



ACCREDITATION AGREEMENT (“THE AGREEMENT”)

This Agreement is dated 202_

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 at [INSERT DETAILS AND DATES ETC.] of the Customer’s programmes operated for its delegates (“**the Customer’s Programme(s)**”) for the period [INSERT DATE] against CII [Continuing Professional Development (“**CPD**”) Accreditation standards/Accredited/Approved Professional Development Centre (“**APDC**”).
- (B) This Agreement refers only to the [organisation and processes of the [] and the Customer’s presentation at the event].

[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 CPD programme described in Recital B (“**the Customer’s Programme(s)**”) for the period [INSERT DATES] operated by the Customer for its [delegates/employees] against CII Continuing Professional Development (“**CPD**”)/Accredited/Approved Professional Development Centre (“**APDC**”).
- (B) This Agreement covers the following CPD [Events/Programmes]:
- [INSERT DETAILS]
 - [INSERT DETAILS]
 - [INSERT DETAILS]

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

- (C) In respect of [CPD/TBA] 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 [CPD] 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 DATES] operated by the Customer for its [INSERT WHO THE TRAINING IS FOR] 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. COMMENCEMENT AND DURATION

- 1.1 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 6.

2. ANNUAL REVIEW

- 2.1 CII will undertake the annual review ("**the Annual Review**") of the Customer's Programme(s) which it repeats annually on the terms and conditions of this Agreement. The Annual Review shall be carried out once every 12 months thereafter unless terminated in accordance with this Agreement. If 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.

- 2.2 During this 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. CUSTOMER'S OBLIGATIONS

- 3.1 "The Services" shall mean any work by the CII in relation to the Accreditation Investigation set out in Schedule 1 and the Annual Review. CII warrants to the Customer that the Services will be provided using reasonable care and skill. The Customer shall co-operate with CII in all matters relating to the Services including:
- (a) access to the Customer's premises as reasonably required by CII or its employees, agents, consultants or sub-contractors to provide the Services;
 - (b) provide CII with accurate information and materials within the time scales the CII may reasonably require subject to clauses 3.2 and 6.1.1;
 - (c) obtain and maintain all necessary permissions which may be required; and
 - (c) keep and maintain all materials, equipment, documents and other property of CII ("**CII Materials**") at the Customer's premises identified as the CII's Materials as the CII's bailee.
- 3.2 Any act or omission of the Customer or failure by the Customer to perform any relevant obligation

("Customer Default") preventing or delaying the Services shall entitle CII to: -

- (a) suspend performance of the Services until the Customer remedies the Customer Default without liability for the Customer's costs arising;
- (b) seek reimbursement on written demand for any costs or losses sustained or incurred by CII arising from the Customer Default.

- 3.3 The Customer shall nominate a single point of contact within fourteen (14) days of the commencement of this Agreement, who shall be responsible for providing any information required by CII in relation to the Accreditation investigation and Annual Reviews from time to time.

- 3.4 In the event that the Customer wishes to appoint a different contact person under clause 3.3 or if the nominated contact person leaves or is unavailable for an extended period, e.g., during an Accreditation investigation, the Customer shall nominate an alternative contact person within five (5) working days and inform the CII of such an appointment.

- 3.5 The Customer shall not use the Accreditation status in such a manner as to bring the CII into disrepute and CII's Accreditation mark must only be used in accordance with the guidelines supplied by the CII from time to time.

4. PAYMENTS

- [4.1 In consideration of (a) the Accreditation Investigation by CII the Customer shall pay CII £[] within 30 days of the date of the invoice; (b) the Annual Review undertaken by CII, the Customer shall pay CII £[] per year and throughout the term of this Agreement. The CII will charge the Customer agreed reasonable travel and accommodation expenses, evidenced by receipts, at cost including VAT, incurred during the Accreditation Investigation or Annual Review.]

OR

- [4.1 Should the Customer not fully comply with the assurances in Schedule 2, the Customer agrees to pay the CII an accreditation fee of £[1,500]. The CII will charge the Customer agreed reasonable travel and accommodation expenses, evidenced by receipts, at cost including VAT, incurred during the Accreditation Investigation or Annual Review.]

- 4.2 The Customer shall pay interest on any sum due under this Agreement, calculated as follows:
- (a) 4% a year above HSBC's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
 - (b) From when the overdue sum became due, until it is paid.

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

- 5.1 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.

6. TERMINATION

- 6.1 This Agreement may be terminated:

- 6.1.1 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.
- 6.1.2 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.

- 6.2 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 thirty (30) days of the receipt by the other party of a notice specifying the breach and requiring its remedy;
- (b) the other party is bankrupt, in the process of being wound-up, in administration or receivership, insolvent, has a voluntary arrangement in place, has ceased or threatened to cease carrying on its business, or has experienced a change of control.

- 6.3 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.

7. INTELLECTUAL PROPERTY RIGHTS

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

- 7.2 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.

- 7.3 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.

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

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

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

- 7.5 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 8.4.

8. LIMITATION OF LIABILITY

- 8.1 This clause 8 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.

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

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

8.3.1 for death or personal injury resulting from negligence; or

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

8.4 Subject to clause 8.2 and clause 8.3 CII shall not be liable for:

8.4.1 loss of business, depletion of goodwill and/or similar losses, any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

8.4.2 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 4.

9. NO PARTNERSHIP OR AGENCY

9.1 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).

10. NOTICES

10.1 Any notice given to a party under or in connection with this Agreement shall be in writing and addressed to the other party's representative and address set out in Schedule 1 at the address. Any notice given under this Agreement shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); and shall be deemed to have been received if: -
 - (i) delivered by hand, on signature of a delivery receipt;
 - (ii) sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - (iii) sent by email, at the time of transmission, or, if this time falls outside business hours, i.e. 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt, when business hours resume; or
- (b) sent by sent by email to the address specified in Schedule 1, or to another appropriate email address as communicated from time to time.

10.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. DISPUTE RESOLUTION

11.1 If any dispute arises in connection with this Agreement, the parties shall within fourteen (14) days of a written request from one party to the other, meet in a good faith effort to resolve the dispute. 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.

12. ANTI-BRIBERY COMPLIANCE

12.1 CII and Customer shall:

- 12.1.1 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**");
- 12.1.2 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;
- 12.1.3 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 12.1.2, and will enforce them where appropriate; and
- 12.1.4 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.

13. CONFIDENTIALITY, PUBLICITY AND DATA PROTECTION

13.1 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 13, or subsequently comes lawfully into the

possession of such party from a third party not under a duty of confidentiality.

13.2 The terms of this Agreement are confidential and may not be disclosed by the Customer without the prior written consent of CII.

13.3 The parties agree that they shall:

- 13.3.1 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;
- 13.3.2 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;
- 13.3.3 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;
- 13.3.4 ensure that persons authorised to process personal data under this Agreement are under a duty of confidentiality with respect to such personal data;
- 13.3.5 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 13 or as specifically agreed to between the parties;
- 13.3.6 remain responsible and liable for its obligations hereunder as primary obligor for all acts and omissions of its sub-processors;
- 13.3.7 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;
- 13.3.8 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.
- 13.3.9 provide the other party with all such information or reasonable assistance as they may request;
- 13.3.10 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.

13.4 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.

14. MISCELLANEOUS

14.1 Force Majeure. 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.

14.2 Assignment. 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.

14.3 Amendments and Variation. 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. 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.

14.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.5 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement]¹ based on any statement in this Agreement.

14.6 Waiver. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or

¹ Delete as applicable

restrict the further exercise of that or any other right or remedy.

enforceable by, any person who is not a party to this Agreement, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

14.7 Severance. 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.

14.8 Third Party Rights. No term of this Agreement is intended to confer a benefit on, or to be

15. GOVERNING LAW AND JURISDICTION

15.1 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:

on behalf of **Chartered Insurance Institute**

Print Name:

Signed:

on behalf of the Customer

Print Name:

SCHEDULE 1

<u>The Accreditation Investigation</u>
CII will undertake a rigorous investigation in accordance with the Accreditation and will confirm the potential to accredit the Customer's Programme(s).
CII will award the Customer with CII Accreditation status for the training programme if, after investigation, the Customer's Programmes meets the required CII Accreditation status.

<u>The Annual Review</u>	
The annual review date for the Customer's Programme(s) is: [Day Month]	
3 months in advance of the Annual Review Date	The Customer will be notified by CII of the Annual Review and will be provided with details of the information required by the CII to undertake the Annual Review.
No later than 1 Month before the Annual Review Date	The Customer must submit to the CII any information that has been requested to conduct the Annual Review. The Customer must inform the CII in advance, if it is unable to supply the information required within that time scale.
CII will continue to undertake the Annual Review until the Customer's Programme(s) is/are terminated. 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].	

CII addressee under Clause 10	Customer addressee under Clause 10
CII Qualifications Director 3rd Floor 20 Fenchurch Street London EC3M 3BY CIIaccreditation@cii.co.uk 020 7417 3589	Title Name Address Email Telephone No

[SCHEDULE 2

THE SERVICES

[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.]