act 2010;

22.1.3 have and maintain throughout the term of this Agreement its own adequate policies and procedures relating to anti-bribery and anti-corruption and enforce any breaches of those policies and/or procedures;

22.1.4 promptly report to NEBOSH any request or demand for any financial or other advantage of any kind received by the Provider, whether or not received through a third party, in connection with the performance of Services under this Agreement;

22.1.5 immediately notify NEBOSH (in writing) if a foreign public official becomes an officer or employee of the Provider or acquires a direct or indirect interest in the Provider (and the Provider warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the Commencement Date); and

22.1.6 ensure that any person associated with the Provider who is performing Services in connection with this Agreement does so only on the basis of a written contract between the Provider and such person which imposes on and secures from such person terms equivalent to those imposed on the Provider in sub-clauses 22.1.1 to 22.1.6. The Provider shall be responsible for the observance and performance by such persons of the requirements under sub-clauses 22.1.1 to 22.1.6 and shall be held liable for any breach of those requirements by such associated persons as though committed by the Provider.

- 22.2** If the Provider fails to perform or observe any obligations under clause 22 NEBOSH reserves the right to terminate this Agreement in accordance with clause 17 and withdraw the Accredited Course Provider status of the Provider.

- 22.3** For the purpose of sub-clauses 22.1.1 to 21.1.6 the meaning of adequate procedures and foreign public official and whether a person is associated with another shall be determined in accordance with the Bribery Act 2010 and any guidance issued under that Act. A person associated with the Provider includes but is not limited to any persons or organisation employed, engaged, connected to or facilitated by the Provider in connection with the provision of Services under this Agreement or any sub-contractor of the Provider.

23 Confidentiality

- 23.1** The Provider will not disclose or use or cause to be disclosed or used, at any time during or subsequent to this Agreement, any secret or Confidential Information of NEBOSH or any other non-public information relating to the business, financial or other affairs of NEBOSH acquired by the Provider except as required by NEBOSH in connection with the performance of the Agreement or as required by law.
- 23.2** The Provider shall take all appropriate measures to ensure that all of its employees, its Head of Course Provider and all Lead Tutor(s), Tutor(s), Assessor(s), Translator(s) and Third Party Service Provider(s) and all other persons, organisations and entities employed, engaged, connected to or facilitated by the Provider in connection with the Services carry out and comply with the terms of clause 23.1.
- 23.3** All notes, computer disks, tapes, memoranda, correspondence, records, documents and other items made, used or held by the Provider in whatever form in relation to the Confidential Information created or obtained in the course of providing the Services, will be and remain at all times the property of NEBOSH. At any time, whether prior to or upon the expiry or termination of this Agreement, the Provider shall if requested promptly deliver to NEBOSH all such items which are in the Provider's possession or under the Provider's control relating to NEBOSH, its business affairs and clients and/or the Services and the Provider may not make or retain copies.
- 23.4** A party may disclose information subject to this clause 23 to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction.
- 23.5** This clause 23 shall, for the avoidance of doubt and without limitation or prejudice to the survival of any other clause of this Agreement, survive termination of this Agreement or any part of it.

24 Audit, Inspection and Rights to Information

- 24.1** At any time during the Term of this Agreement and for the period of twenty four (24) months following termination of this Agreement, NEBOSH and/or its appointed representatives shall have the right to have access to and the right to audit any of the books, electronic communications, vouchers, receipts, records, correspondence, memoranda and other similar documents of the Provider, any of its employees, its Head of Course Provider, any Lead Tutor(s), Tutor(s), Assessor(s), Translator(s) or Third Party Service Provider(s) and/or any other person, organisation or entity employed, engaged, connected to or facilitated by the Provider in connection with the Services relating to the computation of invoices, Examinations, Candidates, Students, Enrolment and any other such matter which NEBOSH has a reasonable right to access and inspect.
- 24.2** The Provider shall promptly comply with all requests for information from NEBOSH or any Regulatory Authority and shall take all reasonable steps to procure that any Third Party Service Provider complies with any such requests.
- 24.3** The Provider shall preserve, and shall use all reasonable endeavours to ensure that its Head of Course Provider and all Lead Tutor(s), Tutor(s), Assessor(s),

Translator(s) and Third Party Service Provider(s) and all other persons, organisations and entities employed, engaged, connected to or facilitated by the Provider in connection with the Services preserve, all, records and other similar documents set out in and during the period mentioned in clause 24.1.

- 24.4** NEBOSH shall have the right to carry out an inspection and audit of the Provider's health, safety and environmental systems and procedures applicable or relevant to the Services and Venues and the Provider shall afford all reasonable access to those books and records etc. as set out in clause 24.1, and provide such assistance as NEBOSH and/or its appointed representatives may reasonably require for such purpose.

25 General

- 25.1** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of any other provision. Any invalid provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular provision or provisions held to be invalid or unenforceable.
- 25.2** Without prejudice to any rights which have already accrued to either of the parties, this Agreement (which for the avoidance of doubt includes the information contained in the Application Forms) contains all the terms which the parties have agreed in relation to the transactions provided for this Agreement and unless expressly stated otherwise in this Agreement supersedes all provisions, contracts, arrangements, representations (other than fraudulent misrepresentations) or understanding between the parties whether written, arising from custom or oral.
- 25.3** The Provider may refer to its Accredited Course Provider status, but it shall not permit or authorise the making of any reference to any of the details of its Accredited Course Provider Agreement in any press release, publication or advertisement whatsoever without prior written approval from NEBOSH.
- 25.4** Failure or delay by either party in exercising any rights, power or remedy of that party under this Agreement shall not in any circumstances impair such rights, power or remedy nor operate as a waiver of it. The single or partial exercise by either party of any right, power or remedy under this Agreement shall not in any circumstances preclude any other or further exercise of it or the exercise of any other rights, power or remedy.
- 25.5** All rights granted to either of the parties shall be cumulative and not exhaustive of any rights and remedies provided by law.
- 25.6** All rights not specifically and expressly granted to the Provider by this Agreement are reserved to NEBOSH.
- 25.7** Neither party shall without the prior written consent of the other assign, transfer or otherwise dispose of any part of its rights or obligations under this Agreement.
- 25.8** Unless stated otherwise in this Agreement, the parties do not intend that any of the terms of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to this Agreement.

- 25.9** Nothing in this Agreement shall constitute, or be deemed to constitute, a partnership, joint venture or commercial agency between the parties.
- 25.10** Each party shall pay its own costs and expenses incurred in connection with the preparation and execution of this Agreement.
- 25.11** Each party warrants it has the power and authority to enter into this Agreement and has obtained all necessary permits and approvals to do so.
- 25.12** Any communication between NEBOSH and the Provider must be undertaken in English, both written and verbal.
- 25.13** Otherwise than in accordance with clause 3.7 this Agreement may only be varied, modified or amended by written agreement of both parties.

26 Dispute Resolution or Appeals

- 26.1** Should any dispute arise which concerns the imposition by NEBOSH of Accreditation Conditions (other than Accreditation Conditions agreed between the parties at the Commencement Date), Sanctions or Suspension, the Provider has the right of appeal by way of the NEBOSH Course Provider Appeals Procedure, available from NEBOSH as amended from time to time.
- 26.2** If the Provider wishes to dispute any other matter the Provider may make a complaint under NEBOSH's Complaints Procedure.
- 26.3** For the avoidance of doubt, the making of an appeal or complaint by the Provider shall not i) affect or delay the exercise of any right or the performance of any Provider obligation under this Agreement except where NEBOSH expressly agrees otherwise in writing, ii) affect the imposition of any Accreditation Condition, Sanction or Suspension which shall continue in place during any appeal or complaint process.
- 26.4** In the event of any appeal or complaint NEBOSH shall not be liable to the Provider as a result of any consequences arising from the imposition of Accreditation Conditions, Suspension or Sanctions.
- 26.5** For the avoidance of doubt, neither clause 26.1 nor clause 26.2 shall apply to a dispute concerning any rights or obligations relating to termination under clause 17 which shall not be subject to any appeal or dispute resolution procedure under this Agreement.
- 26.6** For the avoidance of doubt, neither clause 26.1, nor clause 26.2 shall apply to any Accreditation Conditions, Suspension or Sanctions imposed at the request, instruction or direction of any Regulatory Authority.

27 Governing Law

This Agreement is governed by and shall be constructed in accordance with the laws of England and Wales. The parties agree to submit to the jurisdiction of the English Courts and by entering into this Agreement warrant that no other laws applying to either party prevents or restricts the operation of this clause.

The parties to this Agreement may sign this Agreement by electronic signature (whatever the form the electronic signature takes) and agree that such method of signature shall be

equally conclusive of their intention to be bound by the terms and conditions of this Agreement as if signed with the manuscript signature of both parties.

Notwithstanding the Term as stated in the schedule attached to this Agreement, the Accredited Course Provider status of the Provider will not commence until the signed Agreement is received by NEBOSH.

SIGNED BY:

duly authorised for and on behalf of **NEBOSH**

Name:

Job Title:

Date:

SIGNED BY:

duly authorised for and on behalf of **the Provider**

(The person signing this Agreement on behalf of the Provider must have the authority to legally bind the Provider, for example, Principal of an Educational Institution or Managing Director of a Company).

Name:

Job Title:

Date:

Footnote

The Agreement will incorporate the schedule attached to this Agreement, setting out the Qualification(s) and the Term for which the Provider is given Accredited Course Provider status to offer the Qualification(s), any Accreditation Conditions or Sanctions imposed upon the Accredited Course Provider status of the Provider and where applicable the volume of business or level of Fees to be transacted by the Provider.

A list of Fees and the Accreditation Criteria applicable at the time of the Provider's appointment as an Accredited Course Provider, together with a copy of the NEBOSH "Use of the NEBOSH Accredited Course Provider Logo" document will be provided with the Agreement.

NB: The list of Fees and "Use of the NEBOSH Accredited Course Provider Logo" document will be amended from time to time and are available to Accredited Course Providers from the secure area of the Website.

Schedule:

- i) Qualifications for which the Provider is an Accredited Course Provider
- ii) the Term for which the Provider may offer Course Programmes leading to the Qualification(s)
- iii) Accreditation Condition(s) and/or Sanction(s) imposed on the Provider
- iv) Volume of business or level of Fees to be transacted by the Provider