

UNIVERSITY OF ABERDEEN

QUALITY ASSURANCE COMMITTEE

CHARTERED INSTITUTE OF PERSONNEL AND DEVELOPMENT (BUSINESS SCHOOL)



Championing better
work and working lives **CHARTERED INSTITUTE OF PERSONNEL AND DEVELOPMENT**

ACCREDITATION LICENCE AGREEMENT

THIS AGREEMENT made on

BETWEEN:

- (1) **Chartered Institute of Personnel and Development**, a charity incorporated by Royal Charter (RC000758) and registered under number 1079797 whose registered office is at 151 The Broadway, London SW19 1JQ ('**CIPD**'); and
- (2) **University of Aberdeen** whose registered office is at University of Aberdeen Business School, MacRobert Building, Kings College, Aberdeen, AB24 5UA Scotland, United Kingdom (the '**Licensee**')

RECITALS:

- (A) CIPD exists to promote the art and science of people management and development for the public benefit. CIPD, as an awarding organisation, can grant licences to organisations to provide a wide range of educational programmes.
- (B) The Licensee is an organisation with qualification awarding powers undertaking the delivery of educational programmes to individuals enrolled with the Licensee ('**Students**') and wishes to offer certain educational programmes as CIPD accredited programmes that may lead to a specified grade of CIPD membership in line with CIPD professional standards.
- (C) The Licensee has successfully completed the CIPD accreditation process in respect of certain programmes and CIPD is willing to grant accreditation to the Licensee to offer such programmes as CIPD Accredited Programme(s) subject to the terms and conditions of this Agreement.

IT IS AGREED AS FOLLOWS:

'Accreditation Licence' means a non-transferable, non-exclusive right to deliver CIPD Accredited Programmes at locations and via the mode(s) as approved by CIPD;

'Accredited Programme Provider' means an organisation approved and accredited by CIPD to offer the Accredited Programmes set out in schedule 1;

'Accredited Programmes' means programmes that are offered by the Licensee and have been accredited by CIPD;

'Agreement' means this Accreditation Licence Agreement including its recitals and schedules.

'Applicable Laws' means all regional, national and international laws, rules, regulations and standards including those imposed by any governmental or regulatory authority and all applicable industry standards and standards determined by any self-regulatory body which apply from time to time to the delivery of educational programmes;

'Accreditation Date' means the date the Licensee receive accreditation;

'Approved Programmes' means the CIPD approved programmes offered by the Licensee prior to the date of this Agreement under a separate centre licensing agreement;

'Branding Requirements' means the directions issued to Centres from time to time governing the use of the CIPD Branding, the current version of which is set out in Schedule 3;

'Business Day' means a day other than a Saturday, Sunday or public holiday, on which banks in the City of London are open for over the counter business;

'CIPD Accredited Programmes' means the Licensee's qualifications accredited by CIPD set out in Schedule 1;

'CIPD Branding' means the CIPD name and logo as set out in Schedule 3;

'Confidential Information' means any information, however conveyed or presented, that relates to the business, affairs, operations, processes, policies, strategies, personnel, clients and suppliers of the disclosing party, together with all information derived by the receiving party from such information and any other information clearly designated by a party as being confidential (whether or not it is marked 'Confidential'), or which ought reasonably to be considered as confidential;

'Fee' means the fees payable for the Accreditation Licence by the Licensee to CIPD and any amount due for Student registration, delivery sites, changes to approvals as set out in the CIPD Centre Fees document as published on the CIPD website at www.cipd.co.uk;

'Force Majeure Event' means any acts, events, omissions or accidents beyond a party's reasonable control including, but not limited to, pandemic, epidemic, war, riot, civil commotion, terrorist attack, fire, flood, storm, strikes, lockouts or other industrial disputes, excluding any such event relating to or induced by the workforce of the affected party;

'Good Practice' means exercising the same skill, expertise and judgement and using facilities and resources of a similar or superior quality as might be expected from a supplier in the Licensee's industry, profession or trade who:

- (a) is skilled and experienced in providing the services in question; and
- (b) takes all reasonable care and is diligent in performing its obligations;

'Intellectual Property Rights' means any and all intellectual property rights of any nature anywhere in the world including but not limited to all patents, utility models, copyright and related rights, trade marks, logos, service marks, trade, business or domain names, goodwill, design rights, rights in databases, moral rights, know-how and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection and **'Intellectual Property'** shall be construed accordingly;

'Material Default' means any breach of this Agreement which CIPD considers to be sufficiently material as to justify termination of all or part of this Agreement including, but not limited to, any breach of clause 5.4, 6.3, 10.4, 10.5, 10.6, 10.9, 10.12, 10.13(b), 10.16; 10.18, 11 (and Schedule 4), 14, 17 or 18.1;

'Month' means a calendar month;

'Performance Criteria' means the criteria stipulated by CIPD as set out in Schedule 2 to assess the Licensee's performance as an Accredited Programme Provider approved to deliver CIPD Accredited Programmes;

'Students' has the meaning ascribed to it under recital (B) above;

'Transfer Plan': means the plan for the orderly transition of the Licensee's obligations under this Agreement in the event of full or partial termination of this Agreement, prepared and updated in accordance with clause 14; and

'VAT' means value added tax chargeable in the United Kingdom for the time being and any similar additional tax.

IT IS NOW HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION

- 1.1 Clause and schedule headings shall not affect the interpretation of this Agreement.
- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.3 Words in the singular shall include the plural and vice versa. Words imparting a gender shall include the other genders.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.5 Any reference to a party is to a party to this Agreement.
- 1.6 A reference to 'writing' or 'written' includes email.
- 1.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 References to clauses and the Schedules are to the clauses of, and Schedules to, this Agreement. The Schedules (including appendices) form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules (including appendices).

2. LICENCE

- 2.1 CIPD grants the Accreditation Licence to the Licensee on the basis that the Licensee shall deliver the CIPD Accredited Programmes in accordance with the terms and conditions of this Agreement.
- 2.2 The parties acknowledge that the centre licence agreement entered into by the parties for the delivery of Approved Programmes prior to the commencement of this Agreement is and shall remain a separate agreement which shall continue in full force and effect until terminated in accordance with its terms.

3. TERM

This Agreement shall commence on the Accreditation Date and continue subject to the Licensee continuing to meet the requirements of this Agreement, unless otherwise terminated by either party pursuant to clause 12.

4. CIPD ACCREDITED PROGRAMMES

- 4.1 The Licensee agrees to deliver the CIPD Accredited Programmes in accordance with the terms of this Agreement and shall comply with all policies, procedures and guidance notes as may be issued by CIPD from time to time.
- 4.2 CIPD will advise the Licensee of any changes to these requirements as soon as reasonably practicable after the changes are made.

5. FEE AND PAYMENT

- 5.1 The Licensee shall pay the Fee to CIPD in accordance with the payment terms set out in the CIPD Centre Fees document.
- 5.2 CIPD will issue the Licensee with an invoice in respect of the Fee and the Licensee will pay the Fee within 30 calendar days of the date of the invoice.
- 5.3 CIPD may review the Fee from time to time, and any changes to the Fee will be notified to the Licensee in writing.

- 5.4 Failure or delay in making any payment due to CIPD under this Agreement will constitute a Material Default.

6. LICENCE TO USE CIPD BRANDING

- 6.1 CIPD grants to the Licensee a non-transferable, non-exclusive, revocable licence, to use the CIPD Branding in connection with the delivery of CIPD Accredited Programmes in accordance with the terms and conditions of this Agreement.
- 6.2 The Licensee acknowledges that all Intellectual Property Rights in the CIPD Branding are the sole and exclusive property of CIPD.
- 6.3 The Licensee shall use the CIPD Branding only as expressly authorised in this Agreement and in accordance with the Branding Requirements and shall observe any further directions given by CIPD in relation to the use of the CIPD Branding. A breach of this clause 6.3 by the Licensee shall constitute a Material Default.

7. INDEMNITY

- 7.1 The Licensee shall indemnify CIPD against any and all liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs) incurred or suffered by CIPD arising out of the performance or non-performance by the Licensee of this Agreement or arising in connection with the delivery of CIPD Accredited Programmes.
- 7.2 To the fullest extent permitted by law, CIPD shall not be liable to the Licensee for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from the Licensee's exercise of the rights granted to it under this Agreement.

8. INTELLECTUAL PROPERTY

- 8.1 All Intellectual Property Rights owned by CIPD as at the date of this Agreement shall remain the sole property of CIPD.
- 8.2 Any Intellectual Property created by the Licensee during the delivery of CIPD Accredited Programmes or in connection with this Agreement shall vest solely in the Licensee.
- 8.3 The Licensee shall at any time during the term of this Agreement if so required by CIPD, and in the event of the termination of this Agreement for whatever reason (whether lawfully or otherwise), immediately surrender to CIPD or destroy at CIPD's sole discretion all original and copy documents in its possession, custody or control belonging to CIPD or relating to its business, together with any other Intellectual Property belonging to or created for CIPD.

9. CONFIDENTIAL INFORMATION

- 9.1 Each party shall keep the other party's Confidential Information confidential and shall not without the prior written consent of the other party:
- (a) use such Confidential Information except for the purpose of performing its rights and obligations under this Agreement; or
 - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.
- 9.2 The obligations set out in clause 9.1 shall not apply to any Confidential Information which:
- (a) either party can show to the satisfaction of the other was already in its possession at the time of disclosure other than by a breach of any confidentiality obligation;
 - (b) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - (c) is already in the public domain at the date of disclosure or becomes publicly available through no fault of either party; or

- (d) the parties agree in writing is not confidential or may be disclosed.
- 9.3 A party may disclose the other party's Confidential Information:
- (a) to such of its employees, agents or representatives on a 'need to know' basis for the purpose of performing its rights and obligations under this Agreement; or
 - (b) to the extent that it is required to do so by law, by any governmental or other regulatory body or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
- 9.4 On termination of this Agreement each party shall on demand either destroy or return to the other all documents and materials (including any copies) containing, incorporating or based on the other party's Confidential Information.
- 9.5 The provisions of this clause 9 shall survive termination of this Agreement.

10. LICENSEE'S OBLIGATIONS

- 10.1 The Licensee shall comply with this Agreement in accordance with Good Practice and Applicable Laws.
- 10.2 The Licensee shall exercise all due skill, care and diligence to ensure that the CIPD Accredited Programmes are delivered by appropriately experienced, qualified and trained personnel.
- 10.3 Without prejudice to the generality of clause 10.2, the Licensee shall ensure that the delivery of CIPD Accredited Programmes is strictly in accordance with the Performance Criteria and with all other requirements in respect of CIPD Accredited Programmes notified by CIPD to the Licensee from time to time.
- 10.4 The Licensee shall notify CIPD and provide Relevant Details if at any time:
- (a) it has six or more Students who are employed by the same organisation registered on a CIPD Accredited Programme with the same commencement date; or
 - (b) it intends to deliver a CIPD Accredited Programme as an in-house programme for an organisation where all registered Students are employed by the same organisation.

For the purpose of this clause 10.4 **Relevant Details** means the contact details (including full name; job title; work email address and telephone number) of the main contact from the relevant organisation employing the Students. The Licensee shall ensure that it has all necessary consents and notices in place to enable lawful transfer of the Relevant Details to CIPD for marketing and performance management purposes.

- 10.5 The Licensee shall notify CIPD in advance if at any time it is or intends to become party to a partnership arrangement with another organisation in respect of any CIPD Accredited Programme and shall:
- (a) provide full details and a signed copy of the heads of agreement that documents the respective roles and responsibilities of the Licensee and its proposed partner (the '**Heads of Agreement**');
 - (b) notify CIPD within 10 Business Days if:
 - (i) any changes are made to the proposed partnership or the Heads of Agreement; or
 - (ii) any existing partnership is dissolved or discussions relating to a proposed partnership are terminated for any reason whatsoever; and
 - (c) in the event that any change to such partnership has or is likely to have a detrimental impact on the Licensee's ability to offer CIPD Accredited Programmes, to act in accordance with clause 10.13 with a view to enabling registered Students to complete a CIPD Accredited Programme or to transfer to a suitable alternative CIPD Accredited Programme at another CIPD Accredited Programme Provider.
- 10.6 The Licensee shall ensure that all Students who are registered for a CIPD Accredited Programme are also registered as current members of CIPD. The Licensee shall inform all Students of the requirements and benefits of CIPD professional recognition and membership.

- 10.7 The Licensee shall act as an ambassador for CIPD and undertakes to develop and maintain a professional and constructive relationship with CIPD.
- 10.8 The Licensee shall on reasonable notice from CIPD permit CIPD, a CIPD nominated representative to inspect the delivery of CIPD Accredited Programmes to ensure that the Performance Criteria are being complied with.
- 10.9 The Licensee is required to gain CIPD accreditation prior to commencing the delivery of a CIPD Accredited Programme in a different delivery method and or at a different delivery location and or with a different partner. For the avoidance of doubt, the Licence issued to the Licensee is limited to the delivery locations and delivery methods and, where appropriate, delivery partner for which approval has been granted.
- 10.10 In the event that the Licensee decides to discontinue any CIPD Accredited Programme or where there are anticipated ownership/governance changes then the Licensee shall notify CIPD within 10 Business Days of such decision or such a change first being anticipated and shall ensure that arrangements for existing Students are maintained or that transfer arrangements are agreed with the CIPD to enable completion of the respective CIPD Accredited Programme in accordance with the terms of this Agreement.
- 10.11 If the Licensee does not deliver a CIPD Accredited Programme to new Students for a period of two consecutive years, approval for such CIPD Accredited Programme will be deemed to have lapsed and the Licensee shall be required to obtain re-approval from CIPD before recruiting any further Students to such CIPD Accredited Programme.
- 10.12 If the Licensee becomes aware that it has failed to maintain the Performance Criteria, it shall inform CIPD within five Business Days and shall, if so required by CIPD, suspend delivery of all CIPD Accredited Programmes until such time as CIPD is satisfied that the Performance Criteria will be maintained.
- 10.13 If the Licensee fails to deliver a CIPD Accredited Programme in accordance with this Agreement and any policies, procedures and guidance notes as may be issued by CIPD from time to time, the Licensee hereby undertakes:
- (a) to comply with any and all of the following staged responses, as may be demanded by CIPD at its absolute discretion:
- (i) meet all CIPD accreditation and monitoring action and development points;
 - (ii) arrange for senior management of the Licensee to discuss the failure with CIPD;
 - (iii) arrange an audit or visit to the Licensee by a CIPD representative and to pay any costs associated therein;
 - (iv) accept suspension of Student registrations with CIPD;
 - (v) accept suspension of CIPD Accredited Programme approval; or
 - (vi) accept termination of this Agreement in accordance with clause 12 below, and
- (b) if, having been notified of a response under 10.14 (a), it fails within a reasonable time to take appropriate action in pursuance of that response, such failure shall constitute a Material Default.
- 10.14 In the event of termination of a CIPD Accredited Programme, the Licensee shall provide notice to CIPD within 10 Business Days of how it proposes to deal with the Students registered on such CIPD Accredited Programme, with a view to enabling them to complete the CIPD Accredited Programme or transfer to a suitable alternative CIPD Accredited Programme at another Accredited Programme Provider. The Licensee agrees that CIPD shall be entitled to veto any proposed alternative CIPD Accredited Programme and/or Accredited Programme Provider at its absolute discretion. In such circumstances, the Licensee undertakes to work constructively with CIPD to agree an appropriate alternative CIPD Accredited Programme to meet the registered Students' needs and reasonable expectations, either to be delivered by that Accredited Programme Provider or by another Accredited Programme Provider as determined by CIPD.

- 10.15 The Licensee shall allow CIPD or CIPD's authorised representatives or agents to have access to the Licensee's premises at all reasonable times in order to audit and take copies of the Licensee's books and records related to this Agreement.
- 10.16 The Licensee shall comply (and ensure compliance by its officers, employees and agents) with all applicable laws, regulations, codes and guidance from time to time in force relating to (a) anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010; (b) the Modern Slavery Act 2015 and (c) Diversity and Inclusion obligations under clause 14.
- 10.17 The Licensee shall co-operate with CIPD in all matters relating to CIPD Accredited Programmes, and comply with CIPD's instructions including any policies, procedures and guidance notes as may be issued by CIPD from time to time.
- 10.18 The Licensee shall not do or omit to do anything which may cause CIPD to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business.
- 10.19 The Licensee shall be responsible for the legality, reliability, accuracy and quality of any data provided to CIPD in connection with the CIPD Accredited Programmes and pursuant to this Agreement.

11. DATA PROTECTION

The data protection obligations of the parties under this Agreement are set out in Schedule 4.

12. TERMINATION

- 12.1 Either party may terminate this Agreement in whole by giving the other party not less than three Months' written notice without financial penalty. However, upon such notice to terminate, each party shall remain liable to the other for the payment of any outstanding sums and any sums which would otherwise be or become due to the other during such three Month notice period including, for the avoidance of doubt, any such sums which remain unpaid upon or after expiry of the notice period.
- 12.2 Without prejudice to any other rights that have accrued under the Agreement or any other rights or remedies that it may have, CIPD may by giving written notice to the Licensee immediately terminate all or part of this Agreement if:
- (a) the Licensee commits a Material Default;
 - (b) the Licensee commits a breach of this Agreement which is not capable of remedy;
 - (c) the Licensee commits a breach of this Agreement which is capable of remedy but which it has failed to remedy within 10 Business Days of receipt of a notice from CIPD requiring that breach to be remedied;
 - (d) the Licensee commits repeated breaches of its obligations under this Agreement (whether of the same or different obligations and regardless of whether these breaches are capable of remedy), the cumulative effect of which shall be a Material Default;
 - (e) the Licensee has been required to take one or more of the staged responses set out in 10.13(a) above and, having been subjected to additional or alternative responses under 10.13(b), continues for a further period of 10 Business Days not to take appropriate action pursuant to such responses;
 - (f) the Licensee is unable to pay its debts within the meaning of section 123 Insolvency Act 1986 or any statutory modification or re-enactment of that or an equivalent provision in another jurisdiction;
 - (g) the Licensee commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangements with its creditors;
 - (h) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Licensee;
 - (i) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Licensee; or
 - (j) a person becomes entitled to appoint a receiver over the assets of the Licensee or a receiver is appointed over the assets of the Licensee.

- 12.3 In the event that CIPD decides to no longer offer a CIPD Accredited Programme, it shall be entitled to terminate the Accreditation Licence in respect of such CIPD Accredited Programme by giving the Licensee one Month's written notice. CIPD will provide to the Licensee the final date for Student registrations and certifications in respect of the relevant CIPD Accredited Programme. In such circumstance the parties agree that neither party shall be liable to the other for any loss, damages, costs, legal costs, professional and/or other expenses whatsoever.
- 12.4 CIPD may terminate this Agreement with immediate effect if it reasonably considers that continued association with the Licensee will bring it into disrepute or adversely affect its ability to achieve its charitable objectives.

13. CONSEQUENCES OF TERMINATION

- 13.1 On expiry or termination of this Agreement for any reason and subject to any express provisions set out elsewhere in this Agreement:
- (a) all outstanding sums payable by the Licensee to CIPD shall immediately become due and payable;
 - (b) all rights and licences granted pursuant to this Agreement shall cease; and
 - (c) the Licensee shall cease all use of the CIPD Branding.
- 13.2 In the event of the termination or expiry of this Agreement for any reason, the Licensee shall provide assistance as reasonably required by CIPD to facilitate the transfer of Students to another Accredited Programme Provider in accordance with a mutually agreed Transfer Plan.

14. DIVERSITY AND INCLUSION

- 14.1 The Licensee shall:
- (a) perform its obligations under this Agreement (including those in relation to the provision of CIPD Accredited Programmes) in accordance with:
 - (i) all applicable equality law (whether in relation to race, sex, gender identity/expression, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (ii) the CIPD's equality and diversity policy as provided to the Licensee from time to time; and
 - (iii) any other requirements and instructions which the CIPD reasonably imposes in connection with any equality obligations at any time under applicable equality law; and
 - (b) take all necessary steps, and inform the CIPD of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

15. WAIVER

No waiver by CIPD of any breach of the Licensee's obligations shall constitute a waiver of any other prior or subsequent breach and CIPD's rights, under this Agreement or otherwise, shall not be affected by any delay, failure, or omission to enforce or express forbearance granted in respect of any obligation of the Licensee.

16. VARIATION

No variation, supplement, deletion or replacement of or from this Agreement shall be effective unless made in writing and signed by or on behalf of each party.

17. NON-ASSIGNMENT

The Licensee may not assign, transfer, delegate or sub-contract any benefit or burden it has under this Agreement to any other party without the express prior written permission of the CIPD.

18. CHANGE IN OWNERSHIP

- 18.1 Either party shall immediately notify the other of any change in its ownership, or any pending legal actions, or other facts which would reasonably be expected to have an impact on the ability of that party to carry out its obligations under this Agreement.
- 18.2 For the purposes of this clause, a change in ownership shall mean the acquisition of the power by a person to secure by law or by corporate structure that the affairs of the party concerned are conducted in accordance with the wishes of that person and includes, but is not limited to, where any such person acquires (directly or indirectly) or holds in aggregate more than 50% of the voting rights in the party concerned.

19. SURVIVAL OF PROVISIONS

Termination of this Agreement shall not affect any of its provisions which are intended to continue to have effect after it has come to an end, which includes but is not limited to clauses 7, 8, 9, 10.16, 11, 19, 22, 24 and 25.

20. FORCE MAJEURE

- 20.1 Neither party shall be in breach of this Agreement, nor be liable in any way for loss, damage or expense arising directly or indirectly from any failure or delay in performing any obligation under this Agreement if such failure or delay results from a Force Majeure Event. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period or delay or non-performance continues for three Months or more, either party may terminate this Agreement with immediate effect by giving written notice to the other party. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to the relevant Force Majeure Event.

21. NOTICE

- 21.1 Any notice or other communication to be given under this Agreement shall be in writing, shall be deemed to have been duly served on, given to or made in relation to a party if it is left at the address of that party as stated at the beginning of this Agreement, unless otherwise stated, posted by first class post or registered post addressed to that Party at such address, or email to a machine situated at such address and shall if:
- (a) personally delivered, be deemed to have been received at the time of delivery;
 - (b) posted in the United Kingdom, be deemed to have been received on the second Business Day after the date of posting; or
 - (c) sent by email, be deemed to have been received on the day that it was sent,

provided that where, in the case of delivery by hand, or email and delivery or transmission occurs after 6.00 pm on a Business Day or on a day which is not a Business Day, receipt shall be deemed to occur at 9.00 am on the next following Business Day.

22. ENTIRE AGREEMENT

- 22.1 This Agreement, together with all policies, procedures and guidance notes issued by CIPD contains the entire agreement and understanding of the parties and supersedes all prior agreements, understanding or arrangements (both oral and written) relating to the subject matter of this Agreement.
- 22.2 Each party acknowledges that, in entering this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty of any person (whether a party to this Agreement or not).
- 22.3 Nothing in this clause shall limit any liability for fraud.

23. SEVERABILITY

- 23.1 If any provision of this Agreement (or any part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to

the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

23.2 If a provision of this Agreement (or any part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

23.3 The invalidity or partial invalidity of any term of this Agreement shall not affect the validity or enforceability of any other term of this Agreement.

24. RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999.

25. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.

26. GOVERNING LAW AND JURISDICTION

26.1 This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with, the law of England and Wales.

26.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

Signed by:



For and on behalf of **The Chartered Institute of Personnel and Development**

Name: Victoria Winkler

Position: Professional Development Director

Date: 28 March 2024

Signed by:



For and on behalf of the **Licensee**

Name: Shainaz Firfiray

Position: Programme Lead, MSc International Human Resource Management, & Senior Lecturer, Business School

Accredited Programme Provider name: University of Aberdeen

Date: 5th April 2024

SCHEDULE 1

CIPD ACCREDITED PROGRAMMES

MSc/PG Dip International Human Resource Management

SCHEDULE 2

PERFORMANCE CRITERIA

1. Ensure the Centre's Senior Management Team is supportive of the execution of this Agreement. In so doing, ensure there is an appropriate independence of organisational ownership from the exercise of academic authority, to guarantee the distinction between the academic function and other functions within the organisation, avoiding any conflicts of interest, barriers to access, or restrictive practices and maintaining the integrity of CIPD Accredited Programmes.
2. Ensure that there are available sufficient financial resources and facilities available to enable it to deliver educational programmes until at least the time by which every Student on a CIPD Accredited Programme has had the opportunity to complete that programme.
3. Take all reasonable steps to comply with requests for information or documents made by the CIPD as soon as practicable.
4. Assist the CIPD in carrying out any reasonable monitoring activities.
5. Retain a workforce of appropriate size and competence to undertake the delivery of the CIPD Accredited Programmes as required by the CIPD, to have available sufficient managerial and other resources to enable it effectively and efficiently to undertake the delivery of the CIPD Accredited Programmes as required by the CIPD including the following:
 - a) Provide members of the workforce with sufficient allocated time, resources and authority for them to effectively carry out their roles in relation to the CIPD Accredited Programmes.
6. Operate a complaints handling procedure, appeals process and malpractice policy and procedure for the benefit of Students.
7. Undertake the delivery of the CIPD Accredited Programme required by the CIPD in accordance with Applicable Laws including the Equality Act 2018 or any similar laws in any jurisdiction.
8. Only register Students for CIPD Accredited Programmes whom they reasonably expect to complete the CIPD Accredited Programme and that the Licensee has the resources, capability and capacity to deliver the CIPD Accredited Programme to the expected number of Students.
9. Maintain an appropriate Conflicts of Interest policy and declare all conflicts of interest to the CIPD immediately upon becoming aware of such conflict including any personal relationships between Centre staff and Students; or Centre staff and CIPD employees or Centre staff and external contractors.
10. Identify a single named point of accountability for the quality assurance and management of the delivery and assessment of the CIPD Accredited Programmes.
11. Maintain up-to-date contact details for the staff roles included in approval submission documentation
12. Advise CIPD promptly of any proposed changes or additions to the Accredited Programme, and gain approval prior to implementation.
13. Register all Students with CIPD using the designated online registration system
14. Supply Student results to CIPD in the format and structure designated by the CIPD using the designated online platform.
15. Maintain an infrastructure which can support: delivery and assessment; tracking of Student progress; the accumulation and transfer of credits; recording of exemptions, recognition of prior learning (RPL).

SCHEDULE 3

CIPD CENTRE BRANDING REQUIREMENTS

CIPD Branding

The Accredited Programme Provider's name and logo should appear as the main branding on all communications and the CIPD Accredited Programme Provider logo may be used alongside any other awarding organisation logos when promoting CIPD programmes.

All intellectual property rights in the CIPD Approved Centre logo are owned by CIPD. The Approved Centre logo is made up of the letters 'CIPD' and the wording 'Approved Centre' in a fixed logo style. Approved Centre logos must only appear in CIPD purple, or the white-out logo alternative (see below).

Sizing



Minimum width size: 20mm

Minimum width size for digital (online, screen): 104 pixels

Ideal width of logo for printed materials:

A6 25mm A3 50mm

A5 30mm A2 70mm

A4 40mm A1 90mm

Colours

The logo must appear in the shown below:



CIPD Purple



CIPD White Out

Schedule 4

DATA PROTECTION

'Agreed Purposes' means in the case of the receipt by CIPD of Shared Personal Data and the holding and use by CIPD of that Shared Personal Data for the purposes of discharging its obligations under this Agreement and clause 10.4 of the Agreement and in the case of receipt by the Licensee of Shared Personal Data from CIPD and the holding and use of that Shared Personal Data for the purpose of the provision of CIPD Accredited Programmes.

'Controller, Data Controller, Processor, Data Processor, Data Subject, Personal Data, Processing and appropriate technical and organisational measures' shall have the meanings given to them in the Data Protection Legislation.

'Data Protection Legislation' means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) ('**UK GDPR**'); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or Information Commissioner and applicable to a party.

'Personal Data Breach' means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

'Shared Personal Data' means the Personal Data to be shared between the parties under paragraph 1.1 of this Schedule. Shared Personal Data shall be as listed in Appendix A.

1. Purpose

- 1.1 This Schedule sets out the framework for the sharing of Personal Data between the parties as Data Controllers. Each party acknowledges that one party (the '**Data Discloser**') will regularly disclose to the other party (the '**Data Recipient**') Shared Personal Data collected by the Data Discloser for the Agreed Purposes. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Schedule is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. Any breach by a party of the Data Protection Legislation or any of its obligations under this Schedule shall constitute a Material Default entitling the other party to terminate the Agreement with immediate effect.
- 1.2 Notwithstanding paragraph 1.1, if and to the extent that the parties determine in respect of any Processing of Personal Data that the relationship between them is not one of Joint Controllers because it is between Controllers, or between Controller and Processor, then they will cooperate in agreeing and documenting appropriate arrangements for that other relationship or those other relationships.
- 1.3 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
 - 1.3.1 assist the other party, at the cost of the other party, in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or regulators;
 - 1.3.2 use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from Personal Data transfers;
 - 1.3.3 maintain complete and accurate records and information to demonstrate its compliance with its obligations under this Schedule and allow for audits by the other party or the other party's designated auditor; and

1.3.4 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

1.4 The parties shall each maintain all necessary registrations under the Data Protection Legislation.

2. Shared Personal Data

2.1 The parties shall process Shared Personal Data only for the Agreed Purposes.

2.2 Each party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with paragraph 2.3.

2.3 Each party shall ensure that it has legitimate grounds under the Data Protection Legislation for the processing of Shared Personal Data.

2.4 The Data Discloser shall, in respect of Shared Personal Data, ensure that it provides clear and sufficient information to the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their Personal Data, the legal basis for such purposes and such other information as is required by Article 13 of the UK GDPR including if Shared Personal Data will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the Data Subject to understand the purpose and risks of such transfer.

2.5 Each party shall comply with its obligations under Article 26 of the UK GDPR and:

2.5.1 shall make available to Data Subjects the essence of the arrangements contemplated by this Agreement as is required by Article 26(2) of the UK GDPR;

2.5.2 acknowledges that Data Subjects may exercise their rights under the GDPR in respect of and against each party in accordance with Article 26(3) of the UK GDPR; and

2.5.3 agrees to provide to the other party such cooperation as may reasonably be required to assist that other party in compliance with its obligations under Article 26 of the UK GDPR.

2.6 Where the Data Discloser is the Licensee it shall ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to CIPD for the Agreed Purposes. In doing so, the Licensee shall give full information to any Data Subject (including Students) whose Personal Data may be processed under the Agreement of the nature of such processing. This includes giving notice that, on the termination of the Agreement, Personal Data relating to them may be retained by or, as the case may be, transferred to CIPD or its successors and assignees. The Licensee undertakes to notify every Student that his Personal Data obtained in relation to the CIPD Accredited Programmes will be transferred to CIPD for the following purposes:

2.6.1 programme and membership registration;

2.6.2 communications in connection with CIPD membership and Performance Criteria monitoring;

2.6.3 issuing relevant certificates;

2.6.4 providing Relevant Details under clause 10.4 of the Agreement; and

2.6.5 where applicable, with the Education and Skills Funding Agency as part of the Learning Records Service.

3. Data Quality

3.1 The Data Discloser warrants and undertakes that it is entitled to provide the Shared Personal Data to the Data Receiver and it will ensure that the Shared Personal Data are accurate.

4. Data Subjects Rights

4.1 The parties each agree to provide such assistance as is reasonably required to enable the other party to comply with requests from Data Subjects to exercise their rights under the Data Protection Legislation within the time limits imposed by the Data Protection Legislation.

5. Data retention and deletion

5.1 The Data Receiver shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes.

5.2 Notwithstanding paragraph 5.1, the parties shall continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable in their respective countries and / or industry.

5.3 The Data Receiver shall ensure that any Shared Personal Data are returned to the Data Discloser or destroyed in accordance with the any deletion procedure agreed by the parties on termination or expiry of the Agreement unless required by law to retain the Personal Data. For the avoidance of doubt, unless otherwise agreed in a Transfer Plan in accordance with clause 14.2, any sharing of Personal Data between the parties shall cease upon the expiration or termination of the Agreement.

6. Security and training

6.1 The Data Discloser shall only provide the Shared Personal Data to the Data Receiver by using secure methods as agreed and set out in Appendix B.

6.2 The parties undertake to have in place throughout the duration of the Agreement appropriate technical and organisational security measures to:

6.2.1 prevent:

- (a) unauthorised or unlawful processing of the Shared Personal Data; and
- (b) the accidental loss or destruction of, or damage to, the Shared Personal Data

6.2.2 ensure a level of security appropriate to:

- (c) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
- (d) the nature of the Shared Personal Data to be protected.

6.3 The parties shall keep such security measures under review and shall carry out such updates as they agree are appropriate throughout the duration of the Agreement.

6.4 It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the technical and organisational security measures set out in Appendix B and the mitigating measures set out in Appendix A together with any other applicable national data protection laws and guidance and have entered into confidentiality agreements relating to the processing of Personal Data.

6.5 The level, content and regularity of training referred to in paragraph 6.4 shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and processing of the Shared Personal Data.

7. Data Transfers

7.1 For the purposes of paragraphs 7.1 to 7.3 (inclusive), transfers of Personal Data shall mean any sharing of Shared Personal Data by the Data Receiver with a third party, and shall include, but is not limited to, the following:

7.1.1 subcontracting the processing of Shared Personal Data;

7.1.2 granting a third party controller access to the Shared Personal Data.

7.2 If the Data Receiver appoints a third party processor to process the Shared Personal Data, it shall comply with Article 28 and Article 30 of the UK GDPR and shall remain liable to the Data Discloser for the acts and/or omissions of the Processor.

7.3 The Data Receiver may not make a transfer of Personal Data to a third party located outside the UK or the EEA as the case may be unless it;

7.3.1 complies with the provisions of Articles 26 of the UK GDPR; and.

7.3.2 ensures that (i) the transfer is to a country approved as providing adequate protection pursuant to section 17A of the DPA 2018; (ii) there are appropriate safeguards in place pursuant to Article 46 of the UK GDPR; or (iii) one of the derogations for specific situations in Article 49 of the UK GDPR applies to the transfer.

7.4 To the extent that the Licensee transfers Shared Personal Data from the EEA or is located in a third country where no other appropriate safeguard or exemption applies in respect to such restricted transfer, the parties hereby enter into the Standard Contractual Clauses 2016/679/EC (controller-to-controller transfers) as amended from time to time, which shall be deemed signed by the parties and incorporated by reference into this Schedule as follows:

7.4.1 The party that transfers the Shared Personal Data is the "Data Exporter" and the other party is the "Data Importer".

7.4.2 For the purposes of Clauses 8, 10, 11, 12, 13, 14, 15, 17, 18 of the Standard Contractual Clauses, the parties shall be deemed to have selected Module One: Transfer controller to controller.

7.4.3 Annex 2 to the Standard Contractual Clauses shall be deemed to be prepopulated with the information set out in Appendix A to this Schedule.

7.4.4 All references in the Standard Contractual Clauses to EU GDPR are amended to mean UK GDPR, the EU or Member States amended to the United Kingdom, and supervisory authority amended to the Information Commissioner's Office (the ICO).

8. Personal data breaches and reporting procedures

8.1 Each party shall comply with its obligation to report a Personal Data Breach to the Information Commissioner and (where applicable) Data Subjects and shall each inform the other party without undue delay on becoming aware of any breach of the Data Protection Legislation in relation to the Shared Personal Data irrespective of whether there is a requirement to notify the Information Commissioner or Data Subject(s).

8.2 The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

9. Direct marketing

9.1 If the Data Receiver processes the Shared Personal Data for the purposes of direct marketing, each party shall ensure that:

- 9.1.1 the appropriate level consent has been obtained from the relevant Data Subjects to allow the Shared Personal Data to be used for the purposes of direct marketing in compliance with the Data Protection Legislation; and
- 9.1.2 effective procedures are in place to allow the Data Subject to "opt-out" from having their Shared Personal Data used for such direct marketing purposes.

10. Indemnity

10.1 Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

Appendix A

DESCRIPTION OF SHARED PERSONAL DATA

Brief description of purpose of sharing	For the purposes of the Agreement
Duration of sharing	For the duration of the Agreement
Lawful basis for sharing	Performance of a contract
What categories of data are being shared?	In respect of Students: First name, surname, date of birth, membership/Student/student number, assessment performance Relevant Details (as defined in the Agreement)
Who is the data about?	Students
How is the sharing being done?	Uploading data to CIPD digital platforms By email (password protected)
What risks does the data sharing pose to data subjects (if any)?	Unauthorised access to data Loss or deletion of data
What mitigating measures are being taken to address those risks?	Restricted access to CIPD online platforms user access controls Data encryption Pseudonymisation where it is practical to do so Secure procedure for backing up all electronic Shared Personal Data and storing back-ups separately from originals Secure method of disposal of unwanted Shared Personal Data

Appendix B

Appropriate technical and organisational security measures

1. The parties shall use a digital moderation platform and an online registration system (together the 'Platforms') to transfer Shared Personal Data for the Agreed Purposes.
2. CIPD shall provide login and password details to the Licensee. The Licensee shall ensure all passwords for its use of the Platforms are kept secure, and confidential. The Licensee shall not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platforms available to any third party.
3. Licensee is solely responsible for the accuracy, quality, and legality of the Shared Personal Data relating to Students provided to CIPD on the Platforms. Licensee shall not provide or make available to CIPD any Shared Personal Data in violation of the Agreement or which is otherwise inappropriate for the purposes of the Agreement.
4. Licensee shall, and shall procure that all its employees shall, at all times use the Platforms in accordance with CIPD's instructions as communicated from time to time and not do or omit to do anything which may cause CIPD to breach any terms of its licence with the Platforms provider. In particular, the Licensee shall take commercially reasonable steps to:
 - i. limit access to the Platforms to authorised employees only and prevent any unauthorised access to, or use of, the Platforms and, in the event of becoming aware of any such unauthorised access or use, promptly notify CIPD;
 - ii. ensure the reliability and appropriate training of authorised employees;
 - iii. ensure that all authorised employees are made aware of the confidential nature of the data (including personal data) processed pursuant to this Agreement and have executed appropriate confidentiality agreements;
 - iv. ensure that it does not access, store, distribute or knowingly or recklessly transmit any viruses, or any material during its use of the Platforms that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or causes damage or injury to any person or property. CIPD reserves the right, without liability to the Licensee, to disable the Licensee's access to the Platforms if it breaches the provisions of this paragraph;

For the purpose of this Appendix B, '**authorised employee**' means an employee of the Licensee who has a need to know or otherwise access the Platforms and/or Shared Personal Data to enable the Licensee to perform its obligations under this Agreement. The total number of authorised employees shall not exceed the amount agreed with CIPD.

5. CIPD reserves the right to remove the Licensee's access to the Platforms in the event that it fails to comply with any terms of this Agreement including any policies or licence terms notified to the Licensee from time to time.