

Terms and Conditions for ALS Quality Panel Members

These Terms and Conditions govern the terms in relation to the evaluation of HCV and HCV-HCSA assessment reports by Members of the Assessor Licensing Scheme Quality Panel.

Members are required to read all of these Terms and Conditions; however Members particular attention is drawn to the provisions of clause 3 (Quality Panel Obligations), 8 (Confidentiality), 9 (Limitation of Liability) and 10 (Indemnity).

1 Interpretation

1.1 Definitions

In these Terms and Conditions, the following definitions apply:

ALS: is the HCV Network Assessor Licensing Scheme.

Assessor: an individual that has been granted an Assessor Licence or Provisional Assessor Licence.

Assessor Licence: an accreditation issued by HCV Network to an individual that has met certain criteria allowing the individual to hold themselves out as accredited by HCV Network in relation to the HCV assessments or HCV-HCSA assessments it conducts and the HCV assessment or HCV-HCSA assessment reports it produces.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Commencement Date: has the meaning set out in clause 2.3.

Confidential information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives whether before or after the date of this agreement in relation to the evaluation of Reports by the Member, including but not limited to:

(a) any information that would be regarded as confidential by a reasonable business person relating to:

(i) the business, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and

(ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs);

(b) any information which could have a detrimental effect on the Licensor, any member of the group of companies to which it belongs, HCV Network Ltd or the HCV Network, and confidential information provided by stakeholders.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data



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Protection Act 2018 or any successor legislation and any other directly applicable European Union regulation relating to data protection and privacy.

Fees: the charges payable to the Member by HCV Network in accordance with clause 4.

Fully Licenced Assessor: a person who has been granted an Assessor Licence.

HCV: High Conservation Value

HCV Network: HCV Network Limited, a company limited by guarantee registered in England and Wales with registered number 9710578.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Member: a member of the Quality Panel, which may also refer to and include a Quality Manager as applicable.

Provisional Assessor Licence: a provisional accreditation issued by HCV Network to an individual that has met certain criteria allowing the individual to hold themselves out as provisionally accredited by HCV Network in relation to the HCV assessments or HCV-HCSA assessments it conducts and the HCV assessment or HCV-HCSA assessment reports it produces.

Public Summary: a standalone summary of all relevant issues and essential information from the Report, the form and content of which must be in accordance with the template available on the Website.

Quarter: the periods 1 January to 31 March; 1 April to 30 June; 1 July to 30 September; and 1 October to 31 December;

Quality Manager: a person appointed by HCV Network to be a quality manager.

Quality Panel: a group of experts in relevant disciplines and the interpretation and use of the HCV and or HCSA approach that are assigned to evaluate Reports.

Report: an HCV or HCV-HCSA assessment report which a Fully Licenced Assessor or a Provisionally Licenced Assessor has produced as part of the Assessor Licensed Service.

Representatives: means, in relation to a party, its employees, officers, representatives and advisers.

Website: the ALS website, being <https://hcvnetwork.org/als>.

1.2 Construction

In this Agreement, the following rules apply:

- 1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a reference to a party includes its personal representatives, successors or permitted

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assigns;

- 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
 - 1.2.4 (d) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
 - 1.2.5 (e) a reference to **writing** or **written** includes faxes and e-mails.
- 1.3 Controller, processor, data subject, personal data, processing and appropriate technical and organisational measures shall have the meaning as set out in the Data Protection Legislation in force at the time.

2 Application to Join the Quality Panel

- 2.1 An application for membership of the Quality Panel constitutes an offer by the individual to serve as a member of the Quality Panel and provide evaluation services on behalf of HCV Network on the terms set out below.
- 2.2 HCV Network shall review all applications to join the Quality Panel against its published criteria available on the website. The Contract shall come into existence (**Commencement Date**) only at the point when HCV Network accepts the appointment of the Member as appropriate.
- 2.3 Subject to the termination clause 11, this Agreement will commence on the **Commencement Date** and shall continue in force for an initial 12months, and thereafter shall automatically renew for further 12months period unless terminated by either party giving notice (**Contract Term**).
- 2.4 This Agreement constitutes the entire agreement between the parties. The Member acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of HCV Network which is not set out in this Agreement.
- 2.5 Any samples, drawings, descriptive matter or advertising issued by HCV Network are issued or published for the sole purpose of giving an approximate idea of the ALS. They shall not form part of this Agreement or have any contractual force.
- 2.6 These Terms apply to this Agreement to the exclusion of any other terms that the Member seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3 Quality Panel Obligations

- 3.1 The Members shall:
 - 3.1.1 Be available to perform the functions of a Member
 - 3.1.2 Evaluate Reports in accordance with the Procedure and Checklist for Evaluating High Conservation Value Assessment Reports in force from time to time and which can be found on the Website (the "**Evaluation Procedure**")
 - 3.1.3 Adhere to and comply in all material respects with the Quality Panel Code of Conduct
 - 3.1.4 Evaluate Reports in a timely manner in accordance with the agreed process:



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- (a) The Quality Manager shall, after receiving notification via the Website that the Report and any associated fees have been submitted to HCV Network, shall either have:
 - (i) requested further documentation from the Assessor; or
 - (ii) confirmed that the Report is complete and post the title of the Report on the Website and allocated Quality Panel Members to evaluate the Report;
- (b) The Member shall notify the Quality Manager whether or not there is a conflict of interest and if there is a conflict of interest the Quality Manager shall:
 - (i) Confirm the Member can continue with the evaluation; or
 - (ii) Allocate another Member to evaluate the Report;
- (c) The Member shall evaluate the Report in accordance with the Evaluation Procedure and this Agreement.
- (d) The Member shall issue one of the following findings through the web platform on the Website:
 - (i) The Report is considered satisfactory;
 - (ii) The Report is considered unsatisfactory.

3.1.5 If a Report is considered unsatisfactory the Assessor may appeal to HCV Network or resubmit an amended version of the Report to the Quality Manager via the Website. In such circumstances a Member shall evaluate the amended version of the Report and submit his findings in accordance with clause 3.1.4(d). Assessors are permitted to submit up to two amended versions of the Report.

3.1.6 The Quality Manager shall take responsibility for determining whether an Assessor Licence or Provisional Assessor Licence should be cancelled if after re-submission of a second amended version of the Report, a Member considers the Report to continue to be unsatisfactory.

4 Fees

4.1 The Member shall be paid the fees as set out in the Agreement for Services.

5 Intellectual property rights

5.1 All Intellectual Property Rights in the Report and all HCV Network Materials are owned by, or licensed to, HCV Network.

5.2 HCV Network grants to the Member a fully paid-up, worldwide, non-exclusive, royalty-free revocable licence during the term of this Agreement to copy and modify the HCV Network Materials for the sole purpose of evaluating the Reports as part of the role of being a Member.

5.3 The Quality Member shall not sub-license, assign or otherwise transfer the rights granted in clause 5.2.

5.4 HCV Network grants permission to evaluate and or amend any Reports as part of providing the

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functions of a Member, by way of a present assignment of future rights, assigns absolutely and irrevocably to HCV Network all rights, title and interest that the Member may have or may in future acquire in the amended Report.

5.5 This clause 5 shall survive termination of this Agreement.

6 Use of the Website and Personal Information

6.1 The Member's use of the Website is governed by HCV Network's [Terms of Website Use](#).

7 Data Protection

7.1 For the purpose of this Agreement, the parties acknowledge that HCV Network is the data controller and the Member is a processor in respect of personal data that HCV Network transfers to the Member or authorises the Member to collect and process on behalf of HCV Network.

7.2 The Member acknowledges that to the extent that HCV Network is processing personal data of the Member, HCV Network will process such data in accordance with the terms of its [Privacy Policy](#).

7.3 Schedule 1 to this Agreement sets out the scope, nature and purpose of processing; the duration of the processing and the types of personal data and categories of data subject whose data is to be processed by the Member on behalf of HCV Network.

7.4 To the extent that performance of the Member's obligations under this Agreement involves processing of personal data on behalf of HCV Network, the Member shall:

7.4.1 only carry out processing of personal data strictly in accordance with the written instructions of HCV Network and only carry out such processing to the extent necessary to enable the Member to perform its obligations under this Agreement;

7.4.2 promptly notify HCV Network of any request from an individual data subject to exercise his rights under the Data Protection Legislation for access to, rectification, correction, or erasure of personal data or any request to restrict or object to any processing of his personal data;

7.4.3 promptly carry out any request from HCV Network to amend, transfer, copy or delete any personal data; and

7.4.4 provide all information or assurance reasonably necessary to demonstrate compliance with its obligations under this clause and the Data Protection Legislation;

7.5 The Member warrants and undertakes that it has and shall maintain, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, appropriate technical and organisational measures to ensure a level of security appropriate to the risk;

7.6 The Member acknowledges that it shall not acquire any rights in or to any personal data and shall only use it in connection with the delivery of its obligations under this Agreement. On termination or expiry of this Agreement, or on written request by HCV Network, the Member shall promptly cease to use any such personal data and shall arrange for its safe return or destruction.



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- 7.7 The Member shall:
- 7.7.1 not transfer any personal data outside the European Economic Area without the prior written consent of HCV Network;
 - 7.7.2 provide all assistance reasonably required to support HCV Network in complying with its obligations under the Data Protection Legislation in relation to breach notification, consultant or engagement with the Information Commissioner or conducting any required impact assessment; and
 - 7.7.3 The Member shall indemnify HCV Network against any actions, costs, proceedings, liabilities, losses, damages and expenses which HCV Network may suffer or incur as a result of any breach by the Member, of any of the provisions of this clause.
- 7.8 The Member shall inform HCV Network without undue delay and in any event within 24 hours of becoming aware of any personal data breach, including any actual, suspected or threatened loss, leak or unauthorised processing or disclosure of any personal data.

8 Confidentiality

- 8.1 The provisions of this clause shall not apply to any Confidential Information that:
- 8.1.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
 - 8.1.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - 8.1.3 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; or
 - 8.1.4 the parties agree in writing is not confidential or may be disclosed
- 8.2 Each party shall keep the other party's Confidential Information confidential and shall not:
- 8.2.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (**Permitted Purpose**); or
 - 8.2.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 8.
- 8.3 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- 8.3.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - 8.3.2 it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,

and at all times, it is liable for the failure of any Representatives to comply with the obligations set



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out in this clause 8.

- 8.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, 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 and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 8.5 A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.
- 8.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this clause 8 are granted to the other party, or to be implied from this agreement.
- 8.7 On termination of this agreement, each party shall:
- 8.7.1 destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
- 8.7.2 erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
- 8.7.3 certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party.
- 8.8 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 8.9 The provisions of this clause shall continue to apply after termination of this agreement.

9 Limitation of liability

- 9.1 Nothing in this Agreement shall limit or exclude either party's liability for:
- 9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
- 9.1.2 fraud or fraudulent misrepresentation.
- 9.2 Subject to clause 9.1:
- 9.2.1 HCV Network shall under no circumstances whatever be liable to the Member, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with



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this Agreement; and

9.2.2 HCV Network's total liability to the Member in respect of all losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed an amount equal to the Fees paid to the Member during the course of the calendar year during which the event giving rise to the liability occurs.

9.3 This clause 9 shall survive termination of the Contract.

10 Indemnity

10.1 The Member shall indemnify and keep indemnified HCV Network against all liabilities, costs, third party claims, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profits, loss of business, loss of reputation, depletion of goodwill and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by HCV Network as a result of or in connection with the Member's act, omission or breach of this agreement.

10.2 This clause 10 shall survive termination of this Agreement.

11 Termination

11.1 Without limiting its other rights or remedies, HCV Network may terminate this Agreement by giving the other party 30 days written notice.

11.2 Without limiting its other rights or remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

11.2.1 the other party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of receipt of notice in writing to do so;

11.2.2 the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

11.2.3 the other party is unable to pay its debts generally or within the meaning of the Insolvency Act 1986, is negotiating with its creditors in relation to settlement of any debt, is or is likely to be wound up (if a company) or is or is likely to be the subject of a bankruptcy petition (if an individual), Or the other party suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or

11.2.4 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

12 Consequences of termination

12.1 On termination of this Agreement for any reason:

12.1.1 HCV Network will revoke the appointment of membership of the Quality Panel with



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immediate effect and will remove the Member's details from the Website;

- 12.1.2 the Member shall immediately discontinue all use of materials indicating their membership of the Quality Panel;
- 12.1.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry; and
- 12.1.4 clauses which expressly or by implication survive termination shall continue in full force and effect.

13 Force majeure

- 13.1 For the purposes of this Agreement, Force Majeure Event means an event beyond the reasonable control of HCV Network including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of HCV Network or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 13.2 HCV Network shall not be liable to the Member as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.
- 13.3 If the Force Majeure Event prevents HCV Network from providing any of its obligations under this Agreement for more than 12 weeks, HCV Network shall, without limiting its other rights or remedies, have the right to terminate this Agreement immediately by giving written notice to the Member.

14 HCV Network's right to vary these Terms

- 14.1 HCV Network may amend these terms from time to time. The Member should check the Website from time to time to take notice of any changes made. Any such changes will be binding on the Member.

15 General

- 15.1 **Assignment.** The Member shall not assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement or any part of it.

15.2 Notices

- 15.2.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.
- 15.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working



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day Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

- 15.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 15.3 **Severance.** In the event that any provision of these terms of use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law and the unenforceable portion shall be deemed to be severed from these terms of use. Such determination shall not affect the validity and enforceability of the remaining provisions.
- 15.4 **Waiver.** A waiver of any right under this Agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising 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 its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.5 **No partnership or agency.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 15.6 **Third parties.** A person who is not a party to this Agreement shall not have any rights to enforce its terms.
- 16 Governing law and Jurisdiction**
- 16.1.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 16.1.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1

1 Subject Matter and duration of the processing of personal data

- 1.1 Personal data in relation to the evaluation of Reports by the Member may include any or all of the following personal data:
- (a) In relation to the Assessor:
 - (i) Name; address; business telephone number; mobile number;
 - (ii) email address
 - (iii) educational background



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- (iv) professional qualifications
- (b) In relation to personal data in the Reports, personal data in relation to individual contacts of companies that use the Assessor Licenced services including a contacts name, title, business address, and business telephone number and email address.
 - 1.1.2 The types of personal data processed does not include any Special Categories of Data as defined in the Data Protection Legislation.
 - 1.1.3 The purpose of processing the personal data is to enable the Member to perform the services under this Agreement and evaluate Reports.
 - 1.1.4 The duration of processing the personal data is limited to the time necessary for the Member to assess Reports under the ALS.

Quality Panel Member

I hereby acknowledge receipt and acceptance of The HCV Network Terms and Conditions for ALS Quality Panel Members, which will form a part of all the contracts for provision of services between myself and The HCV Network.

Signature: _____

Name: _____

Position: _____

Organisation: _____

Address: _____

Date: _____