

## 1. Nomenclature

### 1.1. NSI

National Security Inspectorate. NSI and National Security Inspectorate are trading names of Insight Certification Limited.

### 1.2. Consultancy / The Consultancy

The organisation granted or applying for NSI affiliation with the Associate Consultancy Programme.

### 1.3. Associate Consultancy Programme (ACP)

A referral programme agreement into which NSI and a Consultancy enter, as defined herein. The ACP does not imply or guarantee any special or exclusive privileges for consultancy or consultancy's clients. The ACP does not comprise any financial arrangement or compensation for any party.

## 2. Agreement

With the completed Application Form, these terms and conditions form the Associate Consultancy Programme (ACP) agreement. The ACP agreement enables registered organisations and individuals that have satisfied the requirements of the NSI ACP to offer agreed consulting services as an NSI Associate Consultancy.

The registered NSI ACP consultancy and its individual consultants may display the NSI Consultancy logo, illustrated at 10. *Associate Consultancy Programme Logo*, in this document.

Registration with the NSI Consultancy does not guarantee any enquiries from third parties for services envisaged by this Consultancy agreement.

## 3. ACP Registration

### 3.1. Application

Following application, NSI will evaluate suitability of the Consultancy organisation to join the ACP. Application and the NSI evaluation of your suitability does not guarantee your initial or continuing registration with the ACP, which is subject to NSI's sole discretion.

### 3.2. Registration

When NSI is satisfied of your suitability and compliance, NSI shall provide you with an NSI ACP logo for your use and place your contact details on the NSI ACP web page.

This ACP agreement does not constitute a partnership or joint venture between us, nor does it constitute either you or us as the agent of the other for any purpose.

### 3.3. Agreement Duration and Termination

This ACP agreement shall come into force for a 12 month period on the day NSI confirms your ACP registration. The agreement will be renewed each 12 months at NSI's discretion, subject to an annual review of Consultancy referrals (new certification clients or additional certification business in existing clients) to NSI in the preceding year.

Either Party may terminate this ACP Agreement immediately by written notice if:

- (a) the other Party commits any breach of any of the provisions of this ACP agreement and, in the case of a breach capable of remedy, fails to fix the breach within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
- (b) the other Party becomes insolvent or is declared bankrupt or enters into receivership whether administrative or otherwise, or ceases or threatens to cease to carry on business.

NSI may terminate the ACP agreement immediately if, in NSI's opinion, the consultancy has acted in such a way as to bring the ACP and/or NSI's reputation into disrepute.

Termination of ACP registration for any reason will include immediate removal of the Consultancy from the NSI web site, and immediate removal of permission to use the NSI ACP logo.

### 3.4. Law

English Law governs this ACP agreement and both Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

The Consultancy must conform to all relevant legislation, for example: Company's Act, Working time directive, Data Protection Act.

## 4. Consultancies

### 4.1. Security Screening

Security industry consultants must be screened to BS 7858.

### 4.2. Ongoing Monitoring

NSI may make visits as required to monitor the competence and effectiveness of your registered individual consultants in providing a professional service that satisfies both the terms and spirit of this ACP agreement.

### 4.3. Continuous Professional Development

As an NSI ACP consulting company, you must maintain your consultant's skills and knowledge applicable to the consulting services offered.

### 4.4. Consultant Undertaking

Every consultant employed or contracted by the consultancy to deliver consulting services to NSI Approved Companies and Applicants, shall:

- Exhibit the highest standard of professional conduct.
- Exhibit the integrity required to avoid conflicts of interest and to protect the confidentiality of the consultant's client.
- Inform the Consultancy and NSI of any potential risk to impartiality
- Be accountable for their own actions.
- Offer and provide services within their registered competencies.
- Protect commercial information and not seek advantage from it.
- Comply with all legislation and regulations that apply.

## 5. Publicity and Promotion

In order to maintain the integrity of NSI, you agree not to make any misleading statement concerning the scope of your affiliation with the NSI ACP to any third party and will use your best endeavours to ensure that no one connected with you gives any such misleading impression or any other misleading impression relating to your competence in this field.

## 6. Working with NSI

You warrant that all information provided to NSI shall be accurate and complete in all respects, and that it complies with applicable laws and that it does not breach any third party's rights. You indemnify NSI from and against any losses claims and costs that NSI may suffer as a result of any claim made against NSI from a third party.

## 7. Undertaking

You undertake to inform NSI of changes to consultancy details, for example: address, contact telephone numbers, email addresses.

Each year, on or before the anniversary of ACP affiliation, you will provide NSI with a list of Approved Companies that are your consulting clients, each detailing the scope of your consulting activities, and highlighting business provided to NSI during the year.

NSI undertakes to provide to the Consultancy appropriate technical newsletters and circular letters relating to the schemes supported by the consultancy.

You undertake to inform NSI of risks that potentially threaten impartiality and integrity.

## 8. Confidentiality

You agree not to use any confidential or proprietary information belonging to NSI received pursuant to this ACP agreement or any other agreement between NSI and you, other than to comply with this ACP agreement. Confidential information includes any information relating to NSI, its business, trade secrets, customers, suppliers or any other information of whatever nature which NSI may deem to be confidential.

This confidentiality undertaking shall continue during this the term of this ACP Agreement and for 12 months after it has ended (for whatever reason).

## 9. General Indemnity

You agree to indemnify and defend, at your own expense, NSI from all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of your acts or omissions, in the performance of any service or work that may arise as contemplated by this ACP agreement. This indemnity will continue after termination of this ACP Agreement.

## 10. Associate Consultancy Programme Logo



Appropriate graphic files can be acquired from NSI.

### 10.1. Ownership of the Associate Consultancy Scheme Logo

For the term of this ACP Agreement, NSI grants to you a non-exclusive licence to use the ACP Logo. This non-exclusive licence will end when this ACP agreement ends. You will have no rights in the ACP Logo and any goodwill in the ACP Logo that may be created by your use of it shall belong to NSI.

This ACP agreement does not give you a licence to use any other trade mark, trade name or logo owned or used by NSI, all of which you may not use unless you have a separate licence from NSI to do so. You will not pass yourself off as a subsidiary of NSI, or a member or partner of it or any of the companies in its group. You will not use any other logo that is similar to any other NSI trade mark or trade name, which may cause confusion or imply that you are a subsidiary, member or partner of NSI.

You will use the ACP Logo in the form stipulated by NSI from time to time and comply with the requirements of NSI as to its position, colour and size.

You will only use the NSI logo in relation to your consulting activities registered with NSI.

You agree that you shall not, and shall procure that your personnel, affiliates and their personnel shall not, damage the name or reputation of NSI.

## 11. Force Majeure

Neither Party shall be liable for a failure to perform its obligations in this ACP agreement if the failure is caused by any event that either Party could not have reasonably anticipated or controlled.

## 12. Limitation of Liability

NSI shall not be liable for any loss, cost, claim or expense that you may suffer for any reason as a result of your entering into this ACP agreement, except for liability for death or personal injury directly resulting from NSI's acts or omissions.

## 13. Insurance

NSI requires you to produce annually satisfactory evidence that you have adequate insurance coverage for the purpose of meeting any third party liability and professional indemnity.

## 14. Assignment

This Associate Consultancy Agreement is specific to the Consultancy and you may not assign. NSI may assign this Associate Consultancy Agreement to any of its other group companies.

## 15. Entire Agreement

This ACP Agreement defined herein forms the entire agreement between the Parties. This ACP agreement may not be changed, modified or varied except with the written agreement of NSI.