



ACCREDITATION AGREEMENT

This Agreement is dated

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PARTIES

- (1) **THE CHARTERED INSURANCE INSTITUTE** a corporate body formed under Royal Charter, with Company Number RC000104, and registered office address at 3rd Floor, 20 Fenchurch Street, London EC3M 3BY (“**CII**”)

and

- (2) **[FULL COMPANY NAME]**, a company incorporated in England and Wales [OR ALTERNATIVE INCORPORATION STATUS] with company registration number [XXXXXX], having its registered office at [ADDRESS] (“**the Customer**”).

BACKGROUND

[Initial Recitals]

- (A) The Accreditation Investigation and Accreditation Contract Period
CII will undertake an investigation to assess the potential to accredit the Customer’s [Customer’s presentation(s) at [INSERT DETAILS AND DATES ETC.]/[Customer’s [INSERT FULL TITLE OF CUSTOMER’S TRAINING PROGRAMME(S) OR COURSE(S)] [described in Recital B/C] operated for its [delegates/employees/clients] (“**the Customer’s Programme(s)**”) for the period [INSERT DATE] to [INSERT DATE] against CII’s [Continuing Professional Development (“**CPD**”) Accreditation Standards/Accredited/Approved Professional Development Centre (“**APDC**”)].
- (B) This Agreement refers to the [organisation and processes of the [] and the Customer’s presentation(s) at the event]. [The content of the presentations delivered by other organisations falls outside the scope of this Agreement.]
- (C) This Agreement covers the following CPD presentations/events:
- [INSERT DETAILS]
 - [INSERT DETAILS]
 - [INSERT DETAILS]

Together they are defined under this Agreement as the Customer’s Programme(s).

[Renewal Recitals]

- (A) The Accreditation Annual Review and Accreditation Contract Period
Subject to the Accreditation [Contract/Agreement] dated [INSERT DATE] CII has accredited the [Customer’s presentation(s) at [INSERT DETAILS AND DATES ETC.]/[Customer’s [INSERT FULL TITLE OF CUSTOMER’S TRAINING PROGRAMME(S) OR COURSE(S)] [described in Recital B/C] (“**the Customer’s Programme(s)**”) for the period [INSERT DATE] to [INSERT DATE] operated by the Customer for its [delegates/employees/clients] against [CII Continuing Professional Development (“**CPD**”)/[Accredited/Approved Professional Development Centre (“**APDC**”)]].
- (B) This Agreement refers to the [organisation and processes of the [] and the Customer’s presentation(s) at the event]. [The content of the presentations delivered by other organisations falls outside the scope of this Agreement.]

(C) This Agreement covers the following CPD presentations/events:

- [INSERT DETAILS]
- [INSERT DETAILS]
- [INSERT DETAILS]

Together they are defined under this Agreement as the Customer's Programme(s).

(D) In respect of [Continuing Professional Development ("CPD") Accreditation Standards Accredited/Approved Professional Development Centre ("APDC") Accreditation Standards/[Corporate Centre Assessment ("CCA")]] Accreditation CII has agreed to provide, and the Customer will pay for an Annual Review in each calendar year of the Customer's Programme(s) to ascertain whether the required CII accreditation standards for [Continuing Professional Development ("CPD") Accreditation Standards/Accredited/Approved Professional Development Centre ("APDC") Accreditation Standards] Accreditation status continue to be met subject to the terms and conditions of this Agreement.

[Changes since previous Accreditation]

- (A) The Accreditation Annual Review and Accreditation Contract Period
Subject to the Accreditation Agreement dated [INSERT DATE] CII has accredited the Customer's [INSERT PROGRAMMES] programmes for the period [INSERT DATE] to [INSERT DATE] operated by the Customer for its [delegates/employees/clients] against CII [Continuing Professional Development ("CPD")][Accredited/Approved Professional Development Centre ("APDC")].
- (B) The Customer's [INSERT PROGRAMMES] from Recital (A) are now included within its [INSERT DETAILS].
- (C) The Customer's [INSERT PROGRAMME], for its employees, is to be added to the scope of accredited Customer Programmes under this Agreement.
- (D) The Customer's [INSERT DETAILS], for its [WHO?], is to be added to the scope of accredited Customer Programmes under this Agreement.

IT IS AGREED AS FOLLOWS

1. INVESTIGATION & ANNUAL REVIEW, COMMENCEMENT AND DURATION

- 1.1 CII will undertake a rigorous investigation in accordance with the Accreditation Standards ("**the Accreditation Investigation**") and as amended from time to time and will confirm the potential to accredit the programme(s) ("**the Customer's Programme(s)**"), subject to the Accreditation Investigation. CII will award the Customer with CII Accreditation status for the training programme if, after investigation, the Customer's Programme(s) meets the required CII Accreditation status.
- 1.2 This Agreement shall commence on [INSERT DATE] and shall continue for [INSERT PERIOD] year(s) (plus a three-month period for initial review only), until [INSERT DATE], unless terminated earlier in accordance with clause 7.
- 1.3 CII will undertake the annual review ("**the Annual Review**") of the Customer's Programme(s) on the terms and conditions of this Agreement.
- 1.4 Any references to "the Services" under this Agreement shall be in reference to any work by the CII in relation to the Accreditation Investigation and the Annual Review. CII warrants to the Customer that the Services will be provided using reasonable care and skill.
- 1.5 CII will continue to undertake the Annual Review until the Customer's Programme(s) is/are terminated for whatever reason or where this Agreement is terminated in accordance with clause 7. CII expects the Customer's Programme(s) to be in continued compliance with the CII

Accreditation standards whilst holding CII Accreditation. The Accreditation Standards can be found here [\[CPD Accreditation Standards/APDC Accreditation Standards\]](#).

- 1.6 In the event that the Annual Review is not undertaken, due to the Customer's fault, then CII reserves the right to remove the Accreditation status from the Customer. See clause 2 for the Customer's obligations in relation to the Annual Review.
- 1.7 The Customer shall not use the Accreditation status in such a manner as to bring the CII into disrepute, and/or not make any statement regarding Accreditation which is untrue or may be considered misleading. The CII's Accreditation mark must only be used in accordance with the guidelines supplied by the CII from time to time.
- 1.8 The Customer shall discontinue the use of all claims to CII Accreditation Status that contain any reference to the CII or Accreditation upon suspension, non-renewal or withdrawal of Accreditation, and to return any certificates issued by the CII.

2. NOTICE OF ANNUAL REVIEW AND SITE VISIT

- 2.1 This clause 2 and clause 3 below does not apply to Customer's Programme(s) that will not be repeated. The Customer will be notified by CII at least eight (8) weeks in advance of the Annual Review and the Customer will be provided with details of the information and materials that CII need to undertake the Annual Review. Any information required by CII for review, must be submitted to the CII no later than one (1) month before the Annual Review Date, which is [INSERT DATE: Day/Month]. The Customer must inform the CII in advance, if it is unable to supply the CII with the information required within that time scale.
- 2.2 The Annual Review shall be carried out once every twelve (12) months thereafter unless terminated in accordance with this Agreement.
- 2.3 During the Agreement, the CII may carry out at least one site visit to the location(s) where the Customer's Programme(s) operate(s) in the UK and virtual site visits for international customers. The CII reserves the right to conduct further site visits prior to awarding an Accreditation.

3. ANNUAL REVIEW COORDINATOR

- 3.1 Throughout the term of this Agreement the Customer shall nominate a single point of contact, who shall be responsible for providing the required information to CII in relation to the Accreditation investigation and Annual Reviews and any other information requested by CII from time to time. The Customer shall notify CII of the contact details of the contact person within fourteen (14) days of the commencement of this Agreement.
- 3.2 In the event that the Customer wishes to appoint a different contact under clause 3.1 or if the nominated contact person leaves or is unavailable for an extended period, e.g., during an Accreditation investigation or Annual Review, the Customer shall nominate an alternative contact person within five (5) working days and inform the CII of such an appointment.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
 - (a) co-operate with CII in all matters relating to the Services;
 - (b) provide CII, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by CII to provide the Services;
 - (c) provide CII with such information and materials (within the time scales noted in clause 2.1) as CII may reasonably require to supply the Services and ensure that such information is accurate in all material respects. Repeated failure to provide the CII with the required information and materials may lead to suspension, or, following a withdrawal process, termination of the Accreditation as set out in clause 7.1.1;

- (d) prepare the Customer's premises as reasonably required by CII to provide the Services, including providing access to CII staff for meetings or to oversee the delivery of the Customer's Programmes for Accreditation purposes;
- (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
- (f) keep and maintain all materials, equipment, documents and other property of CII ("**CII Materials**") at the Customer's premises in safe custody at its own risk, maintain CII Materials in good condition until returned to CII, and not dispose of or use CII Materials other than in accordance with CII's written instructions or authorisation.

4.2 If CII's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission of the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):

- (a) CII shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays CII's performance of any of its obligations;
- (b) CII shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from CII's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) the Customer shall reimburse CII on written demand for any costs or losses sustained or incurred by CII arising directly or indirectly from the Customer Default.

5. PAYMENTS

[5.1 In consideration of the Accreditation Investigation by CII the Customer shall pay CII £[] within 30 days of the date of the invoice.]

OR

[5.1 In consideration of the Customer fully complying with the assurances set out in Schedule 1, the CII will perform the Annual Review without charge to the Customer. Should the Customer not fully comply with the assurances in Schedule 1, the Customer agrees to pay the CII an accreditation fee of £1,500.]

[5.2 In consideration of the Annual Review undertaken by CII, the Customer shall pay CII £[] per year and throughout the term of this Agreement. On receipt by CII of the information required as stated in clause 4.1(c), the CII shall issue an Invoice and the Customer shall pay this invoice within 30 days of the date of the invoice.]

5.3 Subject to prior approval by the Customer, the Customer shall reimburse the CII for any reasonable travel and accommodation expenses incurred by the CII for the sole purpose of undertaking the Accreditation Investigation (including site visits) and Annual Reviews and these expenses are charged at cost including VAT.

5.4 If the Customer fails to pay on the due date any amount for Services delivered, which is payable to CII, save in respect of payments which are in dispute, then that amount shall bear interest from the due date until payment is made in full both before and after any judgment at 4% per annum above the base rate of HSBC Bank plc from time to time. Such interest shall accrue on a daily basis and be compounded quarterly. CII reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

6. NOTIFICATION OF CHANGES TO CUSTOMER'S PROGRAMME(S)

6.1 The Customer shall notify CII immediately of any change in circumstance which materially affects the operation of the Customer's Programme(s) including details of any training courses that have been changed or withdrawn.

7. TERMINATION

7.1 This Agreement may be terminated:

7.1.1 in writing by CII immediately in the event that CII does not award Accreditation status or where CII removes the Customer's Accreditation status following the CII Accreditation withdrawal process.

7.1.2 where the Customer has given no less than one (1) month's written notice prior to the Annual Review Date, set out in clause 2.1, to CII that it does not wish an Annual Review to be undertaken.

7.2 Either party may immediately terminate this Agreement by giving written notice to the other party if any of the following events occurs:

(a) the other party has committed a material breach of this Agreement and which (in the case of a breach capable of remedy) has not been remedied within 30 days of the receipt by the other party of a notice specifying the breach and requiring its remedy;

(b) an order is made or a petition is presented for the bankruptcy of the other party;

(c) an order is made or a resolution is passed for the winding-up of the other party except in the case of a voluntary winding-up for the purposes of a scheme of reconstruction or amalgamation, the terms of which shall previously have been approved in writing by the other party;

(d) an administration order is made or a petition for such an order is presented in respect of the other party;

(e) a receiver (which expression shall include an administrative receiver) is appointed in respect of the other party or any of the other party's assets;

(f) the other party is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(g) any voluntary arrangement is proposed under section 1 of the Insolvency Act 1986 in respect of the other party;

(h) the other party ceases, or threatens to cease, to carry on business;

(i) any event analogous to those described in clauses 7.2(b) to 7.2(h) occurs in relation to the other party in any jurisdiction in which that other party is incorporated or resident or carries on business; and

(j) the other party is the subject of any change of control (as defined in Section 1124 of the Corporation Tax Act 2010).

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Subject to Accreditation status being awarded and remaining in force during the term of this Agreement, CII grants the Customer a non-exclusive, non-transferable licence ("**the Licence**") to use the name "Chartered Insurance Institute" or any CII approved derivative thereof on all material relating to the Customer's Programme(s) that have been awarded CII Accreditation status, for the duration of this Agreement, and, if applicable, subject to the Customer maintaining the CII Accreditation status following the Annual Review.

8.2 On all materials relating to the Customer's Programmes(s) the Customer shall ensure that CII's Accreditation logo is only used in accordance with CII's specified guidelines as amended from time to time.

8.3 In the event of this Agreement being terminated for whatever reason the Licence shall be terminated forthwith.

8.4 The Customer shall not use (other than as authorised under the provisions of this Agreement) nor seek to register any trade mark or trade name (including any company name) which is identical to or confusingly similar with or incorporates any trade mark or trade name which CII or any associated company of CII owns or claims rights in anywhere in the world.

8.5 The Customer agrees to promptly and fully notify CII of: -

8.5.1 any actual, threatened or suspected infringement of any intellectual property rights granted under the Licence which comes to the Customer's notice; and

8.5.2 any claim by any third party that comes to the Customer's notice that the Licence infringes the rights of any person.

8.6 The Customer agrees (at CII's request and expense) to do all such things as may be reasonably required to assist CII in taking or resisting any proceedings in relation to any infringement or claim referred to in clause 8.5.

9. LIMITATION OF LIABILITY

9.1 This clause 9 sets out the entire financial liability of CII (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer in respect of any breach of this Agreement and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

9.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

9.3 Nothing in this Agreement limits or excludes the liability of CII:

9.3.1 for death or personal injury resulting from negligence; or

9.3.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by CII.

9.4 Subject to clause 9.2 and clause 9.3 CII shall not be liable for:

9.4.1 loss of business; or

9.4.2 depletion of goodwill and/or similar losses; or

9.4.3 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

9.4.4 CII's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to the payments made by the Customer under clause 5.

10. NO PARTNERSHIP OR AGENCY

10.1 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

11. NOTICES

11.1 Any notice required to be given by either party to the other party under this Licence shall be served personally, sent by first class pre-paid post addressed to the other party's representative at the address stated below or sent to the party's representative via email.

In the case of CII:

The Qualifications Director
The Chartered Insurance Institute
3rd Floor
20 Fenchurch Street
London EC3M 3BY

In the case of the Customer:

Email: CIIaccreditation@cii.co.uk

Email:

11.2 Any notice serviced personally shall be considered given at the time of such service, any notice given by first class pre-paid letter shall be deemed to have been received within two days after the date of posting (upon provision of evidence of such posting) unless the contrary is proved and any notice given by email shall be deemed to have been given on the date of transmission.

- 17.3 A notice in relation to the service of any proceedings or other documents in any legal action cannot be validly given via email and must be served in accordance with the relevant rule or practice direction under the English Civil Procedure Rules.

12. DISPUTE RESOLUTION

- 12.1 If any dispute arises in connection with this Agreement, the parties shall within 14 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.
- 12.2 If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure.

13. ANTI-BRIBERY COMPLIANCE

- 13.1 CII and Customer shall:
- 13.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- 13.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 13.1.3 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 13.1.2, and will enforce them where appropriate; and
- 13.1.4 promptly report any request or demand for any undue financial or other advantage of any kind received by the other party in connection with the performance of this agreement.

14. CONFIDENTIALITY, PUBLICITY AND DATA PROTECTION

- 14.1 Each party shall during and after the term of this Agreement keep confidential all information of a confidential nature (including, without limitation, trade secrets and information of commercial value) (the “**Confidential Information**”) which may become known to such party from the other party and which relates to the other party. Neither party shall use for its own purpose nor without the prior written consent of the other party, disclose to any third party any Confidential Information, unless such information is public knowledge, is already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Clause 14, or subsequently comes lawfully into the possession of such party from a third party not under a duty of confidentiality.
- 14.2 The terms of this Agreement are confidential and may not be disclosed by the Customer without the prior written consent of CII.
- 14.3 The parties agree that they shall:
- 14.3.1 process personal data only in accordance with written instructions given by the other party and only to the extent and in such a manner as is necessary for the provision of the Services or as required by law;
- 14.3.2 implement and maintain appropriate technical and organisational measures to meet the requirements of applicable data protection legislation, including (but not limited to) Article 32 of the GDPR;
- 14.3.3 not transfer personal data outside the EEA without the prior written consent of the other party and, where consent is given, implement such safeguards as notified to that party in writing;
- 14.3.4 ensure that persons authorised to process personal data under this Agreement are under a duty of confidentiality with respect to such personal data;
- 14.3.5 not engage a processor or sub-processor without the prior written consent of the other party and, where consent is given, only on terms equivalent to those in this clause 14 or as specifically agreed to between the parties.

- 14.3.6 remain responsible and liable for its obligations hereunder as primary obligor for all acts and omissions of its sub-processors;
 - 14.3.7 co-operate and assist the other party or any regulator with any request or enquiry relating to the processing activities or compliance with this Agreement or applicable data protection legislation;
 - 14.3.8 immediately inform the other and provide such assistance and co-operation as they may require:
 - (a) if any instruction given infringes applicable data protection legislation;
 - (b) of any unauthorised or unlawful access to the other party's personal data;
 - (c) if that party receive any request or complaint from a data subject or regulator that relates to this Agreement.
 - 14.3.9 provide the other party with all such information or reasonable assistance as they may request;
 - 14.3.10 upon termination of this Agreement or as may be requested in writing at any time by either party, return or destroy all personal data, including all existing copies of it.
- 14.4 The parties agree to indemnify the other against any actions, costs, liabilities, losses, damages and expenses which either party may suffer or incur as a result of any breach by the other of any of the undertakings given in this clause. This indemnity will not apply to relieve a party of any loss caused by its own actions/omissions.

15. FORCE MAJEURE

- 15.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing.

16. ASSIGNMENT

- 16.1 The Customer shall not without the prior written consent of the CII, assign, transfer, subcontract, charge, lend or deal in any other manner its rights and obligations under this Agreement.

17. AMENDMENTS

- 17.1 Any amendment, waiver or variation of this Agreement shall not be binding on the parties unless set out in writing and signed by each of the parties.

18. ENTIRE AGREEMENT

- 18.1 This Agreement, the recitals and the applicable Accreditation Standards [CPD Accreditation Standards/APDC Accreditation Standards] and any Schedules and any documents annexed otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter. In the case of any conflict between this Agreement, Accreditation Standards and any Schedules, this Agreement will prevail.

- 18.2 Each party acknowledges that, in entering into this Agreement and the documents referred to in it or annexed to it, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement or those documents. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement or those documents (whether made innocently or negligently) shall be for breach of contract.

- 18.3 Nothing in this clause shall limit or exclude any liability for fraud.

19. VARIATION

- 19.1 No variation of this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

20. WAIVER

- 20.1 A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 20.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

21. SEVERANCE

- 21.1 If any provision of this Agreement (or 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.

22. THIRD PARTY RIGHTS

- 22.1 No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Agreement, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

23. GOVERNING LAW AND JURISDICTION

- 23.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute which may arise between the parties concerning the Agreement shall be determined by the English courts and the parties hereby submit to the exclusive jurisdiction of the English courts.

Signed:

Signed:

on behalf of
THE CHARTERED INSURANCE INSTITUTE

on behalf of
[THE CUSTOMER]

Print Name:

Print Name:

[SCHEDULE 1]

[Outline the goods/services that the Customer is offering the CII e.g.

- That the Customer will provide all CII members a 20% discount on the attendance fee for [event]
- That the CII may host a stand at the [event] at no cost to the CII
- That the Customer will host/support/fund a focus group for [xxxxxx] at no cost to the CII.]