

**DATED**

**200[ ]**

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- (1) The Construction Industry Training Board
- (2) [The Company]

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**CPCS TEST CENTRE AGREEMENT**

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**CP** CONSTRUCTION PLANT  
**CS** COMPETENCE SCHEME

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**THIS AGREEMENT** is made on

200[ ]

## **BETWEEN**

- (1) **Construction Industry Training Board** (Registered Charity Number 264289) otherwise known as ConstructionSkills whose head office is at Bircham Newton, King's Lynn, Norfolk, PE31 6RH ("**the Owner**"); and
- (2) [**The Company**] (Company Registration Number [insert]) whose registered office is at [insert] ("**the Test Centre**")

## **BACKGROUND**

- (A) CPCS is owned by the Owner who allocates staff to manage and administer it on behalf of the CPCS Management Committee, who develops its policy and strategy.
- (B) The Owner has developed and is the owner of a number of CPCS Technical Tests to be used in relation to CPCS;
- (C) The Test Centre is an independent organisation which provides to individuals and businesses, testing facilities in relation to the construction industry.
- (D) The Test Centre wishes to become an Accredited CPCS Test Centre to enable it to deliver CPCS Technical Tests in accordance with the Scheme Rules.
- (E) The Owner is willing to Accredite the Test Centre and licence the CPCS Certification Marks in accordance with the terms and conditions of this Agreement.

## **OPERATIVE PROVISIONS**

### **1. DEFINITIONS**

- 1.1 In this Agreement the following expressions shall have the following meanings unless the context otherwise requires:

<b>"Accredit"</b>	means licensing the Test Centre to deliver the CPCS Technical Test in accordance with this Agreement and the Scheme Rules. Any reference to Accredited, Accreditation and
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	Accredited Test Centre shall be construed accordingly;
<b>“Appeal”</b>	means an Appeal against the items detailed in the Scheme Rules;
<b>“Branding Guidelines”</b>	means the obligations in relation to the CPCS Certification Marks detailed in <b>Schedule 4</b> ;
<b>“Business Day”</b>	means a day other than Saturday or Sunday or a public or bank holiday in England;
<b>“CA 2006”</b>	means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;
<b>“Commencement Date”</b>	means the [INSERT DATE];
<b>“CPCS”</b>	means the Construction Plant Competence Scheme, as more particularly described in the Scheme Rules;
<b>“CPCS Certification Marks”</b>	means the applications for UK registered certification marks listed in <b>Schedule 2</b> together with any granted registrations relating thereto and any associated unregistered marks;
<b>“CPCS IPR”</b>	means all the Intellectual Property Rights in and relating to CPCS;
<b>“CPCS Materials”</b>	means any documentation supplied by the Owner for the Test Centre’s use in relation to this Agreement;
<b>“CPCS Technical Test”</b>	means a CPCS technical test as set out in the Scheme Rules;
<b>“CPCS Test Site”</b>	means a place of operation which has been Accredited by the Owner for the purpose of delivering the CPCS Technical Tests;
<b>“CPCS Tester”</b>	means an individual who has met the requirements of CPCS and been issued with a CPCS Tester card;

<b>“Force Majeure”</b>	in relation to either party, circumstances beyond the reasonable control of that party, including, without limitation, acts of God, acts of governmental or supra-national authority, outbreak of hostilities, national emergency, an act of terrorism, riots, civil commotion, fire, explosion, flood, epidemic, restraints or delays affecting carriers;
<b>“Law”</b>	any statute, enactment, order, regulation or other similar instrument from time to time in force;
<b>“Operator”</b>	means an individual as defined within the Scheme Rules;
<b>“Scheme Rules”</b>	means the current CPCS Test Centre Scheme Rules as published and amended from time to time by the Owner;
<b>“Term”</b>	the period during which this Agreement remains in force in accordance with <b>clause 2</b> ;
<b>“Territory”</b>	means the United Kingdom; and
<b>“VAT”</b>	Value Added Tax.

- 1.2 The index and headings to the clauses of this Agreement shall not affect its construction.
- 1.3 Where the context so requires or admits, the masculine shall include the feminine and the neuter, and the singular shall include the plural and vice versa.
- 1.4 Any obligations on a party not to do or omit to do anything includes an obligation to use all reasonable endeavours not to allow that thing to be done or omitted to be done by a third party.
- 1.5 Any reference to “writing” or cognate expressions includes references to any communication effected by telex, cable, facsimile or any comparable means.
- 1.6 Any reference in this Agreement to a clause is a reference to a clause of this Agreement or to a Schedule is a reference to a Schedule of the

Scheme Rules and references to paragraphs are to paragraphs in the Schedule in which such paragraph appears.

- 1.7 The expression “person” means any individual, firm, company, corporation, incorporated association, partnership, government, state or agency of state, or joint venture.
- 1.8 Any reference to a statute or statutory provision shall be construed as a reference to the same as from time to time amended, consolidated, modified, extended, re-enacted, or replaced.
- 1.9 All amounts expressed in this Agreement as being payable by the Test Centre or the Owner are expressed (exclusive) of any VAT which may be chargeable and which shall be paid in addition at the rate for the time being prescribed by law.
- 1.10 The Schedules of the Scheme Rules shall have full force and effect as if they were set out in the operative part of this Agreement.
- 1.11 The use of the words “includes” or “including” shall be without prejudice to the generality.
- 1.12 References to “months” are references to calendar months.

## 2. **DURATION**

- 2.1 Subject always to the provisions for early termination and continued compliance with the Scheme Rules, this Agreement shall commence on the Commencement Date and shall terminate automatically without notice 5 years from the Commencement Date unless terminated earlier in accordance with this Agreement.

## 3. **OBLIGATIONS OF THE TEST CENTRE**

**The Test Centre shall:-**

- 3.1 deliver a minimum of 50 CPCS Technical Tests per annum using due skill, care and diligence and in accordance at all times with the Scheme Rules;
- 3.2 pay the Fees to the Owner in accordance with **clause 5** and **Schedule 1**;

- 3.3 at all times during the continuance in force of this Agreement and where applicable, following termination of this Agreement, observe and perform the terms and conditions set out in this Agreement;
- 3.4 will, in all correspondence and other dealings relating directly or indirectly to the licensing or other transactions relating to CPCS, clearly indicate that it is acting as an Accredited CPCS Test Centre and not as owner, developer or operator of CPCS;
- 3.5 will not incur any liability on behalf of the Owner or in any way pledge or propose to pledge the Owner's credit or purport to make any contract binding upon the Owner;
- 3.6 will at its own expense provide any advertising and publicity it requires for its operations;
- 3.7 at all times during the continuance in force of this Agreement and where applicable, following termination of this Agreement, observe and comply with the latest and most up to date version of the Scheme Rules (as made available by the Owner) and in particular:
  - 3.7.1 will submit to all quality assurance visits as detailed in section 7 of the Scheme Rules;
  - 3.7.2 will comply with the requirement to submit to annual compliance monitoring (paying the appropriate Fees) as detailed in section 7 of the Scheme Rules; and
  - 3.7.3 will be responsible for ensuring its CPCS Testers fully understand and meet all requirements in full (including but not limited to the CPCS Tester requirements set out in the Scheme Rules).

#### 4. OBLIGATIONS OF THE OWNER

##### The Owner shall:-

- 4.1 Accredit the Test Centre;
- 4.2 grant to the Test Centre a CPCS Certification Mark licence in accordance with **clause 9**;
- 4.3 grant to the Test Centre a licence of the Intellectual Property Rights in the CPCS Technical Tests in accordance with **clause 10**;
- 4.4 provide certain independent quality assurance services in accordance with the Scheme Rules; and

4.5 otherwise comply with the obligations of this Agreement.

## 5. FEES, CHARGES AND PAYMENT TERMS

5.1 The Test Centre shall pay the Fees as detailed in **Schedule 1**.

5.2 The Test Centre shall be entitled to charge third parties for the services it delivers, however in no circumstances shall it charge more than the sums identified in **Schedule 3**.

5.3 If any undisputed sum shall be delayed by the Test Centre beyond the due date the Owner shall have the right to charge interest at a rate equal to the published Barclays Bank rate plus 4% in the delayed payment amount for the period of the delay. Interest shall accrue on a daily basis.

## 6. CHANGES TO THE SCHEME

6.1 The Owner is in no way restricted or prohibited from updating the Scheme Rules at any time. In the event the Owner updates the Scheme Rules the Owner shall endeavour to provide the Test Centre with 30 days notice, but will have no other liability to the Test Centre. Any such updates to the Scheme Rules shall be deemed accepted by the Test Centre one month from publication by the Owner.

## 7. COMPLIANCE WITH LAW

7.1 Both parties shall:

7.1.1 observe and comply with the Law including but not limited to the Employment Equality (Age) Regulations 2006, the Race Relations Act 1976, the Sex Discrimination Act 1975 and the Disability Discrimination Act 1995, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Sexual Orientation) Regulations and the Employment Equality (Age) Regulations 2006 or any statutory modification or re-enactment thereof as well as the Data Protection Act 1998. In addition, they shall take reasonable steps to ensure that any sub-contractor or agents shall comply with the Law;

7.1.2 ensure that any personal data processed by it is processed lawfully and in a manner which protects against unauthorised or unlawful processing or accidental loss or destruction of such data; and

7.1.3 take appropriate technical and organisational steps in carrying out its obligation under **clause 7.1.2**.

## **8. LIMITATION OF LIABILITY**

- 8.1 The Test Centre shall during the Term of this Agreement maintain, and ensure that any sub-contractors maintain, adequate and in any event not less than £5million employers' liability compulsory insurance and £1million public liability insurance cover in respect of its liabilities arising out of or connected with this Agreement, with an insurance company of good repute.
- 8.2 The Test Centre shall on request supply to the Owner copies of the relevant certificates of insurance and proof of payment of the last applicable premium as evidence that such policies remain in force.
- 8.3 The Test Centre will indemnify and keep indemnified the Owner against all damages, losses, expenses or costs (including reasonable legal fees) and third party claims arising out of a breach or negligent performance or failure in performance by the Test Centre of the terms of this Agreement or delivery by the Test Centre of the CPCS Technical Test and associated activities under this Agreement.
- 8.4 Save in respect of claims for death or personal injury arising from the Owner's negligence, in no event will the Owner be liable for any damages resulting in loss of data or use, lost profits, loss of anticipated savings, nor for any damages that are indirect or secondary consequences of any act or omission of the Owner whether such damages were reasonably foreseeable or actually foreseen.
- 8.5 Except as provided above in the case of personal injury, death or damage to tangible property, the Owner's maximum liability to the Test Centre under this Agreement or otherwise for any cause whatsoever (whether in the form of the additional cost of remedial services or otherwise) will be for direct costs and damages only and will be limited to a sum equivalent to the Fees paid to the Owner by the Centre in any preceding 12 months as at the date of such an event or breach.
- 8.6 The parties acknowledge and agree that the limitations contained in this clause are reasonable in the light of all the circumstances.
- 8.7 Nothing in this Agreement limits either party in respect of death or personal injury.

## **9. CERTIFICATION MARK LICENCE**

- 9.1 The Owner grants to the Test Centre a non-exclusive, non-transferable licence to use the CPCS Certification Marks in or in relation to delivery of the CPCS Technical Test in the Territory, subject to and in accordance with the

provisions of this Agreement, for the Term of this Agreement. For the avoidance of doubt the licence granted in this **clause 9.1** cannot be sub-licensed.

9.2 The Owner warrants that it is the proprietor of the CPCS Certification Marks and that it is not aware that the CPCS Certification Marks or the use of them on or in relation to CPCS infringes, or will infringe the rights of any third party.

9.3 The Test Centre shall comply with the Branding Guidelines at all times.

9.4 The Test Centre

9.4.1 shall, on all authorised copies made of CPCS materials, faithfully reproduce the copyright symbol, legend or clause or, in the absence of same, insert the copyright symbol of the Owner.

9.4.2 will not alter, obscure, remove, conceal or otherwise interfere with any marking on CPCS Materials which refers to the Owner as author or developer of CPCS or otherwise refers to the Owner's copyright or other Intellectual Property Rights in CPCS; and

9.4.3 will immediately bring to the attention of the Owner any improper or wrongful use of the Owner's Certification Marks, emblems, designs, models or other similar industrial, intellectual or commercial property rights which come to the notice of the Test Centre and will in the performance of its duties under this Agreement use every effort to safeguard the property rights and interests of the Owner take all steps required by the Owner to defend such rights.

## 10. **INTELLECTUAL PROPERTY RIGHTS**

10.1 CPCS and Intellectual Property Rights of whatever nature in CPCS and CPCS Materials are and shall remain the property of the Owner and shall not be:

10.1.1 reproduced or disseminated in the Territory or elsewhere, other than expressly permitted in this Agreement; or

10.1.2 used either for the purpose of developing any further materials or any other purposes whatsoever without prior consultation with and the written permission of the Owner.

10.2 The Owner grants to the Test Centre a non-exclusive, non transferable licence to use the Intellectual Property Rights in the CPCS Technical Test

solely for the purpose of delivering the CPCS Technical Tests in accordance with, and for the duration of, this Agreement

- 10.3 The Test Centre shall notify the Owner immediately if the Test Centre becomes aware of any unauthorised use of the whole or any part of CPCS by any person or business.
- 10.4 The Owner shall have no liability for any claim resulting from the use of CPCS in combination with any materials not supplied (or approved) by the Owner or any variation of any item of CPCS by a party other than the Owner or its authorised agent.
- 10.5 To the extent necessary to comply with this **clause 10** the Test Centre hereby assigns all Intellectual Property Rights, which are in existence now or may be created in the future, in CPCS to the Owner.
- 10.6 The Owner does not give any warranty, representation or undertaking that use of CPCS or the exercise of any of the rights granted under this Agreement will not infringe any other Intellectual Property Rights or other rights of any person.

## 11. **TERMINATION**

11.1 This Agreement may be terminated forthwith by notice:

11.1.1 by either party giving to the other at any time not less than three month's written notice;

11.1.2 by the Owner if the Test Centre:

11.1.2.1 is in material breach of any of the terms of this Agreement and, where the breach is capable of remedy, the other party fails to remedy such breach within 30 (thirty) days' service of a written notice from the party not in breach, specifying the breach and requiring it to be remedied;

11.1.2.2 fails to pay the Fees when due;

11.1.2.3 has sanctions imposed in accordance with section 7.5 of the Scheme Rules;

11.1.2.4 fails to carry out the minimum number of CPCS Technical Tests per annum as set out in **clause 3.1**;

11.1.2.5 being a company, summons a meeting of its creditors, makes a proposal for a voluntary arrangement, becomes subject to any voluntary arrangement, is unable to pay its debts within the meaning of section 123 Insolvency Act 1986, has a receiver, manager, administrator or administrative receiver appointed over any of its assets, undertakings or income, has passed a resolution for its winding-up (save for the purpose of a voluntary reconstruction or amalgamation previously approved in writing by the party serving notice), is subject to a petition presented to any Court for its winding-up (save for the purpose of a voluntary reconstruction or amalgamation previously approved in writing by the party serving notice), is subject to a petition presented to any Court for its administration, has a provisional liquidator appointed, has a proposal made for a scheme of arrangement under sections 899, 907 or 922 of CA 2006 or is the subject of a notice to strike off the register at Companies House or is subject to an administration order;

11.1.2.6 being an individual, becomes or is declared insolvent, or is presented with a petition for bankruptcy, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors, or if a liquidator, receiver, administrator, administrative receiver, manager, trustee, or similar officer is appointed over any of the assets of the individual;

11.1.2.7 has any distraint, execution or other process levied or enforced on any of its property.

11.1.3 by the Test Centre if the Owner:

11.1.3.1 is in material breach of any of the terms of this Agreement and, where the breach is capable of remedy, the other party fails to remedy such breach within 30 (thirty) days' service of a written notice from the party not in breach, specifying the breach and requiring it to be remedied.

11.2 Unless otherwise agreed between parties, the Test Centre shall not, without first advising the Owner, permit or suffer:

11.2.1 where the Test Centre is a body corporate;

11.2.1.1 a controlling interest in the Test Centre to pass to any person(s) other than those having a controlling interest at the date hereof whether by reason of purchase of shares or otherwise; or

11.2.1.2 the Test Centre to undergo any reorganisation or have any part of its business transferred to a subsidiary or associated company of the Test Centre; or

11.2.1.3 the name of the Test Centre to be changed.

11.2.2 where the Test Centre is a partnership;

11.2.2.1 any change in the partnership name or constitution; or

11.2.2.2 any partner to retire, resign or otherwise leave the partnership or any new partner to be added to the partnership.

In each and every such case, the Owner shall have the option to terminate this Agreement without liability on the happening of any such event.

11.3 For the purposes of **clause 11** a breach shall be considered capable of remedy if the party in breach can comply with the provisions in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

11.4 The rights to terminate this Agreement given by this clause shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

11.5 Upon termination the Test Centre will immediately cease to display or otherwise use any Intellectual Property Rights or systems connected with CPCS and all rights granted by this Agreement shall automatically terminate.

## 12. **SUSPENSION OF RIGHTS**

12.1 The Owner reserves the right to suspend the rights granted under this Agreement in accordance with section 7.5 in the Scheme Rules.

13. **CONFIDENTIALITY**

13.1 No press release, announcement or information concerning this Agreement, its terms or any ancillary matter shall be made or released or authorised to be made or released including in any advertising, publicity, promotional or other marketing activities by the Test Centre (but excluding any disclosure required by legal, accounting or regulatory requirements) without the prior written consent of the Owner.

14. **FORCE MAJEURE**

14.1 Neither party shall be deemed to be in breach of this Agreement or otherwise liable to the other party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement due to Force Majeure.

14.2 If a party's performance of its obligations under this Agreement is affected by Force Majeure, then:

14.2.1 it shall give written notice to the other party, specifying the nature and extent of the Force Majeure, as soon as reasonably possible on becoming aware of the Force Majeure and will at all times use all reasonable endeavours to mitigate the severity of the Force Majeure;

14.2.2 subject to the provisions of **clause 14.2**, the date for performance of such obligation shall be deemed suspended but only for a period equal to the delay caused by such event; and

14.2.3 it shall not be entitled to payment from the other party in respect of extra costs and expenses incurred by virtue of the Force Majeure event.

14.3 If the Force Majeure event continues to prevent compliance with those obligations under this Agreement in whole or in part for 90 (ninety) Business Days or more, the party who is not affected by the Force Majeure (or either of them if both are affected by it) may terminate this Agreement.

15. **WAIVER**

15.1 Any failure or delay by either party in exercising any right, power or remedy under this Agreement shall not in any circumstances impair such right, power or remedy nor operate as a waiver of it. The single or partial exercise by either party of any other right, power or remedy under this Agreement shall not in any circumstances preclude any other or further exercise of it, or the exercise of any other right, power or remedy.

15.2 Save as otherwise expressly provided in this Agreement the rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

15.3 Any waiver of a breach of, or default under, any of the terms of this Agreement shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

**16. NOTICES**

16.1 Notice or communication may be given by hand or sent by registered first class pre-paid post or facsimile transmission and shall be deemed to have been duly served:

16.1.1 if delivered by hand, when left at the proper address for service;

16.1.2 if given or made by prepaid first class post, 48 (forty-eight) hours after being posted (excluding Saturdays, Sundays and public holidays);

16.1.3 if given or made by facsimile transmission, at the time of transmission, provided that a confirming copy is sent by first class pre-paid post to the other party within 24 (twenty-four) hours after transmission;

provided that, where in the case of delivery by hand or transmission by facsimile, such delivery or transmission occurs either after 4.00 pm on a Business Day, or on a day other than a Business Day, service shall be deemed to occur at 9.00 am on the next following Business Day (such times being local time at the address of the recipient).

16.2 Any demand, notice or communication shall be made in writing or by facsimile addressed to the recipient at its registered office or its address stated in this Agreement (or such other address, or facsimile number as may be notified in writing from time to time) and shall be marked for the attention of:

16.2.1 The "CPCS Scheme Manager" in respect of the Owner; and

16.2.2 The individual identified by the Test Centre as the point of contact in accordance with the Scheme Rules.

**17. INVALIDITY AND SEVERABILITY**

17.1 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part:

17.1.1 this shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement, except where it deprives one of the parties of a substantial part of the benefit intended to be derived by it from this Agreement without providing any corresponding benefit;

17.1.2 the parties shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision, to the extent that such spirit and intention is consistent with the laws of England, and so that the amended clause complies with the laws of England.

**18. ENTIRE AGREEMENT**

18.1 This Agreement contains all the terms which the parties have agreed in relation to the transactions provided for by this Agreement and neither of the parties have been induced to enter into this Agreement by a statement or promise which it does not contain. This shall not exclude any liability which a party would otherwise have to the other party in respect of any statement made fraudulently by that party prior to the date of this Agreement.

**19. SUCCESSORS**

This Agreement shall be binding upon and inure for the benefit of the successors in title of the parties.

**20. ASSIGNMENT**

20.1 The Test Centre may not, without the written consent of the Owner, assign, mortgage, charge or dispose of any of its rights hereunder.

20.2 For the avoidance of doubt, the Owner can assign this Agreement to a subsidiary of the Owner without the prior written consent of the Test Centre.

**21. NO PARTNERSHIP OR JOINT VENTURE**

Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture between the parties.

**22. SUB-CONTRACTING**

22.1 The Test Centre shall not be entitled to sub-contract or delegate provision of its obligations under this Agreement to any other party. However, it may permit a CPCS Tester to provide services to the Test Centre.

23. **APPEALS**

23.1 All disputes relating to the Scheme Rules (but for the avoidance of doubt not other obligations in this Agreement) shall be dealt with in accordance with the Appeal process.

24. **VARIATIONS**

No variation of this Agreement shall be valid unless in writing signed by a duly authorised representative of both parties. For the avoidance of doubt this clause does not apply to the amendments to the Scheme Rules, which shall automatically be incorporated into this Agreement in accordance with **clause 6.1**.

25. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

26. **FURTHER ASSURANCES**

Each party shall do all things and execute all further documents necessary to give full effect to this Agreement.

27. **SET OFF**

Whenever under this Agreement, any sum of money shall be recoverable from or payable by the Test Centre, the same may be deducted from any sum then due or which at any time thereafter may become due to the Test Centre under this or any contract with the Owner. Exercise by the Owner of its rights under this **clause 27** shall be without prejudice to any other rights or remedies available to the Owner under the Agreement, or otherwise howsoever, at law or in equity.

28. **LAW**

The formation, construction, performance, validity and all aspects whatsoever of this Agreement shall be governed by English law and the parties hereby agree to submit to the exclusive jurisdiction of the English courts.

This Agreement has been signed by duly authorised representatives of the parties on the date stated at the beginning.

**SIGNED** for and on behalf of **Construction Industry Training Board**

Signature.....

Name: .....

Position: .....

Date: .....

**SIGNED** for and on behalf of [the Test Centre]

Signature.....

Name: .....

Position: .....

Date: .....

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(For Internal Use Only)

Company Name .....

(Company Registration Number.....)

Registered office address... ..

.....

Commencement Date .....