

## 1. Nomenclature

### 1.1. NSI

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

### 1.2. Consultancy / The Consultancy

The organisation accepted or applying for acceptance onto the NSI register of NSI Associate Consultancies.

### 1.3. Associate Consultancy Programme Agreement (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 the Consultancy or the Consultancy's clients. The ACP does not comprise any financial arrangement or compensation for any party.

## 2. ACP Agreement

With the completed Application Form these terms and conditions form the ACP Agreement between NSI and the Consultancy. This Agreement enables a registered Consultancy to offer agreed consulting services as an NSI Associate Consultancy.

The registered Consultancy may for the duration of this Agreement, display the NSI Associate Consultancy logo, illustrated at 9. *Associate Consultancy Programme Logo*, in this document.

Registration as an NSI Associate Consultancy does not guarantee any enquiries or referrals from third parties for services envisaged by this Consultancy Agreement.

## 3. ACP Registration

### 3.1. Application

Following application by the Consultancy, NSI will evaluate suitability of the Consultancy to be accepted onto the ACP register. Application and the NSI evaluation of suitability does not guarantee initial or continuing registration, which is subject to NSI's sole discretion.

### 3.2. Registration

When NSI is satisfied of the Consultancy's suitability and compliance, NSI shall:

- confirm the Consultancy's application to join the ACP register is accepted;
- place the Consultancy's details on the register with a unique registration number;

- publish the Consultancy's details on the NSI ACP web page; and
- provide the Consultancy with an NSI ACP logo bearing its unique registration number for its exclusive use.

This Agreement does not constitute a partnership or joint venture between NSI and the Associate Consultancy, nor does it constitute either party as the agent of the other for any purpose.

### 3.3. Agreement Duration and Termination

This Agreement shall come into force for the period starting on the day NSI issues confirmation of the Consultancy's registration and ending 31st December of the same year. The Agreement will then be renewed annually commencing on the 1st January, at NSI's discretion, subject to an annual review of Consultancy referrals (new certification clients or additional certification business in existing clients) and following the receipt of an annual declaration of Interests made by the Consultancy and its consultants (refer to section 7) to NSI, and confirmation of its Insurance cover (refer to section 12).

Either Party may terminate this 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 this 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, or it considers there is a significant threat to the impartiality of NSI should the Agreement continue.

Termination of the Agreement for any reason will include immediate removal of the Consultancy from the NSI ACP Register, the NSI web site, and immediate removal of permission to use the exclusive NSI ACP logo by the Consultancy and its consultants. It will also require the Consultancy to remove any opinion about or reference to involvement in or association with the NSI ACP from

its own website and all other controlled media.

### 3.4. Law

English Law governs this 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 including but not limited to the Companies Act, Working time Directive, and Data Protection Act.

## 4. Consultancies

### 4.1. Security Screening

Security industry consultants working for the Consultancy must be screened to BS7858.

### 4.2. Ongoing Monitoring

NSI may make visits as it sees fit to monitor the competence and effectiveness the Consultancy in providing a professional service that satisfies both the terms and spirit of this Agreement.

### 4.3. Continuous Professional Development

The Consultancy agrees to maintain and be able to provide evidence of its consultants' skills and applicable knowledge, CPD and ongoing delivery of the consulting services offered.

### 4.4. Consultant Undertaking

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

- Exhibit the highest standard of professional conduct.
- Exhibit the integrity required to avoid conflicts of interest and to protect the confidentiality of the Consultancy'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.
- Take all reasonable and precautionary steps and be able to demonstrate those steps to protect client data, and individuals business tools e.g.

laptops, mobile phones, business information systems from cyber-attack.

## 5. Publicity and Promotion

To maintain the integrity of NSI, each Consultancy and its consultants individually agree not to make any misleading statement concerning the scope of the Associate Consultancy's association with NSI to any third party, and use all best endeavors to ensure that no one connected with the Consultancy gives any such misleading impression or any other misleading impression relating to their competence.

## 6. Working with NSI

The Consultancy warrants that all information provided to NSI shall be accurate and complete in all respects, and complies with applicable laws and does not breach any third party's rights. The Consultancy indemnifies 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

The Consultancy undertakes to inform NSI of changes to consultancy details, for example: consultants employed, address, contact telephone numbers, email addresses.

NSI undertakes to maintain accurate details of the Consultancy on its register and website, to provide to the Consultancy appropriate technical newsletters and circular letters relating to the NSI schemes supported by the consultancy.

The Consultancy undertakes to inform NSI of risks that potentially threaten impartiality and integrity of either Party. Each of the Consultancy's consultants shall complete an Interests Declaration in which any conflict of interest is declared, as part of the Consultancy's initial application, and thereafter prior to the annual renewal of the agreement. This shall include listing NSI Approved Companies and/or applicants that are consulting clients, detailing the scope of consulting activity in each case.

It is at NSI's sole discretion whether any conflict of interest or issues regarding impartiality identified should preclude and/or prohibit the consultancy from becoming or continuing to be an NSI Associate Consultancy.

The Consultancy agrees not to use any confidential or proprietary information belonging to NSI received pursuant to this Agreement or any other agreement between NSI and itself, other than to comply with this

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 Agreement and for 12 months after it has ended (for whatever reason).

## 8. General Indemnity

The Consultancy agrees to indemnify and defend, at its own expense, NSI from all suits, claims, demands, and liability of any nature or kind, including NSI costs and expenses, arising out of the Consultancy's acts or omissions, in the performance of any service or work that may arise as contemplated by this Agreement. This indemnity will continue after termination of this Agreement.

## 9. Associate Consultancy Programme Logo



The Registration Number issued by NSI to the Consultancy at the time registration is confirmed uniquely identifies the Consultancy. The logo must only be used by the Consultancy with the registration number as issued by NSI. The logo can be used by any consultant representing the Consultancy. Appropriate graphic files are available from NSI.

The use of this logo does not imply or allow the use of any other NSI logo in any way by the Consultancy.

### 9.1. Ownership of the Associate Consultancy Programme Logo

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

This Agreement does not give The Consultancy a license to use any other trade mark, trade name or logo owned

or used by NSI, all of which may not be used under the terms of this Agreement. The Consultancy will not pass itself off as a subsidiary of NSI, as an NSI approved company, or a member or partner of NSI or any of the companies in the NSI group. The Consultancy 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 The Consultancy is are a subsidiary, member or partner of NSI.

The Consultancy 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.

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

The Consultancy agrees that it shall not, and shall procure that its personnel, affiliates and their personnel shall not, damage the name or reputation of NSI.

## 10. Force Majeure

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

## 11. Limitation of Liability

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

## 12. Insurance

NSI requires the Consultancy to maintain continuous adequate insurance cover for the purpose of meeting any third party liability and professional indemnity, and produce annually satisfactory evidence to that effect.

## 13. Assignment

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

## 14. Entire Agreement

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