MEMBERSHIP AND SERVICES Terms & Conditions

COVER SHEET

PARTIES:

"COBIS" / "we" / "us":	**COUNCIL OF BRITISH INTERNATIONAL SCHOOLS LIMITED, a private company limited by guarantee incorporated and registered in England and Wales with the company number 07348782 whose registered office is Temple Chambers, 3-7 Temple Ave, Temple, London EC4Y 0DA.**			
"User" / "you":	Company Name:			
	Company Number:		VAT Number:	
	Telephone Number:		Fax Number:	
	Registered Address:			
	Authorised Contact:		Email:	

These COBIS Membership and Services Terms and Conditions are subject to the terms set out in this Cover Sheet and the Schedules incorporated below ("**Agreement**"), which both COBIS and the User agree to observe. If you have any questions about the terms of this Agreement, please contact info@cobis.org.uk.

For ease of reference, this Agreement is comprised of several elements that you should be aware of:

- The core legal terms are contained in Schedule 1. These terms share common elements across all of COBIS' Memberships and Services.
- The Schedule 1 terms are supplemented with further legal terms for each Membership and Service type. These are separated into Parts and Schedules, as detailed in the below table.
- An Order will set out any applicable commercial terms e.g. the fees and the duration of the engagement.

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EXECUTION PAGE		

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SCHEDULE 1: GENERAL TERMS

1. BASIS OF CONTRACT

1.1. This Agreement will be deemed to be accepted by the User and will be effective on the earlier of:
- 1.1.1. the User signing the Execution Page of this Agreement;
- 1.1.2. the User ticking an 'I agree to the COBIS Membership and Services Terms & Conditions' opt-in box (or an opt-in box with a materially similar statement) on a COBIS website or software platform;
- 1.1.3. the User using any of the Services after receipt of this Agreement; or
- 1.1.4. (where there is an existing agreement between the parties relating to the subject matter of this Agreement) 30 days after the User's receipt of this Agreement without the User notifying COBIS of any objections thereto,

on which date this Agreement will come into existence ("**Start Date**") and will continue in force until terminated in accordance with its terms.

1.2. Any Service Schedule(s) will be effective on the earlier of:
- 1.2.1. the parties marking a cross in the relevant Service Schedule box on the Cover Sheet of this Agreement. If this occurs after the Start Date, each party will insert its authorised representatives' initials and the date at the right hand side of the relevant Service Schedule box; or
- 1.2.2. the User using a Service that corresponds with the relevant Service Schedule,

on which date such Service Schedule(s) will be incorporated into this Agreement and will continue in force until terminated in accordance with the terms of this Agreement.

1.3. In the event of conflict between any part of this Agreement and/or any ancillary documents, the conflicting terms will take precedence in descending order of priority as follows:
- 1.3.1. any User Specific Terms (Schedule 20);
- 1.3.2. any applicable Specification in relation to the Services;
- 1.3.3. the General Terms (Schedule 1);
- 1.3.4. the Definitions (Schedule 2);
- 1.3.5. any other Schedule, in descending order of appearance in this Agreement (with Schedules appearing first taking priority over the Schedules that follow); and
- 1.3.6. any other document referenced in this Agreement, in descending order of appearance in this Agreement; and
- 1.3.7. any Order (the most recent version taking priority over previous versions).

1.4. This Agreement will apply to the exclusion of any other terms that the User seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.5. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements (with the exception of any terms or contracts relating to events or partnerships which have been agreed with the User prior to the Start Date (which shall continue on their original terms)), promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and 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 based on any statement in this Agreement.

1.6. Subject to clause 11, the User acknowledges that this Agreement will apply to all current and future dealings between the parties relating to its subject matter.

1.7. In this Agreement, unless the context requires otherwise, the following provisions apply:
- 1.7.1. any capitalised terms in this Agreement will have the meaning set out in Schedule 2 (Definitions) or alternatively within the body of this Agreement, unless otherwise stated;
- 1.7.2. any clauses referred to in a Schedule to this Agreement is to a clause within that Schedule unless otherwise stated;
- 1.7.3. a reference to a statute or statutory provision is a reference to such statute or 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;
- 1.7.4. 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;
- 1.7.5. Clause headings are for reference purposes only and shall not affect the interpretation of the clause;
- 1.7.6. unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular;
- 1.7.7. time shall not be of the essence in this Agreement (except for any payment obligations); and
- 1.7.8. a reference to 'writing' or 'written' includes email (but not fax), unless stated otherwise.

2. CHARGES AND PAYMENT

2.1. In consideration of the provision of the Services by COBIS, the User will pay the charges as set out in the applicable Order.

2.2. In accordance with the COBIS Articles of Association, the User will, unless otherwise agreed in writing with COBIS, pay any charges within 28 days of the date of the invoice in full and in cleared funds to the bank account nominated in writing by COBIS and time for payment is of the essence.

2.3. Users will need to pay the Membership Subscription Fees in full before Membership is granted and Membership is subject to:
- 2.3.1. the Member being approved by the Board; and
- 2.3.2. where the User is a COBIS Applicant School, it has had a successful Visit (either under the COBIS Accreditation and Compliance Status or via a BSO or ISI Inspection, CIS, OEAS, WASC, NEASC or NEASC/CIS quality assurance) and relevant documents have been submitted to COBIS for review
- 2.3.3. All amounts payable by the User under this Agreement are exclusive of value added tax chargeable from time to time ("**VAT**"). Where any taxable supply for VAT purposes is made under this Agreement by COBIS to the User, the User will, on receipt of a valid VAT invoice from COBIS, pay to COBIS such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the Services.

2.4. If the User fails to make any payment to COBIS under this Agreement by the due date, COBIS will have the right to suspend the provision of all Services until payment has been made in full and/or charge interest on the overdue amount at the rate of

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8% per annum above the Bank of England's bank rate in force from time to time. Such interest will accrue on a daily basis from the due date until the actual payment of the overdue amount, whether before or after judgement. The User will pay the interest together with the overdue amount.

2.5. If the User is a Member and it falls into arrears with its Membership Subscription Fees or for any other fees that are due it will be denied the privileges of Membership (including any Member Benefits) until it settles its account.

2.6. If a User does not pay its fees within the time designated by COBIS, membership will be suspended or terminated.

2.7. In addition to all of the rights detailed in this clause, where the User is a School Member or Supporting Associate, if the User fails to make payment by the due date stated in a late payment notification from COBIS, its Membership/Subscription will be forfeited and all such sums will remain due and payable in full.

2.8. All Members need to ensure all bank transfer fees are paid in addition to Membership Subscription Fees.

2.9. If COBIS is charged bank transfer fees, this amount will be invoiced directly to the User or added to any other invoices; or subsequent membership fees, at COBIS's sole discretion.

2.10. COBIS reserves the right to increase its Membership/Subscription and its Service fees from time to time. Fees are received and considered annually at the COBIS AGM.

3. SUPPLY OF SERVICES

3.1. Each party warrants that it has full capacity and authority, and all necessary licences, permits and consents to enter into and perform this Agreement and that those signing this Agreement are duly authorised to bind the party for whom they sign.

3.2. COBIS shall provide the Services to the User using reasonable care and skill and materially in accordance with the terms of the relevant Order.

3.3. From time to time COBIS may request that the User provide COBIS with User Content, information and/or reasonable assistance to enable COBIS to fully perform the Services and the User agrees that this will promptly be provided to COBIS. The User must ensure the accuracy of all such User Content or information provided to COBIS.

3.4. The User will be responsible for obtaining all licences and permissions in the User Content which COBIS may need in order to fully perform the Services. The User hereby confirms that it has all the necessary rights and ownership in the User Content to permit us to use them for the provision of the Services without infringing any third party IPR.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. The User acknowledges that it will not acquire any IPR in the Services and that it will have no rights in or to the IPR in the Services other than the right to use the Services in accordance with the terms of this Agreement.

4.2. Any IPR created, brought into existence, or acquired, by COBIS during the term of this Agreement in providing the Services will vest and remain vested in COBIS.

4.3. The User acknowledges and agrees that any use of the COBIS name and logo will be subject to the terms of the applicable Service Schedule. The User undertakes not to use or register as a trade mark any name, logo or image which is similar to the COBIS name or logo marks.

5. CONFIDENTIALITY

5.1. A party ("**Receiving Party**") will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed (either orally, in writing or by demonstration) to the Receiving Party by the other party ("**Disclosing Party**") or its employees, agents or sub-contractors and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain ("**Confidential Information**").

5.2. In relation to any Confidential Information received from the Disclosing Party or from a third party on behalf of the Disclosing Party, the Disclosing Party and the Receiving Party agree:

5.2.1. to treat the Confidential Information in confidence and to use it only for the purpose of discharging the Receiving Party's obligations under this Agreement;

5.2.2. not to disclose the Confidential Information to any third party without the express written permission of the Disclosing Party (except that the Receiving Party may disclose the Confidential Information to its officers, employees, consultants, agents and sub-contractors who need access to the Confidential Information in connection with discharging the Receiving Party's obligations under this Agreement and provided that such officers, employees, consultants, agents and sub-contractors are made aware of the confidential nature of the Confidential Information and are subject to confidentiality obligations at least as onerous as those set out in this Agreement); and

5.2.3. to treat the Confidential Information with the same degree of care and with sufficient protection from unauthorised disclosure as the Receiving Party uses to maintain its own confidential or proprietary information.

5.3. Nothing in this Agreement will prevent the Receiving Party from using or disclosing any Confidential Information which:

5.3.1. is in or comes into the public domain in any way without breach of this Agreement by the Receiving Party or any person or entity to whom it makes disclosure;

5.3.2. the Receiving Party can show was: (i) in its possession or known to it by being in its use or being recorded in its files prior to receipt from the Disclosing Party and was not acquired by the Receiving Party from the Disclosing Party under an obligation of confidence; or (ii) to have been independently developed by the Receiving Party without reference to the Confidential Information;

5.3.3. the Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use;

5.3.4. is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or

5.3.5. is required by law to be released (e.g. by a court order), provided that, when permitted by the applicable law, the Disclosing Party is given as much prior written notice as possible of such request.

5.4. This clause 5 shall survive termination of this Agreement, however arising.

6. DATA PROTECTION

6.1. The parties agree to comply with their respective obligations under the applicable Data Protection Laws.

6.2. Schedule 18 (Data Controller Terms) shall govern the circumstances where COBIS acts as a controller in relation to the Personal Data provided to it by the User. Subject to clause 6.3, this will apply to all Services under this Agreement which feature the Processing of Personal Data.

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6.3. Schedule 19 (Data Processor Terms) shall govern the circumstances where COBIS acts as a data processor for the User. This relates to Prohibition Checks and any other Services agreed by the parties in writing from time to time.

7. LIMITATION OF LIABILITY

7.1. This clause 7 sets out the entire financial liability of each party (including any liability for the acts or omissions of its employees, agents, volunteers and sub-contractors) to the other party:
- 7.1.1. arising under or in connection with this Agreement;
- 7.1.2. in respect of any use made by the User of the Services or any part of them; and
- 7.1.3. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

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

7.3. Nothing in this Agreement limits or excludes the liability of either party: (i) for death or personal injury which results from negligence; (ii) for any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party; (iii) under any indemnities in this Agreement (unless otherwise stated); or (iv) for any other liability which cannot be excluded by law.

7.4. Subject to clause 7.3:
- 7.4.1. neither party will be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information (excluding Personal Data) or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
- 7.4.2. each party's total liability to each other party in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with this Agreement will be limited to:
  - 7.4.2.1. £1,000 for any free of charge Services; or
  - 7.4.2.2. a sum equal to the most recent fees paid or payable by the User to COBIS for the Services giving rise to such claim for damages.

8. FORCE MAJEURE

8.1. Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure results from circumstances which could not reasonably be contemplated at the time of entering into this Agreement and which are beyond the parties' reasonable control (including, without limitation, strikes, lock-outs or other industrial disputes (involving the workforce of COBIS), failure of a utility service or transport network, war, riot, epidemic, pandemic, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, government advice, accident, fire, flood, storm or default of suppliers or sub-contractors) (collectively defined as a "**Force Majeure Event**").

8.2. If a Force Majeure Event continues for a period of 30 days or more, either party may terminate this Agreement immediately, and without any liability, by providing the other party with written notice. In this instance no refund is due.

9. TERM AND TERMINATION

9.1. This Agreement shall commence on the Start Date (or such earlier or later date specified in the applicable Service Schedule and/or Order) and shall continue until it is terminated or cancelled in accordance with the terms of this Agreement.

9.2. Without limiting any other rights or remedies, either party ("**Terminating Party**") may terminate this Agreement with immediate effect by providing written notice to the other party ("**Defaulting Party**") on or at any time after the occurrence of any of the events specified below:
- 9.2.1. a breach by the Defaulting Party of its obligations under this Agreement which (if the breach is capable of remedy) the Defaulting Party has failed to remedy within 14 days after receipt of notice in writing from the Terminating Party requiring the Defaulting Party to do so;
- 9.2.2. an event, including (or similar in nature to) the following:
  - 9.2.2.1. the Defaulting Party is unable to pay its debts as they fall due;
  - 9.2.2.2. the Defaulting Party goes into liquidation either compulsorily (except for the purpose of reconstruction or amalgamation) or voluntarily;
  - 9.2.2.3. a receiver is appointed in respect of the whole or any part of the Defaulting Party; or
  - 9.2.2.4. a provisional liquidator is appointed to the Defaulting Party or the Defaulting Party enters into a voluntary arrangement or any other composition or compromise with the majority by value of its creditors or has a winding-up order or passes a resolution for the voluntary winding-up or has an administrative receiver appointed or takes steps towards any such event; or
- 9.2.3. the Defaulting Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

9.3. COBIS reserves the right to terminate this Agreement with immediate effect where the User's actions or omissions cause, or are likely to cause (in COBIS's sole opinion), any damage to COBIS's reputation.

9.4. If this Agreement terminates for any reason, COBIS shall not have any obligation to repay or refund any fees paid by the User and notwithstanding any other provision, all fees payable by the User to COBIS under this Agreement will become due and payable immediately.

9.5. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

10. NOTICES

10.1. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:
- 10.1.1. delivered by hand or by prepaid first-class post or other next business day (Monday to Friday, excluding bank holidays in England) delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 10.1.2. sent by email to any email address established for the purposes of communication.

10.2. Any notice shall be deemed to have been received:
- 10.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 10.2.2. if sent by prepaid first-class post or other next working day delivery service, at 9.00 am on the second UK Business Day after posting or at the time recorded by the delivery service; or

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10.2.3. if sent by email, at 9.00 am on the next UK Business Day after transmission.

10.3. The provisions of this clause 10 shall not apply to the service of any proceedings or other documents in any legal action.

11. VARIATION

11.1. It may be necessary for COBIS to update this Agreement and its terms from time to time. If the User continues to use the COBIS services after COBIS has informed the User of any amendments or additional terms to the Agreement, the User will be deemed to have accepted these changes and they will be incorporated into this Agreement.

11.2. Subject to clause 11.1, no variation of this Agreement will be effective unless it is in writing and signed by both parties.

12. COMPLAINTS

12.1. COBIS exists to represent the collective interests of its Member schools, to offer them opportunities for professional information, safeguarding services, training and improvement. COBIS is committed to providing high quality services and support. COBIS's mission is to support and empower all British international schools in the provision of high-quality education.

12.2. In order to ensure that COBIS's services and support remain at a high and improving standard, COBIS has a procedure through which Members can let COBIS know if for any reason you are not satisfied with your dealings with COBIS. The User can review the COBIS Corporate Complaints Policy at www.cobis.org.uk.

13. MISCELLANEOUS

13.1. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy.

13.2. No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

13.3. The User must not, without the prior written consent of COBIS, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this Agreement. COBIS may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

13.4. Nothing in this Agreement is intended to, or will be deemed to establish any partnership or joint venture between the parties, make a party the agent of the other party or authorise a party to make or enter into any commitments for or on behalf of the other party.

13.5. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

13.6. In the event that this Agreement is translated, in the event of conflict of interpretation, the English language version shall prevail over any translated version.

13.7. This Agreement and any dispute or claim arising out of, or in connection with, its subject matter or formation (including non-contractual disputes or claims) is governed by English law and the parties agree to irrevocably submit to the exclusive jurisdiction of the English courts.

SCHEDULE 2: DEFINITIONS

1. DEFINITIONS

1.1 In this Agreement, the following definitions apply:

Annual Conference	the COBIS Annual Conference for School heads, governors, proprietors and senior leaders from schools around the world, including COBIS Member Schools and non-member schools.
Board	the COBIS management board (from time to time) who provide COBIS with corporate governance.
BSO	a British school overseas.
BSO Inspection Visit	a British school overseas inspection visit conducted by a Department for Education approved BSO inspectorate.
Business Day	means Monday to Friday, excluding any bank holidays in England.
CIS	the Council of International Schools.
CIS Accreditation	a quality assurance programme for international schools managed by CIS.
COBIS Applicant School	the Membership types detailed in clause 1.3 of Schedule 3.
COBIS Member School	the Membership types detailed in clause 1.4 of Schedule 3.
COBIS Provisional School	the Membership types detailed in clause 1.2 of Schedule 3.
CPD	means continuing professional development.
Data Protection Laws	all applicable data protection and privacy laws (which may include, without limitation, the Data Protection Act 2018 and the UK General Data Protection Regulations Retained Regulation (EU) 2016/679) and to the extent applicable, the data protection or privacy laws of any other country.
Data Subject	an identified or identifiable natural person whose Personal Data is Processed under this Agreement.
DA	the User's designated applicant for a Service.
DfE	the UK Department for Education.
Exec Team	the COBIS Executive Team detailed at www.cobis.org.uk (as updated from time to time).
IPR	any patents, copyright, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs (whether registered or unregistered) database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights or industrial property rights, in each case whether registered or unregistered and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

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ISI	Independent Schools Inspectorate
LIP / Lead Improvement Partner	the designated COBIS 'Lead Improvement Partner' for a Service, who provides elements of the Services on a sub-contractor basis.
Member	refers to the User where it has a valid and current Membership.
Member Benefits	the benefits available to COBIS Members for each of the respective COBIS Membership categories contained in the COBIS Members handbook (as updated from time to time).
Membership	the User's membership to a COBIS Service or scheme.
Membership Subscription Fees	the annual membership fees payable by the User (where applicable for the relevant type of Membership).
MemberConnect Package	optional annual subscription package available to COBIS Member Schools
NEASC	the New England Association of Schools and Colleges
MS Teams	Microsoft Teams, the digital platform used by COBIS for the management of the COBIS Compliance and Accreditation process.
NEASC Accreditation	A quality assurance programme for international schools managed by NEASC.
NEASC/CIS Accreditation	A joint quality assurance programme for international schools managed by NEASC and CIS.
OEAS	the DfE's online education accreditation scheme.
Order	an online order screen, email, or a document which is agreed by the parties in writing, detailing the Services to be undertaken. This definition shall include any Webinar Specifications.
Peer Accreditor	a 'Peer Accreditor' appointed by COBIS who provides elements of the Services on a volunteer basis..
Personal Data	any information relating to a data subject, in particular where the data subject can be identified, directly or indirectly by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
Processing	any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
Prohibition Order Check	a Prohibition Order check which is conducted to ensure that a prospective teacher is not prohibited from teaching.
Quality Assurance	the checks undertaken by COBIS, any third party acting on COBIS's behalf or another accrediting body.
Services	any services to be provided by COBIS to the User, as detailed in this Agreement.
School	refers to the User where it is an institution that provides educational services.
School Data	any User Content that is uploaded to MS Teams or other digital platforms as required, as provided by the User as evidence or supporting material for the User's Membership to a Service.
School Term	generally means the time between September to December (Autumn term), January to March (Spring term) and/or April to August (Summer term) (as applicable in the context of the relevant clause). The parties acknowledge that term dates can vary between Schools.
Service Schedule	any Schedule to this Agreement which relates to a specific Service.
Specification	the details relating to the provision of the Services. This definition applies, without limitation to the Webinar Specification, Event Specification and Competition Specification.
Supporting Associate	any business which offers a product or service which COBIS deems may be of interest to COBIS Schools. This may include manufacturers and suppliers of educational materials and equipment, publishers of textbooks and educational books, and companies and consultants providing services to international schools.
Supporting Associate Status	refers to a Supporting Associate's subscription with COBIS.
User Content	all information, text, content and/or materials provided by the User (or on behalf of the User) to COBIS for use in the provision of the Services.
Visit	any visits by COBIS, LIPs or Peer Accreditors to a School's premises (either in-person, virtually or a combination of the two 'hybrid') for validation of the User's Membership to a Service.
WASC	Western Association for Schools and Colleges

PART B: SCHOOL MEMBERSHIP TERMS

SCHEDULE 3: GENERAL MEMBER TERMS

1. COBIS MEMBERSHIP CATEGORIES AND MEMBERSHIP BENEFITS

1.1. This Part B of the Agreement details the basis of the contract through which COBIS will deliver membership services to the School as a member of COBIS.

1.2. "**COBIS Provisional School**" means a School which is in the pre-opening development stage, has successfully completed the Provisional School application process, and intends to obtain COBIS Membership within the 24 months from entering into this Agreement. Once the School has opened, the Provisional School can transition into a COBIS Applicant School by applying to become a COBIS Member. For the avoidance of doubt, this Service is not available to Schools that are already open.

1.3. "**COBIS Applicant School**" means a School which is in the application stage for COBIS Member School (Compliance) status, COBIS Accredited Member School status or COBIS Accredited Member status via a BSO inspection or CIS or ISI or WASC or OEAS or NEASC accreditation.

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1.4. "**COBIS Member School**" means one of the following:
1.4.1. "**COBIS Member School (Compliance)**": A School that has successfully completed COBIS Compliance;

1.4.2. "**COBIS Accredited Member School**": A School that has successfully completed COBIS Accreditation;
1.4.3. "**COBIS Accredited Member School (BSO)**": A School that has successfully completed a BSO inspection and has been ratified by the COBIS Board of Directors;
1.4.4. "**COBIS Accredited Member School (CIS)**": A School that has successfully completed CIS accreditation and has been ratified by the COBIS Board of Directors;
1.4.5. **"COBIS Accredited Member School (NEASC)**": A School that has successfully completed NEASC accreditation and has been ratified by the COBIS Board of Directors;
1.4.6. **"COBIS Accredited Member School (NEASC/CIS)**": A School that has successfully completed a joint NEASC/CIS accreditation and been ratified by the COBIS Board of Directors;
1.4.7. **"COBIS Accredited Member School (OEAS)":** A School that has successfully completed OEAS Accreditation and has been ratified by the COBIS Board of Directors;
1.4.8. **"COBIS Accredited Member (ISI)":** A School that has successfully completed an ISI inspection and has been ratified by the COBIS Board of Directors;
1.4.9. **"COBIS Accredited Member (WASC**)": A School that has successfully completed WASC accreditation and has been ratified by the COBIS Board of Directors; or
1.4.10. any other formally recognised Membership categories added by COBIS from time to time.
1.5. The Member Benefits for each type of COBIS School Membership are contained in the COBIS Members handbook (as updated from time to time).
1.6. For all COBIS membership categories, COBIS membership is non-transferrable.
1.7. If the User is or becomes a COBIS Member School the User hereby agrees to be a Member of COBIS under the Companies Act 2006 for as long as it remains a COBIS Member School and the User hereby acknowledges and agrees that it will be subject to the COBIS Articles of Association, as amended from time to time.
1.8. The User waives any entitlement to any proceeds on the dissolution or winding-up of COBIS, unless the Member is classed as an 'Eligible Member' pursuant to the COBIS Articles of Association

2. MEMBERSHIP FEES
2.1. The COBIS annual membership subscription term runs from 1 September to 31 August ("**Membership Subscription Term**").
2.2. The Membership Subscription Fees are payable within 28 days of invoice date which is usually in advance by 30 September of each year.
2.3. School Membership Subscription Fees are calculated on a per pupil basis and has a minimum and maximum amount payable. Please see the COBIS website for the current Membership Fee prices (as updated from time to time).
2.4. Invoices for the Membership Subscription Fees are sent out in September. Where a School is granted Membership after January, the Membership Subscription Fee will be calculated and charged on a pro rata basis (starting from the date that the School's application is ratified in relation to the current Membership year.

3. AMENDMENTS TO MEMBER BENEFITS AND SERVICES
3.1. COBIS reserves the right to change the Member Benefits that apply to COBIS membership at any time without providing prior notice to the User.
3.2. Any external providers of a Member Benefit included within the User's Membership package will have absolute discretion in relation to the provision of the corresponding services. COBIS does not guarantee that the external provider will accept an application from a COBIS Member for the provision of services.
3.3. Services supplied by an external provider will be subject to the provider's own terms and conditions, and COBIS does not accept any liability for loss or damage suffered as a result of a fault, error or omission in the provision of these services.
3.4. COBIS reserves the right to change its external providers without providing prior notice to the User and COBIS's decision on services provided is final.

4. RELINQUISHING MEMBERSHIP
4.1. If a school wishes to relinquish membership for any reason, it should give notice of its intention in writing, at least one month before the start of the next academic year. Unless otherwise agreed with COBIS in writing (at COBIS's sole discretion), no refund of any part of the Membership Subscription Fees will be payable to any Schools that choose to relinquish Membership or affiliation with COBIS part way through the then current Membership Subscription Term.

5. WITHDRAWAL OF MEMBERSHIP
5.1. Without limitation, COBIS reserves the right to suspend or terminate Membership from a School for:
5.1.1. concerns connected to safeguarding, child protection, human trafficking and exploitation, health and safety;
5.1.2. non-payment of the Membership Subscription Fees;
5.1.3. breach of the COBIS Code of Ethical Conduct;
5.1.4. breach of the BISSC Safer Recruitment Code of Conduct;
5.1.5. misuse of the COBIS name, logos and/or brand or any action or omission of a School which causes (or is likely to cause in COBIS's sole opinion), any damage to COBIS's reputation; or
5.1.6. concerns connected to non-compliance identified during or subsequent to Compliance or Accreditation visits.
5.2. If the rights detailed in clause 5.1 are exercised, no refund of the Membership Subscription Fees will be payable in any circumstances.
5.3. In relation to any School which has its Membership suspended:
5.3.1. no Membership Benefits will apply unless otherwise agreed by COBIS, at COBIS's sole discretion; and
5.3.2. the School may request COBIS to provide guidance in relation to how the suspension can be revoked. The School can then follow the processes available to it and any reinstatement of Membership will be at COBIS's sole discretion.

6. PROFESSIONAL & ETHICAL CONDUCT AND COMPLIANCE
6.1. All COBIS Member Schools acknowledge and agree:
6.1.1. that their prime responsibility is to their students and their parents or guardians;

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6.1.2. that their mission is to provide an education which broadly follows the content and practices of the National Curriculum for England and Wales or one of the other curricula accepted for COBIS Membership;
6.1.3. their commitment to the promotion of safeguarding and child protection in their School and across the education sector;
6.1.4. their commitment to ongoing quality assurance through the completion of COBIS Accreditation, Compliance or Accreditation via the BSO Inspection, CIS, WASC, ISI, OEAS, NEASC or NEASC/CIS Accreditation (or other membership routes as approved by COBIS from time to time) to access and/or retain Membership; and
6.1.5. that they are required to follow the laws of the country in which they operate.

6.2. All COBIS Member Schools undertake:
6.2.1. to promote and follow best UK practice with regard to safeguarding, child protection and health and safety;
6.2.2. to follow the best practices in contractual recruitment and employment, in the interests of both students and staff;
6.2.3. to ensure fair, honest, and transparent dealings with parents, staff, and colleagues;
6.2.4. to adopt good communication practices with parents, who should be given clear and transparent information regarding fees, deposits, financial assistance, admissions policy, notice periods, complaints procedures, and any other reasonably relevant matters;
6.2.5. to engage in COBIS consultations and research projects where relevant;
6.2.6. to adopt a fair and professional attitude towards other schools, ensuring good relations within the limits of fair competition; and
6.2.7. to maintain a fair and clearly-structured system of governance.
6.2.8. To uphold the values of diversity, equity, inclusion, justice and belonging, and to ensure that practices and policies are fair and do not discriminate.

7. ETHICAL CONDUCT & COMPLAINTS:

7.1. The COBIS Code of Ethical Conduct can be found at www.cobis.org.uk (the "**Code**").
7.2. The BISSC Safer Recruitment Code of Conduct can be found at https://www.cobis.org.uk/services/safeguarding/british-international-schools-safeguarding-coalition (the "**Safer Recruitment Code**").
7.3. Observance of the Code or Safer Recruitment Code is a condition of COBIS Membership. Breaches of the Code will be considered by the COBIS Board and may result in suspension or termination of Membership. All schools accept that the COBIS Board is the final arbiter in matters pertaining to the Code.
7.4. The COBIS Complaints Policy can be found at www.cobis.org.uk.
7.5. All COBIS schools must adhere to the COBIS Complaints Policy.

8. MEMBER CONNECT SUBSCRIPTION PACKAGE

8.1. BACKGROUND AND SCOPE

8.1.1 The MemberConnect Subscription Package ("MemberConnect Package") is an optional annual subscription package available to COBIS Member Schools. It supplements all existing Member Benefits with additional entitlements as set out in this Schedule 8.
8.1.2. The MemberConnect Package forms part of the School's Membership and is subject to all applicable terms contained in Schedule 1 (General Terms), Schedule 3 (General Member Terms) and any other relevant Schedules in this Agreement.

8.2. SUBSCRIPTION TERM AND FEES

8.2.1. The MemberConnect Package runs on the standard COBIS Membership subscription cycle from 1 September to 31 August ("MemberConnect Subscription Term").
8.2.2. Subscription fees for the MemberConnect Package will be set out in the applicable Order ("MemberConnect Subscription Fees") and are payable in accordance with the payment terms contained in Schedule 1 and Schedule 3.
8.2.3. The School's participation in the MemberConnect Package will automatically cease at the end of the MemberConnect Subscription Term, unless the MemberConnect Package is renewed in accordance with COBIS processes and payment of the applicable MemberConnect Subscription Fees (at the then current rates).
8.2.4. *MemberConnect Applications Approved Between 1 September and 28 February*: Where a School's application for the MemberConnect Package is approved between 1 September and 28 February of any Membership Subscription Term, the MemberConnect Package shall apply to that current academic year. The School's annual Membership Subscription Fees invoice will either be adjusted accordingly to include the MemberConnect Subscription Fees, or an additional invoice will be raised to include the MemberConnect subscription fees.
8.2.5. *MemberConnect applications Approved Between 1 March and 31 August:* Where a School's application for the MemberConnect Package is approved between 1 March and 31 August, the MemberConnect Package shall apply to the following academic year. The MemberConnect Subscription Fees will be included as part of the School's next Membership Subscription Fees renewal invoice for the subsequent Membership Subscription Term.
8.2.6. Activation of MemberConnect Benefits: For the avoidance of doubt, MemberConnect Package benefits (including the Annual Conference Place and Online CPD Places detailed in Schedule 8.3 below) shall only become available to the School once the applicable MemberConnect Subscription Fees have been invoiced and paid in accordance with Schedule 8.2 and Schedule 8.3

8.3. INCLUDED BENEFITS

8.3.1 In addition to the School's standard COBIS Member Benefits, the MemberConnect Package entitles the School to:
8.3.2. One (1) delegate place at the COBIS Annual Conference ("Annual Conference Place"); and
8.3.3. Four (4) delegate places on standard COBIS online CPD courses ("Online CPD Places"), as listed in the COBIS CPD programme from time to time.
8.3.4 COBIS reserves the right to determine what constitutes a 'standard' online CPD course.

8.4. CONDITIONS OF USE

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8.4.1. The Annual Conference Place and Online CPD Places must be used within the same MemberConnect Subscription Term (1 September – 31 August).
8.4.2. You acknowledge and agree that if the Annual Conference Place and Online CPD Places are not used, they cannot be rolled over to a subsequent Membership or MemberConnect Subscription Term.
8.4.3. The Annual Conference Place and Online CPD Places cannot be:
8.4.3.1. exchanged for alternative COBIS services;
8.4.3.2. credited, discounted or refunded if unused (including if a delegate registers but does not attend);
8.4.3.3. transferred or converted into cash or any other financial value; and
8.4.3.4 applied to bookings made before the purchase of the MemberConnect Package.
8.4.4. All places included in the MemberConnect Package must be used by employees of the School. Delegates must be directly employed by the School at the time of the Event or CPD course.
8.4.5. Delegate registration remains subject to the applicable Event Specification or Webinar Specification, including any cancellation terms.

8.5. BOOKING REQUIREMENTS
8.5.1. The School is responsible for booking its Annual Conference Place and Online CPD Places via the processes communicated by COBIS.
8.5.2. Places are subject to availability on the Annual Conference or CPD course.
8.5.3. For the avoidance of doubt, COBIS does not guarantee availability of specific course dates, themes or formats.

8.6. CANCELLATION, FORFEITURE AND CHANGES
8.6.1. All cancellations, substitutions, transfers, non-attendance, and any COBIS amendments or cancellations relating to an Annual Conference Place or any Online CPD Place booked using the MemberConnect Package shall be subject to the applicable terms of Schedule 12 (Webinar & Online Training Delegates) for CPD courses and/or Schedule 14 (Events) for the Annual Conference and the relevant Event Specification or Webinar Specification.
8.6.2. Where the School cancels a booked an Annual Conference Place or any Online CPD Place, fails to attend, or otherwise does not use an Annual Conference Place or any Online CPD Place, the relevant entitlement shall be treated as used and forfeited and may not be reallocated, credited, refunded or carried forward, unless COBIS expressly agrees otherwise in writing.
8.6.3. Where COBIS amends or cancels the Annual Conference or a CPD course, the School's rights and remedies shall be limited to those set out in the applicable terms of Schedule 12 (Webinar & Online Training Delegates) for CPD courses and/or Schedule 14 (Events) for the Annual Conference and the relevant Event Specification or Webinar Specification, and no additional MemberConnect Package entitlement, credit or refund shall arise unless COBIS expressly agrees otherwise in writing.

8.7. GENERAL
8.7.1. All other obligations, rights, restrictions, termination rights and conditions applicable to COBIS Membership continue to apply to the School's participation in the MemberConnect Package.
8.7.2. COBIS reserves the right to amend the MemberConnect Package (including pricing, structure or benefits) at any time, in accordance with clause 11 of Schedule 1 (Variation).
8.7.3. The School acknowledges that the MemberConnect Package represents an enhancement to standard Membership only, and does not alter or affect the School's Membership category, status or obligations.
8.7.4 If a School's Membership is terminated, any unused parts of the MemberConnect Package will immediately expire.

Please read the applicable Terms & Conditions and Schedule for your Membership type carefully before applying for COBIS membership.

SCHEDULE 4: PROVISIONAL SCHOOL STATUS

1. PROVISIONAL SCHOOL TERMS
1.1. Prior to gaining COBIS Provisional School status, the User must submit an application to be recognised as a COBIS Provisional School. Should the application be successful, the School may retain this status for up to a maximum of two years ("**Opening Date**"). If the School's Opening Date changes while the School is still in the application process or after gaining Provisional School status, the School should inform COBIS of this change as soon as possible.
1.2. Once the User has been approved as a Provisional School, it will be entitled to receive the Member Benefits which are specific to Provisional Schools only.
1.3. The User will be expected to inform COBIS of its chosen quality assurance route and pursue further Quality Assurance for the School via COBIS Compliance or Accreditation, or BSO/CIS/NEASC/WASC/ISI/OEAS accreditation plus COBIS ratification, as soon as six months, and no later than 12 months, from the Opening Date. Should the User choose to pursue one of the COBIS schemes, the School will transition to COBIS Applicant School status and it will therefore be eligible to receive the Member Benefits which are specific to COBIS Applicant Schools only. If however, the User chooses to pursue a third-party scheme (e.g. BSO or ISI Inspection , CIS Accreditation, WASC, OEAS, NEASC or NEASC/CIS Accreditation) the School must submit all information required for the relevant membership application within the 12 months from the School Opening Date. Should the details not be provided and the application for the new Membership category has not been completed within the 12 month period, COBIS may choose to downgrade the School's status to a non-member.
1.4. Provisional School status does not guarantee automatic progression to other COBIS Membership categories. Please note that all Schools are subject to the application guidelines and requirements of the other membership categories regardless of their Provisional School status.

2. APPLYING FOR PROVISIONAL SCHOOL STATUS
2.1. All application fees and applicable Provisional School fees for the Provisional School status must be paid at the time of application.

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2.2. The School is required to complete a Provisional School application. The application will be reviewed by the Director of Membership and Engagement.
2.3. If the School application is rejected by COBIS, the Provisional School fee will be refunded. The application fee is non-refundable.
2.4. The applicant profile is checked by a COBIS Director Membership and Engagement and the ISC Research portal will be checked to see if the School is recognised as a "Future School" (i.e. a School that is known to COBIS).
2.5. If the School is not a Future School, an exploratory phone call is conducted by the Director of Membership and Engagement to understand the School's development goals and associated timeframes. If the call is inconclusive, the Director of Accreditation will also speak to the School.
2.6. Subject to approval by the Director of Membership and Engagement and/or the Director of Accreditation, the school will submit the documentation required for the Provisional School application on the school's Teams platform. Once this process is complete, the Director of Accreditation will draft a COBIS Provisional School Application Assessment which will be shared with the COBIS CEO. If COBIS CEO considers that the School is in a position to be awarded Provisional School status, the COBIS Provisional School Application Assessment and a recommendation for Provisional School status will be sent to the Quality Assurance Committee.
2.7. If the Quality Assurance Committee agree with the recommendation to offer Provisional School status, the COBIS Board will be invited to ratify the decision. The School shall be notified if the application is successful or unsuccessful.
2.8. In the event that the School:
    2.8.1. is unresponsive to COBIS's communications for a period of three months or more (which may include the School's failure to complete additional application stages or making payment), or
    2.8.2. does not submit an application to meet COBIS's quality standards,
    COBIS may cancel the application immediately without any liability and no refund will be due. Feedback, support and/or guidance shall be provided COBIS as it deems to be appropriate via email.

2.9. If the School application is approved, it will be categorised as 'COBIS Provisional School'.
2.10. Ownership of the COBIS / School relationship shall then be passed to and managed by the Director of Membership and Engagement .
2.11. Provisional School fees are non-refundable if the category changes before the end of the Membership cycle.
If the School cancels or withdraws its Provisional School application within 3 months of application, it will be eligible for a £500 refund.
2.12. If the school cancels of withdraws its Provisional School application anytime after 3 months from the date of application, no refund is due.
2.13. Where schools need to extend Provisional Status beyond 12 months (ie if the opening date of the school has been delayed), then an extension fee of £500 will be charged; this extension is valid for a further 12 months, and allows schools to retain the Provisional School status and access benefits associated with that status.
2.14. If a school's status changes from Provisional to Applicant within two months of the extension date, 50% of the extension fee will be refunded.

3. MEMBER RIGHTS
3.1. Payment of the full Provisional School fee entitles the Provisional School to one delegate place for the COBIS Annual Conference, to be used within the first twelve months of Provisional status. Where Provisional status is held for more than twelve months, no additional Annual Conference place will be offered. The delegate place is not transferable to future events or other events.
3.2. Provisional School status does not equate to COBIS Member Status.

SCHEDULE 5: APPLICANT SCHOOL STATUS

1. APPLYING FOR APPLICANT SCHOOL STATUS
1.1. The COBIS application process is robust and thorough, and schools are requested to provide comprehensive information about varied aspects of the school, staff, pupils and pastoral care including curriculum, safeguarding and additional relevant policies.
1.2. Applicant School status may be applied for via:
    1.2.1. the COBIS Compliance Service (please see Schedule 6 for additional terms);
    1.2.2. the COBIS Accreditation Service (please see Schedule 6 for additional terms);
    1.2.3. BSO Inspection (please see Schedule 7 for additional terms);
    1.2.4. CIS Accreditation (please see Schedule 7 for additional terms);
    1.2.5. NEASC Accreditation (please see Schedule 7 for additional terms)
    1.2.6. NEASC/CIS Accreditation (please see Schedule 7 for additional terms)
    1.2.7. WASC Accreditation (please see Schedule 7 for additional terms)
    1.2.8. ISI Inspection (please see Schedule 7 for additional terms)
    1.2.9. OEAS (please see Schedule 7 for additional terms), or
    1.2.10. Any other formally recognised Membership categories added by COBIS from time to time.
1.3. Applications must be submitted by the User online by using the applicable application portal.
1.4. Please note that submitting an application through any of the above application routes does not guarantee that the User will receive Applicant School status, either now or in the future.
1.5. Notwithstanding clause 1.4 above, when the User submits an application to COBIS, it is making an offer to subscribe to COBIS which, if accepted by the COBIS Quality Assurance Committee and confirmation communicated to the nominated person completing the application, will result in a legally binding contract which includes the payment of associated Subscription Fees and compliance with the COBIS Articles of Association.
1.6. Final decisions on all applications and renewals are made by the CEO and Quality Assurance Accreditation Committee of COBIS and ratified by the COBIS Board.
1.7. Once the User has submitted and paid for an application, the User will be entitled to receive the Member Benefits which are specific to Applicant Schools only.
1.8. In the event the Applicant School is unresponsive to COBIS communications or quality assurance expectations for a period of 6 months or more (which may include the Applicant School's failure to complete additional application stages, make payment,

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schedule a Visit date or reschedule a cancelled Visit date), or that 2 years has passed since Applicant School status was granted with no extenuating circumstances COBIS may cancel the application immediately without any liability. In this case, unless otherwise agreed with COBIS in writing (at COBIS's sole discretion), COBIS will refund up to 75% of the Visit fee as an administration charge COBIS will also deduct the cost of any Prohibition Checks to processed on behalf of the Applicant School from the refund owed.

SCHEDULE 6: COBIS ACCREDITATION AND COMPLIANCE STATUS

1. BACKGROUND

1.1. The COBIS Accreditation and Compliance schemes are the primary routes to COBIS membership.
1.2. COBIS Membership can also be accessed through the BSO, CIS, WASC, ISI, OEAS, NEASC or NEASC/CIS route.

1.3. The terms and conditions below refer specifically to those schools applying for the COBIS Accreditation and Compliance.
1.4. For detailed information about the structure and process of COBIS Accreditation and Compliance please request further information from info@cobis.org.uk.

2. APPLYING FOR COBIS ACCREDITATION OR COMPLIANCE

2.1. Please note that all registrations to complete the COBIS Accreditation or Compliance must be submitted through an online application.
2.2. By submitting an application online and agreeing to this Agreement, the School is hereby bound by this Agreement and by the terms as outlined in the Official Accreditation and Compliance Handbook, which is made available to Applicant schools. This Handbook is updated from time to time. By submitting an application, you warrant that you have the appropriate authority to legally bind the User. The User must ensure that all information which is uploaded to the application portal and MS Teams by it (or on its behalf) is accurate, complete and is regularly reviewed and updated (with information and documents being promptly removed where they become out of date or are superseded).
2.3. The application and visit fees may be paid online as part of the application process, or you may request to receive an invoice. Please note that access to MS teams will not be granted until full payment is received. Payment terms are 14 days from receipt of invoice. In the event that the User fails to make payment within a three-month period (or six months prior to a Visit (whichever is earlier)), COBIS may immediately cancel the application without any liability.
2.4. Once an application is submitted and full payment has been received, the DA from the User will receive login information to access MS Teams. The DA must use their official School email address and not a personal email address. By accessing MS Teams, each school has the opportunity to upload data as evidence to support their process of COBIS Accreditation or Compliance. If the User chooses to share access to MS Teams amongst its staff, it is at its discretion to do so in line with its data access policy. COBIS assumes no responsibility or liability if the User chooses to share access to MS Teams amongst its staff.
2.5. By agreeing to this Agreement and gaining access to MS Teams, the User hereby agrees for the following individuals to have access and view the information and data that they submit to MS Teams:
  2.5.1. the LIP;
  2.5.2. Peer Accreditors where applicable; and
  2.5.3. the COBIS Exec Team.
2.6. It is understood and agreed that any School Data will not be shared outside MS Teams other than in accordance with the COBIS Privacy Policy (which shall include without limitation, purposes relating specifically to the Compliance or Accreditation scheme administration, including financial administration, LIPs and Peer Accreditors) or as otherwise agreed with COBIS in writing. You hereby grant COBIS a non-exclusive, perpetual, irrevocable, non-transferable, royalty-free, worldwide licence to use the School Data solely for use in the provision of COBIS's services. For more information on how COBIS processes data, please refer to the COBIS Privacy Policy which is available at www.cobis.org.uk (as updated from time to time).
2.7. You acknowledge that COBIS may use any non-confidential details of its services provided to the User (including sharing any analysis or metrics gained from any testing) for a number of purposes, including case studies, publications, exhibitions and other promotional purposes (such as use in print and on our website). You hereby permit COBIS and other associated parties to publish the name and standard logo of the User for such purposes.
2.8. The Exec Team, LIPs and Peer Accreditors are contractually bound to follow the COBIS Privacy Policy and comply with the applicable Data Protection Laws (each as updated or superseded).
2.9. By agreeing to this Agreement, the User warrants that it has used its best endeavours to verify the accuracy and completeness of the School Data and warrants that it is up to date. The User agrees to promptly advise COBIS of any significant changes to the School Data. COBIS reserves the right to cancel or reschedule a planned Visit if the criteria and evidence submitted by the User is deemed by COBIS to be insufficient.

3. RETENTION OF RECORDS

3.1. The User shall maintain a profile on MS Teams for the duration of its membership with COBIS.
3.2. If the User's membership is cancelled or lapsed, COBIS will retain "**School Data**", including contact details for the User's DA and/or any other main contact provided to COBIS in line with its retention policy. For more information on COBIS' data policy and retention of records, please read the COBIS Privacy Policy at www.cobis.org.uk (as updated from time to time).

4. DEFERRALS AND CANCELLATIONS

4.1. In extreme circumstances, COBIS may agree to the cancellation or deferral of a planned Visit.

Refund Policy

4.2. The COBIS new membership application fee is non-refundable. The Accreditation/Compliance fee is subject to the following refund policy.
4.3. Visit dates must be booked and confirmed in writing between COBIS and the User.
4.4. Requests for a cancellation of a Visit must be submitted by the User to COBIS and may be entitled to a refund in accordance with clause 4.5.
4.5. Subject to clause 4.2 and 4.3, if a Visit is cancelled:
  4.5.1. between 8 to 10 months prior to the originally booked and confirmed Visit – 80% of the Accreditation/Compliance fees shall be refunded;

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4.5.2. between 6 to 8 months prior to the originally booked and confirmed Visit – 60% of the Accreditation/Compliance fees shall be refunded;
4.5.3. between 4 to 6 months prior to the originally booked and confirmed Visit – 40% of the Accreditation/Compliance fees shall be refunded;
4.5.4. between 3 to 4 months prior to the originally booked and confirmed Visit – 20% of the Accreditation/Compliance fees shall be refunded; or
4.5.5. 3 months or less prior to originally booked Visit – no refund shall be payable.

4.6. COBIS reserves the right to address each cancellation case individually. COBIS reserves the right to cancel or change a visit date. The costs detailed in clause 7.5 will not be included as part of the refund calculation in clause 4.4.

4.7. COBIS reserves the right to address each cancellation case individually. For schools that do not have a visit booked but have been responsive to COBIS communications regarding their application status, and who wish to cancel, refunds will be considered by the Director of Accreditation and assessed on a case by case basis.

Deferrals Policy

4.8. Requests by the User to defer a quality assurance Visit date must be submitted to COBIS and agreed by COBIS in writing.

4.9. Visits form a core part of the Compliance and Accreditation process. Visit dates are booked in close consultation with the User to ensure a suitable and convenient date, both for the User and the LIPs. Therefore, the integrity of the Visit should be maintained where possible and deferral requests from a booked Visit date will only be accepted (or requested) by COBIS in particular circumstances. These include, but are not limited to, the following:
4.9.1. change of Head (after booking the Visit) e.g. the new Head does not believe the User will be compliant or they do not have time to engage with the process before the planned Visit;
4.9.2. no Head in place (due to unforeseen circumstances);
4.9.3. change of location (after booking) e.g. the User may wish for a new site to be visited or MS Teams work may have been based on an old location;
4.9.4. change in ownership of the User;
4.9.5. significant building works at the relevant location – i.e. where it would make the Visit difficult or unsafe;
4.9.6. no campus due to unforeseen circumstances / a Force Majeure Event (defined above in Schedule 1); or
4.9.7. the LIP becomes unavailable within a reasonable period prior to a Visit or is subject to a Force Majeure Event (defined above in Schedule 1).

4.10. If a deferral has been agreed between the User and COBIS, the following terms apply:
4.10.1. Existing COBIS members who have been granted the deferral of its Compliance or Accreditation Visit date until the following academic year are able to retain their membership status as long as their QA visit has been booked to take place within 12 months after its original deadline date for COBIS quality assurance. In this event, the User would be required to pay its membership fee for the new year. And in this case the User would retain access to Member Benefits.
4.10.2. If the User books a Visit to take place on a date which is more 12 months after its original deadline date for COBIS quality assurance, its membership status will be changed to 'Applicant School' and no membership fee will be payable unless otherwise agreed with COBIS in writing (at COBIS's sole discretion) until they have qualified as 'compliant' following a successful Visit and are subsequently granted COBIS membership, as ratified by the COBIS Board. In this case the User would have access to Applicant School benefits.
4.10.3. If an existing member has not re-booked a Compliance or Accreditation Visit to take place within 12 months after its original COBIS quality assurance deadline date, but has paid for a future Visit, which has no date associated with it, its membership status will be changed to Applicant School status and no membership fee would be payable unless otherwise agreed with COBIS in writing (at COBIS's sole discretion). In this case the User would have access to Applicant School benefits.
4.10.4. If an existing member has not re-booked a Compliance or Accreditation Visit to take place within 12 months after its original COBIS quality assurance deadline date passing, and has not booked / paid for a Visit, they will lose their COBIS membership unless otherwise agreed with COBIS in writing (at COBIS' sole discretion).
4.10.5. The COBIS Board can apply discretion when considering the above terms.

5. CHANGES IN VISIT TYPE

5.1. Requests by the User to change the type of the booked Visit must be submitted to COBIS and agreed by COBIS in writing, no later than 3 months before a visit in the case of Compliance to Accreditation or Accreditation to Compliance, and at least 4 months in the case of a change from an in-person visit to virtual visit or from a virtual visit to an in-person visit. All requests to change visit type are subject to approval by COBIS. If the request to change the type of the Visit is agreed, the following will be followed:
5.1.1. a change from an Accreditation Visit to a Compliance Visit will be applied once agreed by COBIS and the difference in the Visit fee will be refunded via the original method of payment where COBIS considers (in its sole discretion) that there are reasonable grounds for the change. An administration fee may also be deducted from the refund at COBIS' sole discretion.
5.1.2. a change from a Compliance Visit to a Accreditation Visit will be applied once agreed by COBIS and after payment of the difference in the Accreditation Visit fee and the Compliance Visit fee has been received by COBIS in cleared funds; and

5.2. The User recognises that if a change from Compliance to Accreditation is agreed and applied pursuant to clause 5.1.2 above and clause 7.2 below, it will be the User's responsibility to cover the additional costs associated with the Peer Accreditors required for the Visit.

5.3. If a school has successfully completed COBIS Compliance and wishes to go through Accreditation they should apply within 4 months of completing Compliance and the visit must take place within 12 months of the original Compliance visit., they can apply for an Accreditation Visit (a "Top-Up" visit), subject to availability. In this case, they will be required to pay the difference between a Compliance Visit and an Accreditation Visit, plus an additional fee as defined by COBIS's pricing structure. In this scenario, it is expected that the Compliance Standards would not be revisited as part of the Accreditation Visit. This is the same as for a school that requests a Two-Part Accreditation from the outset and reflects the increased continuous support schools in these circumstances receive.

6. DISCLAIMER

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6.1. Payment for or participation in COBIS Accreditation or Compliance does not guarantee membership status, either now or in the future.
6.2. COBIS Member status is subject to ratification by the COBIS Board. COBIS Board meetings take place three times a year (usually in September, January and May). Ratification may also take place electronically through the year. Following this due process, the User will be officially informed of the ratification decision.
6.3. COBIS reserves the right to refuse to accept an application for membership for any given reason (e.g. FCO guidelines).
6.4. COBIS reserves the right to cancel an existing Member's membership without any liability should COBIS be unable to conduct a Visit due to FCO guidelines and if the school is not eligible for a virtual visit
6.5. The application fees for Accreditation or Compliance application does not include costs associated with the Visit including travel, accommodation, and subsistence. Please see clause 7.2 below.
6.6. The fee for new membership applications does not include the COBIS annual membership fee, which is payable on an annual recurring basis.
6.7. The User recognises that if a school establishes a new campus, then this campus would require an additional mini-visit to ensure it also meets either Compliance or Accreditation standards. Compliance or Accreditation status does not automatically apply to additional or new campuses. Additional costs may be incurred relating to the mini-visit.
6.8. Clause 6.7 would also apply if a school opens a new school section (i.e. primary or secondary) on the existing campus and where additional building, recruitment of staff etc. has taken place.

7. TERMS AND CONDITIONS RELATING TO A SCHOOL VISIT

7.1. Each School participating in the Compliance or Accreditation will receive a school Visit as part of the process. For Compliance, this is a visit of three days by one LIP and a PA. For Accreditation this is a four-day visit (or longer where agreed by COBIS in writing, at its sole discretion) by one LIP and a team of Peer Accreditor(s). If the visit is virtual, length of time may vary. COBIS reserves the right to determine the length of a Visit.
7.2. It is the User's responsibility to cover the costs relating to the team on the school Visit including visa, accommodation, and subsistence for the team during the Visit (plus travel costs), which shall be calculated in accordance with the Official Accreditation and Compliance School Handbook. These costs are not included in the Accreditation or Compliance application fee and must be arranged by the User in consultation with the LIP and Peer Accreditors.
7.3. School Visit dates should be agreed in writing between COBIS, the LIP and the User. School Visit dates can only be deferred or cancelled in accordance with clause 4 above.
7.4. Names and contact details of the LIP and Peer Accreditors will be shared with the User to ensure there are no conflicts of interest. The User will liaise with the LIP and Peer Accreditors (where applicable) to make arrangements for the Visit. COBIS follows FCO guidance about the school Visit in order to ensure the safety of the staff sent to Visit the school. For this reason, COBIS reserves the right to decline to organise a Visit to any country if it has any concerns over safety or security. COBIS reserves the right to change the visit type from an in-person visit to virtual visit if required and appropriate. A refund for the Accreditation/Compliance application fee may be provided by COBIS in accordance with clause 4.3 above where the safety or security concerns arise after a Visit is booked.
7.5. It will be the User's responsibility to arrange the following:
  7.5.1. visas: costs and assistance with the obtaining of visas for the LIP and Peer Accreditors (where applicable) as required for the Visit;
  7.5.2. return flights: the User must book the flights of the LIP and Peer Accreditors (where applicable) and liaise with the LIP and Peer Accreditors to confirm the best travel arrangements; and
  7.5.3. LIP and Peer Accreditors (where applicable) subsistence, accommodation and transfers to and from the airport, and transfers to and from the school premises and the LIP's and Peer Accreditors' accommodation.
7.6. Please refer to the School's Handbook for specific guidance regarding travel arrangements, airport transfers, accommodation and hosting requirements for LIPs and Peer Accreditors.
7.7. Virtual Visits:
    7.7.1. In the case where LIPs and PAs are unable to travel to a school (for example if travel is banned or unadvised by the relevant national/international bodies), a virtual visit may be considered in the place of a physical visit. If a virtual visit is agreed, this must be agreed in writing between the school, the COBIS CEO and COBIS Director of Accreditation.
    7.7.2. In order to facilitate a virtual visit, the onsite school team will be required to set up video call facilities (either using a handheld phone or tablet). The platform will be agreed in advance with the COBIS team. Where possible, the onsite school team should use a school-approved handheld device which has the appropriate IT security safeguards.
    7.7.3. It should be noted that none of the video calls will be recorded or retained. These will be live sessions only. Therefore, schools should have the same permissions and consent in place for the video observation of school premises, students and lessons as they would for a physical visit.
    7.7.4. Schools are responsible for setting up all video links for meetings and live film feeds to fit in with the availability of the LIPs or peer accreditors, taking into account time differences.
    7.7.5. The length of the virtual visit will vary and is at the discretion of the COBIS Accreditation team.
    7.7.6. A successful virtual Compliance or Accreditation visit will be of equal value to an on-site visit and will carry the same validity length of five years.
    7.7.7. Further to 7.7.5., it is at the discretion of COBIS' Director of Accreditation as to whether the virtual visit is considered successful and sufficient as part of the quality assurance process.
    7.7.8. If a virtual visit is not considered sufficient, an onsite visit may be required. In this case, the fees outlined in 7.5 would apply.
    7.7.9. All other standard COBIS Membership Terms & Conditions apply.

8. LIPs' AND PEER ACCREDITORS' OBLIGATIONS

8.1. COBIS LIPs are engaged as independent contractors by COBIS and agree to:
  8.1.1. be subject to an ICPC;
  8.1.2. comply with the COBIS Lead Improvement Partner code of conduct;
  8.1.3. provide two approved references;
  8.1.4. successfully complete regular COBIS Lead Improvement Partner training;

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8.1.5. comply with COBIS' Privacy Policy and data protection procedures in accordance with the Data Protection Act 2018 when Processing personal and/or sensitive data.

8.2. COBIS Peer Accreditors are volunteers with COBIS and agree to:
8.2.1. be subject to an ICPC;
8.2.2. provide two approved references;
8.2.3. comply with the COBIS Peer Accreditor code of conduct;
8.2.4. successfully complete COBIS Peer Accreditor training; and
8.2.5. comply with COBIS' Privacy Policy and data protection procedures in accordance with the Data Protection Act 2018 when Processing personal and/or sensitive data.

8.3. COBIS will be responsible for ensuring that the LIP and any Peer Accreditors comply with any of the User's health and safety policies and practices which apply to the User during any Visits, provided that these have been notified to COBIS reasonably in advance of the planned Visit.

9. REPORTS

9.1. Once a Visit has been completed, the LIP and Peer Accreditors (where applicable) will draft a report which is sent to the Director of Accreditation for editing. The User will receive a detailed report which has been approved and ratified by the COBIS Board roughly within four to six weeks of the Visit. If admitted into membership, the School will receive membership documentation.

9.2. COBIS will retain all intellectual property rights in the reports. Upon full payment of the fees, COBIS licences to the User the reports on a perpetual, irrevocable, non-transferable, royalty-free, worldwide basis for the User's internal use.

10. COBIS COMPLIANCE AND ACCREDITATION TIMELINES

10.1. The COBIS Compliance check is valid on a 5-year cycle. COBIS Accreditation includes a COBIS Compliance check. The User must book and pay for their next Compliance or Accreditation Visit to take place within a maximum of 5 years from the Visit date in order to maintain their current status.

10.2. Where a significant change occurs at the User (e.g. new premises, change in senior leadership or governance etc), the User must notify COBIS in writing as soon as possible. It is the User's responsibility to ensure that COBIS is aware of any significant changes which take place at the User.

10.3. If an Applicant School (Compliance or Accreditation) have been engaged in the process for more than 12 months, the application fee will be charged again to the school.

11. USE OF COBIS BRANDING AND LOGO

11.1. Upon successful completion of the Accreditation or Compliance scheme, ratification by the COBIS Board and formal confirmation of COBIS membership status via email and/or letter, the User may use the COBIS name and appropriate COBIS logo on a non-exclusive, royalty-free, non-transferable, non-sublicensable, revocable basis solely for the duration that the User has in force the applicable (and valid) COBIS Membership, provided that the User strictly complies with the COBIS brand guidelines. COBIS reserves the right to ask the User to remove a COBIS logo from a school website or promotional material in accordance with the COBIS brand guidelines.

11.2. Schools who are not COBIS members, or who are no longer COBIS members (but excluding any suspended members), are not permitted to use the COBIS name or logo on its website or materials or indicate directly or indirectly that it is approved by, or associated in any way with, COBIS.

12. NON-COMPLIANCE

12.1. Should the User be found to be 'non-compliant' in more than one standard of the COBIS Compliance or Accreditation standards, the User will be given an action plan, drawn up by the LIP and COBIS which it will be required to complete to the satisfaction of the Director of Accreditation within the timeframe specified by COBIS. Depending on the scale and nature of non-compliance a School may be required to complete either an Action Plan or the whole Compliance process again (i.e. completing a further online application and an additional Visit has to be booked, paid for and successfully completed before membership can be granted), and may require a follow up mini-Visit. This new mini-Visit would incur an additional cost, which would be specified by COBIS in writing. In addition, Schools would also be responsible for covering all costs connected to travel, including but not limited to visa, travel insurance, accommodation and subsistence of the LIP for this new Visit. Where possible, we will try to find a LIP in the school's region to minimise the additional cost to the User. Membership (for existing members of COBIS) may, at the discretion of the COBIS Committee, be retained during this period (up to a maximum of one year) until Compliance is successfully completed.

12.2. Should the User be found to be 'non-compliant' in one area of the COBIS Compliance or Accreditation standards only, the COBIS Director of Accreditation will decide either to delay completion of the Accreditation/Compliance report for no more than two months to allow the school to meet the Standard, or that an Action Plan should be drawn up by the LIP and COBIS which the School will be required to complete successfully at the satisfaction of the Director of Accreditation. In some cases, a mini-Visit to review the specific area may be arranged by COBIS for a shorter period (typically no more than two days). Where necessary, this new Visit would incur an additional cost, which would be specified by COBIS in writing. In addition, Schools would also be responsible for covering all costs connected to travel, including but not limited to visa, travel insurance, accommodation and subsistence of the LIP for this new Visit. Where possible, a LIP based regionally will be used to minimise the additional cost to the User. Membership (for existing members of COBIS) may, at the discretion of the COBIS Committee, be retained during this period (up to a maximum of one year) until Compliance is successfully completed. Notwithstanding, at the discretion of COBIS, the School may continue to use the Membership Benefits during the current Membership Subscription Term, provided that the Membership Subscription Fees have been paid in full.

13. INDEMNITY

13.1. The User acknowledges that COBIS accepts no responsibility or liability in relation to any reputational damage, third party claims or any other negative consequences as a result of COBIS providing the services or conducting visits.

13.2. The User will indemnify and keep COBIS and its officers, employees, consultants, agents and sub-contractors indemnified, on demand, against all damages, fines, losses, costs, liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by COBIS arising out of or in connection with any claim:
13.2.1. in relation to the School Data infringing a third party's intellectual property rights;

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13.2.2. in relation to the School Data's contents, accuracy or completeness;
13.2.3. for any defamatory, offensive or illegal content, information or materials provided by the User either directly or indirectly to COBIS; or
13.2.4. arising as a result of any Visit to the User.

14. AGM NOTICES AND PUBLICITY

14.1. Unless otherwise agreed, COBIS shall provide notice of its AGMs to the User electronically to the User's designated contact email address.
14.2. AGM papers including the agenda and financial statements are published in the private member network area of the COBIS website. All COBIS Members have passwords to access.
14.3. The User hereby acknowledges and agrees that whilst it is a Member School, it may be listed in partner publications (printed and online) on occasion.
14.4. The User hereby acknowledges and agrees that whilst it is a Member School, it will be listed on the COBIS website and the private member network area.

SCHEDULE 7: COBIS MEMBERSHIP VIA A BSO OR ISI INSPECTION, CIS, WASC, OEAS, NEASC OR NEASC/CIS ACCREDITATION

1. BACKGROUND

1.1. The COBIS Accreditation and Compliance schemes are the primary routes to COBIS membership. COBIS Membership can also be accessed through other approved quality assurance routes, including BSO or ISI inspection, CIS Accreditation, NEASC Accreditation, WASC Accreditation, OEAS and NEASC/CIS Accreditation, by submitting the required supporting documentation.
1.2. More information on the BSO, ISI, CIS NEASC, WASC, OEAS and NEASC/CIS routes to membership can be found on the COBIS website at www.cobis.org.uk.
1.3. A BSO inspected school must have an inspection report which shows that their performance against all the BSO standards is at least satisfactory. Following a successful BSO inspection, schools will be allocated a unique reference number on the UK government's school reference system, 'Get information about schools' database.
1.4. A ISI inspected school must have an inspection report which shows that their performance against all the ISI standards is at least satisfactory.
1.5. A CIS Accredited school must follow a thorough quality assurance process to show that the school has achieved high standards of professional performance in international education, has a commitment to continuous improvement and can demonstrate the school has a clear British educational ethos with a commitment to British educational values. Following a successful CIS Accreditation visit, schools are provided with an Accreditation Outcome Letter signalling their success and are recognised as Accredited on the CIS website.
1.6. A WASC Accredited school must follow a thorough quality assurance process to show that the school has achieved high standards of professional performance in international education, has a commitment to continuous improvement and can demonstrate the school has a clear British educational ethos with a commitment to British educational values. Following a successful WASC Accreditation visit, schools are provided with a letter confirming their WASC Accredited status and are recognised as Accredited on the WASC website.
1.7. A OEAS school must be accredited through the Department for Education's Online Education Accreditation Scheme (OEAS). To be eligible for this membership route, schools must have an OEAS report dated within 5 years of application, an action plan addressing how any points for improvement in the report will be addressed. The COBIS Quality Assurance Committee will also conduct a visit as part of the application process.
1.8. A NEASC Accredited school must follow a thorough quality assurance process to show that the school has achieved high standards of professional performance in international education, has a commitment to continuous improvement and can demonstrate the school has a clear British educational ethos with a commitment to British educational values. Following a successful NEASC Accreditation visit, schools are provided with a letter confirming their NEASC Accredited status and are recognised as Accredited on the NEASC website.
1.9. A NEASC/CIS Accredited school must follow a thorough quality assurance process to show that the school has achieved high standards of professional performance in international education, has a commitment to continuous improvement and can demonstrate the school has a clear British educational ethos with a commitment to British educational values. Following a successful NEASC/CIS Accreditation visit, schools are provided with a letter confirming their NEASC/CIS Accredited status and are recognised as Accredited on the NEASC website.
1.10. Following a successful inspection by one of the DfE approved inspectorates or a visit by the CIS, NEASC, ISI, OEAS, WASC or NEASC/CIS Accreditation or Inspection teams, submission of appropriate documentation and following agreement by the Quality Assurance Committee and the COBIS Board, COBIS is able to confer formal recognition on its Accredited Member Schools.

2. APPLYING FOR COBIS MEMBERSHIP VIA A BSO or ISI INSPECTION, CIS, WASC, OEAS, NEASC or NEASC/CIS ACCREDITATION

2.1. By submitting an application online and agreeing to this Agreement, the School is hereby bound by this Agreement. By submitting an application, you warrant that you have the appropriate authority to legally bind the User.
2.2. The application fees may be paid online as part of the application process or you may request to receive an invoice. Please note that the application will not be processed until payment is received.
2.3. Each school applying via BSO route, will need to provide a BSO report dated from within the last 5 years, and an associated action plan to support their Membership application ('**School Data'**).
2.4. Each school applying via ISI route, will need to provide an ISI inspection report dated from within the last 5 years, and an associated action plan to support their Membership application ('**School Data'**).
2.5. Each School applying via CIS Accreditation will need to submit a CIS Accreditation Outcome Letter, accreditation report with rating for all standards, dated from within the last 5 years, associated action plan, and statement of British Educational ethos and values to support their Membership application (which will be deemed to be included within the definition of **'School Data'**).
2.6. Each School applying via NEASC Accreditation will need to provide evidence of a successful NEASC Accreditation report dated from within the last 5 years, External Review Visit Report Outcome letter confirming NEASC accreditation status, and

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Statement of British Educational Ethos and Values to support their Membership application (which will be deemed to be included within the definition of **'School Data'**).

2.7. Each School applying via WASC Accreditation will need to provide evidence of a successful WASC Accreditation report dated from within the last 5 years, External Review Visit Report*,* Outcome letter confirming WASC accreditation status, and Statement of British Educational Ethos and Values to support their Membership application (which will be deemed to be included within the definition of '**School Data'**).

2.8. Each school applying via OEAS route will need to provide a OEAS report dated from within the last 5 years and an associated action plan to support their Membership application ('**School Data'**). A virtual visit with the school will then be scheduled.

2.9. Each School applying via NEASC/CIS Accreditation will need to provide evidence of a NEASC/CIS Accreditation Outcome Letter, NEASC/CIS Team Visit Accreditation Report with ratings for all standards, dated from within the last 5 years, associated action plan, school development plan, any questions arising from the NEASC Outcome Letter and Accreditation Report and statement of British Educational ethos and values to support their Membership application (which will be deemed to be included within the definition of **'School Data'**).

2.10. By agreeing to this Agreement the User hereby agrees for the COBIS Exec Team and COBIS Board to have access and view the information and data that they submit.

2.11. It is understood and agreed that any School Data will not be shared outside of COBIS other than in accordance with the COBIS Privacy Policy, which shall include without limitation, purposes relating specifically to Membership and Accreditation administration, including financial administration. You hereby grant COBIS a non-exclusive, perpetual, irrevocable, non-transferable, royalty-free, worldwide licence to use the School Data solely for use in the provision of COBIS's services. For more information on how COBIS processes data, please refer to the COBIS Privacy Policy which is available at www.cobis.org.uk (as updated from time to time).

2.12. You acknowledge that COBIS may use any non-confidential details of its services provided to the User (including sharing any analysis or metrics gained from any testing) for a number of purposes, including case studies, publications, exhibitions and other promotional purposes (such as use in print and on our website). You hereby permit COBIS and other associated parties to publish the name and standard logo of the User for such purposes.

2.13. By agreeing to this Agreement, the User warrants that it has used its best endeavours to verify the accuracy and completeness of the School Data and warrants that it is up to date. The User agrees to promptly advise COBIS of any significant changes to the School Data.

3. RETENTION OF RECORDS

3.1. The User shall maintain a profile on COBIS's Microsoft SharePoint Site (or alternative digital platform as indicated by COBIS) for the duration of its membership with COBIS.

3.2. If the User's membership is cancelled or lapsed, COBIS will retain "**School Data**", including contact details for the User's DA and/or any other main contact provided to COBIS in line with COBIS's data retention policy. For more information on COBIS' data policy and retention of records, please read the COBIS Privacy Policy at www.cobis.org.uk (as updated from time to time).

4. DEFERRALS

4.1. The integrity of the Quality Assurance date should be maintained where possible and deferral requests will only be accepted by COBIS in particular circumstances. These include, but are not limited to, the following:

- 4.1.1. change of Head e.g. the new Head does not believe the User will be compliant or they do not have time to engage with the process before the scheduled date;
- 4.1.2. no Head in place (due to unforeseen circumstances);
- 4.1.3. change of location (after booking) e.g. the User may wish for a new site to be visited or MS Teams(or alternative digital platform as indicated by COBIS) work may have been based on an old location;
- 4.1.4. change in ownership of the User;
- 4.1.5. significant building works at the relevant location – i.e. where it would make the Quality Assurance difficult or unsafe; or
- 4.1.6. no campus due to unforeseen circumstances / a Force Majeure Event (defined below).

4.2. If a deferral has been agreed between the User and COBIS, the following terms apply:

- 4.2.1. existing COBIS members who have been granted the deferral of their Quality Assurance date until the following academic year are able to retain their membership status as long as the new Visit date, BSO or ISI Inspection Visit date, CIS, WASC, OEAS, NEASC or NEASC/CIS Accreditation Visit date is within 12 months after its original deadline date for COBIS quality assurance. In this event, the User would be required to pay its membership fee for the new year.

4.3. If the User has not completed the Quality Assurance process on a date which is more than 12 months after its original deadline date for COBIS quality assurance, and has paid for a future Visit, its membership status will be changed to 'Applicant School' and no Membership Subscription Fees will be payable until they are subsequently granted 'COBIS Member School' membership, as ratified by the COBIS Board unless otherwise agreed with COBIS in writing (at COBIS's sole discretion).

4.4. If an existing member has not completed the quality assurance process within 12 months after its original COBIS quality assurance deadline date passing, and has not paid for a future Visit, they will lose their COBIS membership.

5. DISCLAIMER

5.1. Payment for a membership application does not guarantee membership status, either now or in the future.

5.2. COBIS Accredited Member status is subject to ratification by the COBIS Board. COBIS Board meetings take place three times a year (usually in September, January and May). Ratification may also take place electronically through the year. Following this due process, the User will be officially informed of the ratification decision.

5.3. COBIS reserves the right to refuse to accept an application for membership for any given reason.

5.4. The fee for new membership applications does not include the COBIS annual membership fee, which is payable on an annual recurring basis.

6. TIMELINES

6.1. The COBIS Quality Assurance check is valid on a 5-year cycle. The User must submit a BSO or ISI report or CIS, WASC, OEAS, NEASC or NEASC/CIS Accreditation report and associated supporting documents (pursuant to clause 2.3 through to 2.7 above) within 5 years in order to maintain their current status.

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6.2. Where a significant change occurs at the User (e.g. new premises, change in senior leadership or governance etc), the User must notify COBIS in writing as soon as possible. It is the User's responsibility to ensure that COBIS is aware of any significant changes which take place at the User.

7. USE OF COBIS BRANDING AND LOGO

7.1. Upon successful submission of a BSO or ISI report, CIS, WASC, OEAS, NEASC or NEASC/CIS Accreditation report and associated supporting documents (pursuant to clause 2.3 through 2.7 above) , approval by the Quality Assurance Committee, ratification by the COBIS Board and formal confirmation of COBIS membership status via email and/or letter, the User may use the COBIS name and appropriate COBIS logo on a non-exclusive, royalty-free, non-transferable, non-sublicensable, revocable basis solely for the duration that the User has in force the applicable (and valid) COBIS Membership, provided that the User strictly complies with the COBIS brand guidelines. COBIS reserves the right to ask the User to remove a COBIS logo from a school website or promotional material in accordance with the COBIS brand guidelines.

7.2. Schools who are not COBIS members, or who are no longer COBIS members (but excluding any suspended members), are not permitted to use the COBIS name or logo on its website or materials or indicate directly or indirectly that it is approved by, or associated in any way with, COBIS.

8. INDEMNITY

8.1. The User acknowledges that COBIS accepts no responsibility or liability in relation to any reputational damage, third party claims or any other negative consequences as a result of COBIS providing the services or conducting Quality Assurance checks.

8.2. The User will indemnify and keep COBIS and its officers, employees, consultants, agents and sub-contractors indemnified, on demand, against all damages, fines, losses, costs, liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by COBIS arising out of or in connection with any claim:

8.2.1. in relation to the School Data infringing a third party's intellectual property rights;

8.2.2. in relation to the School Data's contents, accuracy or completeness;

8.2.3. for any defamatory, offensive or illegal content, information or materials provided by the User either directly or indirectly to COBIS; or

8.2.4. arising as a result of any Quality Assurance reviews.

9. AGM NOTICES AND PUBLICITY

9.1. Unless otherwise agreed, COBIS shall provide notice of its AGMs to the User electronically to the User's designated contact email address.

9.2. AGM papers including the agenda and financial statements are published in the private members area of the COBIS website. All COBIS Members have passwords to access.

9.3. The User hereby acknowledges and agrees that whilst it is a Member School, it will be listed on the COBIS website and the private member network area.

PART C: SUPPORT SERVICES

SCHEDULE 8: SAFEGUARDING

1. BACKGROUND

1.1. COBIS and its Members are committed to child protection and safeguarding and promoting the welfare of children, young people and adults.

1.2. All staff in COBIS schools are expected to undergo suitable pre-employment checks.

2. SERVICES, FEES AND PAYMENT

2.1. COBIS offers a Prohibition Order checking service for Members and non-members.

2.2. There is a cost per Prohibition Order Check for non-members on a per teacher basis. This includes all of the following checks:

2.2.1. Prohibition From Teaching Check;

2.2.2. Teachers Who Have Failed Induction or Probation Check; and

2.2.3. General Teaching Council for England (GTCE) sanctions.

2.3. Once the User has requested a Prohibition Order Check, it will be invoiced directly (if applicable).

3. DEALING WITH DISCLOSURE INFORMATION

3.1. The User must have a policy on the secure storage, handling, use, retention and disposal of disclosures and disclosure information. The User must only send COBIS Personal Data relating to its Staff to the minimum extent necessary for the performance of the Services and the User must have lawful grounds for providing such Personal Data to COBIS in accordance with the applicable Data Protection Laws.

3.2. The User should use the Prohibition Order Checks to help make recruitment decisions about the suitability of candidates. Schools must have a policy on the recruitment of ex-offenders.

3.3. Notwithstanding any information contained within a Prohibition Order Check, under no circumstances shall COBIS be liable or responsible under any circumstances for the suitability or unsuitability of a potential candidate and this decision is taken solely by the relevant School.

SCHEDULE 9: PARTNERSHIP AND SPONSORSHIP

1. BACKGROUND AND PROCESS

1.1. This Schedule shall apply to any partnership or sponsorship opportunities that COBIS makes available from time to time.

1.2. In the event that the User wishes to submit a proposal for the relevant partnership or sponsorship opportunity, it must:

1.2.1. ensure that it meets the stated requirements for entry;

1.2.2. ensure that all information requested by COBIS is provided;

1.2.3. ensure that all such information is accurate, up to date and complete;

1.2.4. submit the application by the relevant deadline; and

1.2.5. ensure that it makes payment of any charges or fees required as part of the application by the relevant due date.

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1.3. The parties agree to be bound by the applicable specification or memorandum of understanding that applies to the partnership or sponsorship opportunity.
1.4. Any communications benefits included within the scope of the partnership or sponsorship opportunity are subject to the User scheduling such communications on a date that COBIS has available. This is provided on a first come-first served basis.

SCHEDULE 10: ADVERTISING

1. BACKGROUND AND PROCESS

1.1. The User (who may be a Supporting Associate, Member or a non-COBIS member) may publish or contract COBIS to distribute e-shots, or Blogs ("**Adverts**") by email, on the COBIS website and/or any other social media platforms agreed with COBIS in writing ("**Advertising Platform**") in accordance with the terms of this Schedule ("**Advertising Service**").
1.2. Each proposed Advert must be submitted to COBIS for approval at least 14 days in advance of the proposed publication or distribution date.

2. FEES

2.1. COBIS shall provide the User with a quotation for the proposed Adverts, which the parties shall confirm in writing.
2.2. The User shall pay COBIS the agreed fees, which shall apply for the specified duration that the Advert is live. At the end of this period, the Advert may remain on the Advertising Platform, subject to the payment of further fees.

3. LEGAL COMPLIANCE

3.1. Notwithstanding clause 1.2 above, the User is solely responsible for ensuring that any Adverts that it uploads to the Advertising Platform comply with all applicable laws, regulations and marketing codes.
3.2. The User will indemnify and keep COBIS and its officers, employees, consultants, agents and sub-contractors indemnified, on demand, against all damages, fines, losses, costs, liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by COBIS arising out of or in connection with any claim:
  3.2.1. that an Advert infringes a third party's Intellectual Property Rights;
  3.2.2. for any breach of any law or ASA guidance relating to advertisement, sales promotion and direct marketing communications in relation to an Advert;
  3.2.3. in relation to an Adverts' contents, accuracy or completeness; and/or
  3.2.4. for any defamatory, offensive or illegal content, information or materials provided by the User either directly or indirectly to COBIS.
3.3. Where COBIS considers, in its sole discretion, an Advert:
  3.3.1. to be harmful to COBIS, its Members or any third party; or
  3.3.2. is subject to any of the circumstances in clause 3.2.1 to 3.2.4 (inclusive) above apply,
  COBIS reserves the right to withdraw and delete the relevant Advert with immediate effect and without any liability or obligation to provide a refund.

SCHEDULE 11: NOT USED

SCHEDULE 12: WEBINAR & ONLINE TRAINING DELEGATES

1. BACKGROUND AND PROCESS

1.1. This Schedule shall apply to all users of COBIS webinars, seminars, lectures, workshops, online CPD training sessions or other online training programs or online events (which may also be supplied online or in a physical format (e.g. a DVD)), this also includes engagement with hybrid events (collectively defined as a "**Webinar**").
1.2. The Webinar details (which may include the fees, duration of access, number of permitted delegates, access restrictions, whether the Webinar counts towards CPD hours, etc.) will be stated on the relevant site or webpage where the Webinar can be purchased ("**Webinar Specification**").
1.3. Webinars may be available to Members and non-COBIS members, depending on availability, as specified by COBIS in the Webinar Specification for the relevant Webinar.
1.4. The User must pay the relevant fees for the Webinar in the Webinar Specification, however, certain Webinars will be free of charge.
1.5. Please note that in relation to CPD training session Webinars, COBIS will notify the relevant external course provider of the attendees and registration data relating to the Webinar.

2. USER ACCESS

2.1. Once the fees for the Webinar have been paid by the User to COBIS (if applicable), COBIS, or the external course provider, shall send the User an email containing the relevant log-in details for the Webinar.
2.2. Responsibility for the confidentiality and security of Webinar registration information and any supporting materials issued to the User lies solely with the User.
2.3. Where a maximum time for completion of the Webinar applies, this will be stated in the Webinar Specification (with such time period commencing from the initial order date).
2.4. To access the Webinar, the User may be required to configure its settings (e.g. audio/video firewalls) on its web-device and computer or download software for its operating system.
2.5. COBIS is not liable or responsible for any technical issues which may arise as a result of the User's failure to ensure compatibility in accordance with clause 2.4 above.
2.6. Due to the internet's inherent nature, the User acknowledges that COBIS is not liable or responsible for any delay, disruption or disturbance in the operation of the internet.
2.7. The User acknowledges and agrees that access to the Webinar may be interrupted due to telecommunications failures which are beyond the control of COBIS and/or downtime for repairs, maintenance and upgrading.
2.8. In reference to 2.5, 2.6 and 2.7, COBIS is not liable to offer replacement or additional webinars.
2.9. The User is solely responsible for any comments, content or other contributions ("**Webinar Contributions**") that it makes to the Webinar. COBIS shall not be responsible for monitoring any such Webinar Contributions.
2.10. The User shall adhere to the Event Code of Conduct at all times. This can be found here.

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2.11. The User will indemnify and keep COBIS and its officers, employees, consultants, agents and sub-contractors (including any external course providers) indemnified, on demand, against all damages, fines, losses, costs, liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by COBIS arising out of or in connection with any claim for any Webinar Contributions of a defamatory, offensive or illegal nature provided by the User either directly or indirectly to COBIS or the Webinar.

3. CANCELLATIONS & REFUNDS

3.1. Subject to clause 3.2 below, all cancellations for Webinars must be sent by the User to COBIS in advance and in writing. The fee remains payable and is non-refundable, but the User may transfer the value of the booking to another Webinar, subject to availability (provided that this is booked within a period of six weeks)

3.2. For CPD training session Webinars, cancellations received more than 6 weeks before the Event start date will receive a full refund. No refund will be offered after this date, unless otherwise stated in the applicable Webinar Specification. For cancellations received less than six weeks before the CPD training session Webinar start date, or in the event of non-attendance, delegate fees are still payable.

4. WEBINAR USAGE RIGHTS

4.1. The Webinar may only be presented to the number of delegates specified in the relevant Webinar Specification. Additional delegate access rights may be available with COBIS's prior written consent (and may be subject to additional fees).

4.2. All Intellectual Property Rights in the Webinars and any supporting materials remains vested in COBIS or its presenters at all times and will be subject to the terms of clause 4 of Schedule 1.

4.3. No content from the Webinar or any supporting materials may be copied, republished, uploaded, or otherwise distributed.

4.4. The User may not sub-license, transfer or otherwise make available any Webinar content to any third party for commercial purposes or financial gain or use the content in any other media.

4.5. The User must not alter or modify the Webinar content in any way.

5. DISCLAIMER

5.1. Webinars and supporting materials are prepared solely for training purposes and are not a substitute for formal advice.

5.2. COBIS shall not be responsible or liable for the accuracy, veracity, legality of the information, documentation, opinions or any other content provided by the Webinar presenter or included in the Webinar or the Webinar supporting materials.

5.3. The use of any information or materials available within Webinars is at the User's sole risk.

5.4. All opinions of Webinar presenters are their own and do not necessarily reflect the view of position of COBIS.

SCHEDULE 13: WEBINAR & ONLINE TRAINING HOSTS

1. BACKGROUND AND PROCESS

1.1. This Schedule shall apply to all presenters and/or hosts of COBIS webinars, seminars, lectures, workshops, online CPD training sessions or other online training programmes (which may also be supplied online or in a physical format (e.g. a DVD)), this also includes engagement with hybrid events (collectively defined as a "**Webinar**").

1.2. The Webinar will be provided by the User on a free of charge basis, unless otherwise agreed with COBIS in advance in writing.

1.3. Webinars may be made available to Members and non-COBIS members at COBIS's sole discretion.

1.4. The User shall adhere to the Event Code of Conduct at all times. This can be found here.

2. WEBINAR SET-UP AND ACCESS

2.1. Except for circumstances where the User is an external course provider using their own systems to deliver the Webinar, where the Webinar is to be recorded and streamed online, COBIS shall provide the User with access to the Webinar platform reasonably in advance of the Webinar taking place. In this situation, as the Webinar platform is provided by a third party provider, COBIS will not be liable to the User for any interruptions to the Webinar or for any technical failures.

2.2. Responsibility for the confidentiality and security of Webinar and any supporting materials provided by the User lies solely with the User.

2.3. To access the Webinar, the User may be required to configure its settings (e.g. audio/video firewalls) to comply with the Webinar platform requirements.

2.4. COBIS is not liable or responsible for any technical issues which may arise as a result of the User's failure to ensure compatibility in accordance with clause 2.3 above.

2.5. Due to the internet's inherent nature, the User acknowledges that COBIS is not liable or responsible for any delay, disruption or disturbance in the operation of the internet.

2.6. The User is solely responsible for any scripts, statements, comments, slides, materials, content or other contributions ("**Webinar Contributions**") that it makes to the Webinar. COBIS shall not be responsible for monitoring any such Webinar Contributions.

2.7. The User will indemnify and keep COBIS and its officers, employees, consultants, agents and sub-contractors indemnified, on demand, against all damages, fines, losses, costs, liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by COBIS arising out of or in connection with any claim:

2.7.1. in relation to the Webinar Contributions infringing a third party's intellectual property rights;

2.7.2. in relation to the Webinar Contributions' contents, accuracy or completeness; and

2.7.3. for any Webinar Contributions of a defamatory, offensive or illegal nature provided by the User either directly or indirectly to COBIS or the Webinar.

3. CANCELLATIONS

3.1. The User acknowledges that COBIS may promote its Webinars to its Members and therefore Webinars may only be cancelled in exceptional circumstances and with COBIS's prior written consent.

4. WEBINAR USAGE RIGHTS

4.1. All Intellectual Property Rights in the Webinar Contributions shall remain vested in the User. Notwithstanding, unless otherwise agreed between the parties in writing, the User hereby provides COBIS with a non-exclusive, perpetual, irrevocable, non-transferable, royalty-free, worldwide licence to use the Webinar Contributions.

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SCHEDULE 14: EVENTS

1. EVENT BOOKINGS

1.1. This Schedule shall apply to the User and the event attendees ("**Event Delegates**") that book any COBIS student or staff conferences, courses and/or events, which are provided by COBIS from time to time ("**Events**").
1.2. The Event details (which may include the fees, duration, number of permitted delegates, restrictions, specific cancellation terms, whether the Event counts towards any CPD hours, etc.) will be stated on the relevant webpage where the Event booking can be placed ("**Event Specification**").
1.3. Event bookings are open to Members as well as non-COBIS Members Schools, unless otherwise indicated in the Event Specification.
1.4. The booking form for an Event should be submitted by the User to COBIS no later than six weeks prior to the Event start date or by the date stated on the Student Activity registration form. Submission of a booking form constitutes an offer to purchase a booking for the relevant Event.
1.5. The User acknowledges that their contact information may be provided to any school hosting an Event (a "**Host School**") or to any external provider delivering the event, or to any external event venue, in accordance with clause 6 of Schedule 1 (Data Protection) in relation to invoicing, course registration and delivery of the Event.
1.6. By applying to the Event as a Delegate or Host the User is indicating its agreement to be bound by the terms of this Schedule and to comply with the Event Specifications and the COBIS Student Events Code of Conduct.
1.7. If the User is found to be in breach of the Student Event Code of Conduct, their membership status will be reviewed and COBIS reserves the right to remove the User from membership and/or ban the User from future Events.

2. CONFIRMATION

2.1. The Event will only be confirmed by COBIS once sufficient bookings for the Event have been received.
2.2. COBIS will confirm the Event booking to the Event Delegates or Booking Co-ordinators via email.
2.3. Event Delegates / Booking Co-ordinators are advised not to book travel or accommodation until the Event has been confirmed.
2.4. Event Delegates / Booking Co-ordinators are advised to obtain appropriate and sufficient travel insurance and insurance against cancellation as necessary. COBIS does not accept any responsibility for fees related to such insurance.
2.5. COBIS and any Host School are able to support with travel / entry visa letters as appropriate once the Event fees have been paid by the User. Event Delegates are advised to apply for visas as soon as possible.

3. PAYMENT TERMS

3.1. Upon receipt of the User's registration form the User will either be able to pay online, or COBIS or the Host School will send the User an invoice for the applicable Event fees.
3.2. COBIS invoices will be sent via email and must be paid within 28 days of the invoice date or not later than 14 days prior to the start of the Event, whichever date occurs soonest (the "**Due Date**"). Payment must be made in pounds sterling by credit/debit card or BACS. Invoices sent directly from the Host School must be paid within the timeframe stated on the invoice.
3.3. If payment of the invoice is not made by the Due Date, the booking will not be made and the Event Delegates will not be able to attend the Event unless otherwise agreed with COBIS in writing.
3.4. Full payment is required prior to the Event. The Event Delegate's Event registration is not confirmed until payment is received.

4. CANCELLATIONS

4.1. Cancellations should be sent by email to cpd@cobis.org.uk for CPD events and to students@cobis.org.uk for student activities.
4.2. For CPD events, cancellations received no less than 6 weeks before the Event start date will receive a full refund. No refund will be offered after this date, unless otherwise stated in the applicable Event Specification. For Event Cancellations received less than six weeks before the Event start date, or in the event of non-attendance, delegate fees are still payable.
4.3. For student activities, cancellation terms may vary from the above dependant on the specific event. This information can be found in the Event Specification.

5. EVENT DELEGATE SUBSTITUTION

5.1. For CPD events, the user can change an Event Delegate who will be attending an Event to another person up to seven days before the start of the Event subject to approval from COBIS. No changes will be accepted after this point.
5.2. There will be no additional charge for any Event Delegate name changes.
5.3. Any changes to flight, accommodation, insurance, and visas are the sole responsibility of the User.

6. EVENT AMENDMENTS & CANCELLATIONS

6.1. COBIS and any Host School reserve the right to:
  6.1.1. alter or cancel the Event in part or in full without prior notice due to unforeseen circumstances;
  6.1.2. change the content, timing, date, venue or the presenters of the Event in order to provide a high quality service or where it is necessary for reasons beyond COBIS's control; and
  6.1.3. cancel or amend the event if insufficient bookings are received or travel to the host country becomes inadvisable.
6.2. Event delegates are advised to take out suitable cancellation insurance. COBIS assumes no responsibility for costs associated with event cancellations.
6.3. In the event that an event is cancelled and the Event registration fee has been received, that Event fee will be refunded to the User or the User may have the option to transfer the booking to an alternative Event.
6.4. COBIS will not be liable for any losses or expenses arising from amendments to the Event or for Event cancellations.

7. EVENT MATERIALS

7.1. No content from the Event or any supporting materials may be copied, republished, uploaded, or otherwise distributed by the User or any Event Delegates.
7.2. COBIS remains the owner of all Intellectual Property Rights in Event format, content, materials at all times and the User is subject to the terms of clause 4 of Schedule 1.

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8. HOST SCHOOLS

8.1. Where a COBIS event is being hosted by a School, the Host School must comply with the terms of this Schedule.
8.2. The Host School agrees to adhere to Host School Guidance, as provided to the Host School from time to time and the Student Event Code of Conduct.
8.3. If the Host is found to be in breach of their COBIS Event Code of Conduct, their membership status will be reviewed and COBIS reserves the right to remove the Host from membership and/or ban the User from future Events.

SCHEDULE 15: AWARDS & COMPETITIONS

1. BACKGROUND

1.1. This Schedule will apply to any awards and/or competitions which are made available by COBIS, or which are run or managed in partnership by COBIS with Schools or commercial partners, from time to time (collectively referred to as "**Competitions**").
1.2. The Competition details (which may include the Competition closing date, the nature of any awards, certifications or prizes, entry requirements, age limits, etc) will be stated on the relevant webpage where the Competition can be entered into by the User ("**Competition Specification**").
1.3. Competitions are open to Member Schools only unless otherwise indicated in the Competition Specification.

2. COMPETITION REGISTRATION

2.1. By entering a submission for a Competition, the User is indicating its agreement to be bound by the terms of this Schedule and to comply with the Competition Specification and the COBIS Student Events Code of Conduct.
2.2. If the User is found to be in breach of the Student Events Code of Conduct, their membership status will be reviewed and COBIS reserves the right to remove the User from membership and/or ban the User from future Competitions.
2.3. Where applicable, the User must submit its Competition application to the correct location and age category.
2.4. Any Competition entries which contain the User's work will be licensed to COBIS (and any School or commercial partner who are providing the Competition) on a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide basis for a number of purposes, including case studies, publications, exhibitions, competitions and other promotional purposes. The User hereby permits COBIS and other associated parties to publish the name and standard logo of the User's School for such purposes.
2.5. For a Competition entry to be valid it must comply with any requirements stated in the Competition Specification.
2.6. COBIS accepts no responsibility for any Competition entries which are not received or which do not meet the entry requirements. Submissions must be received before the competition closing date to guarantee entry.

3. PAYMENT TERMS

3.1. Where the Competition has an entry fee requirement, upon receipt of the User's Competition entry, COBIS or the host school will send the User an invoice for the applicable Competition fees.
3.2. Invoices will be sent via email and must be paid by the date specified on the invoice (the "**Due Date**"). Payment must be made in the currency specified on the invoice by credit/debit card or BACS.
3.3. If payment of the invoice is not made by the Due Date, the Competition entry will not be registered and the User's Competition entry will be void.
3.4. Payment of the Competition fees does not guarantee that the User will win any awards, certifications or prizes.
3.5. The Competition fees shall not be refundable under any circumstances.

4. COMPETITION AMENDMENTS AND DECISIONS

4.1. COBIS reserves the right to cancel or amend the Competition and the Competition Specification without notice.
4.2. Awards, certifications and prizes are subject to change at any point at COBIS's sole discretion.
4.3. Any foul play, cheating, plagiarism or attempted manipulation of the results of a Competition entry will result in a permanent exclusion of the offending User from future COBIS Competitions. Further details are outlined in the Student Event Code of Conduct.
4.4. COBIS's decision in respect of all matters to do with the Competition will be final and no further correspondence regarding results will be entered into.
4.5. The name of the winner of a Competition and the name of their School will be announced by COBIS where this is permitted by the applicable Data Protection Laws.

PART E: SUPPORTING ASSOCIATES

SCHEDULE 16: SUPPORTING ASSOCIATES

1. BACKGROUND

1.1. COBIS Supporting Associate status is available to any business which offers a product or service which COBIS deems may be of interest to COBIS Schools. This may include manufacturers and suppliers of educational materials and equipment, publishers of textbooks and educational books, and companies and consultants providing services to international schools.
1.2. COBIS Supporting Associate status does not imply endorsement by COBIS for any service, programme or activity of the Supporting Associate and an organisation may not use COBIS Supporting Associate status as an endorsement of its services, products or activities under any circumstances.

2. APPLYING FOR SUPPORTING ASSOCIATE STATUS

2.1. Applications for Supporting Associate status can be made through the COBIS website at www.cobis.org.uk.
2.2. Please note that submitting an application to become a Supporting Associate does not guarantee the granting of a Supporting Associate status.
2.3. Supporting Associate applications are subject to approval by COBIS.
2.4. In the event that the Supporting Associate is unresponsive to COBIS's communications for a period of three months or more, COBIS may revoke the Supporting Associate's subscription immediately without any liability.

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2.5. COBIS may decline a Supporting Associate's application in the event that it deems that their subscription would not be in the interest of its Members.
2.6. Before gaining Supporting Associate status, the Supporting Associate must have paid the relevant Supporting Associate fees, agreed to the Code of Conduct, including safeguarding requirements, and obtained satisfactory references in accordance with clauses 3, 4 and 5 below.

3. PAYMENT OF FEES

3.1. COBIS Supporting Associate status is valid for one academic year, starting on 1 September and ending on 31 August ("**Supporting Associate Subscription Term**") and shall automatically renew at the end of each Supporting Associate Subscription Term for a further Supporting Associate Subscription Term, unless and until it is terminated in accordance with the terms of this Agreement.
3.2. Invoices for the Subscription Fees are sent out in September for each Supporting Associate Subscription Term. Where a Supporting Associate joins after January, the fees will be calculated on a pro rata basis for the remainder of the Supporting Associate Subscription Term. In this instance, the Supporting Associate will be required to pay for the remainder of the Supporting Associate Subscription Term and for the following Supporting Associate Subscription Term.

4. SUPPORTING ASSOCIATE CODE OF CONDUCT

4.1. If the Supporting Associate application is approved by COBIS, the User must agree to the COBIS Code of Conduct ("**Code**") before the Supporting Associate status is confirmed.
4.2. This Code sets out the principles which all Supporting Associates should follow in the course of their professional conduct and professional dealings with COBIS, COBIS Member Schools, other COBIS Supporting Associates.
4.3. Observance of the Code is a condition of COBIS Supporting Associate status. Breaches of the Code will be considered by the COBIS Board and may result in suspension or termination of Supporting Associate status. All Supporting Associates accept that the COBIS Board is the final arbiter in matters pertaining to the Code.

5. REFERENCES

5.1. The Supporting Associate must provide COBIS with certain references required by COBIS upon application. COBIS reserves the right to check references at any time.
  5.1.1. The Supporting Associate may be declined in the event that a referee highlights an issue that could be in conflict with the Code.
  5.1.2. COBIS reserves the right to terminate the Supporting Associate's application at any time.

6. SUPPORTING ASSOCIATE BENEFITS

6.1. Supporting Associate benefits are detailed in the Supporting Associate handbook, which is circulated to all Supporting Associates when they are granted Supporting Associate status and upon renewal of their subscription each September.
6.2. Notwithstanding clause 6.1, COBIS reserves the right to change the Membership Network Benefits that apply to COBIS Supporting Associates at any time without providing prior notice to the User.

7. CONTACTING SCHOOL MEMBERS

7.1. The Supporting Associate acknowledges and agrees that it must not contact COBIS Member Schools using contact information which has been solely obtained from COBIS (i.e. this clause will not prohibit the Supporting Associates from contacting a School in the usual course of business where it has existing contact information for a School or where it has obtained publicly available contact information relating to a School).
7.2. The Supporting Associate must ensure that it maintains its own policies and procedures to ensure that it remains compliant with all applicable Data Protection Laws at all times. The Supporting Associate acknowledges that Supporting Associate status does not confer any rights to access or use COBIS Member School data or contact details without appropriate consent.
7.3. The Supporting Associate will indemnify and keep COBIS and its officers, employees, consultants, agents and sub-contractors indemnified, on demand, against all damages, fines, losses, costs, liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by COBIS arising out of or in connection with any claim or fine for the Supporting Associate's breach of this clause, or breach of the applicable Data Protection Laws.

8. RELINQUISHING SUPPORTING ASSOCIATE STATUS

8.1. If the Supporting Associate wishes to relinquish Supporting Associate status for any reason, it should give notice of its intention in writing to COBIS no later than 1 August in the current Supporting Associate year. No refund of annual Supporting Associate Subscription Fees will be offered to Supporting Associates that choose to relinquish the Supporting Associate status.

9. WITHDRAWAL OF SUPPORTING ASSOCIATE STATUS

9.1. Without limitation, COBIS reserves the right to suspend or terminate Supporting Associate status from a Supporting Associate for:
  9.1.1. non-payment of the Subscription Fees; or
  9.1.2. breach of the Code.
9.2. If the rights detailed in clause 9.1 above are exercised, no refund of the Subscription Fees will be payable in any circumstances.
9.3. In relation to any Supporting Associate which has its subscription suspended:
  9.3.1. no Membership Network Benefits will apply unless otherwise agreed by COBIS, at COBIS's sole discretion; and
  9.3.2. the Supporting Associate may request COBIS to provide guidance in relation to how the suspension can be revoked. The Supporting Associate can then follow the processes available to it and any reinstatement of subscription will be at COBIS's sole discretion.

PART F: DATA PROTECTION TERMS

SCHEDULE 17: DATA CONTROLLER TERMS

1. DEFINITIONS

1.1. In this Schedule 18, the following definitions apply:

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"**Data Discloser**" means a party that provides Personal Data relating to a Data Subject to the other party.
"**Data Receiver**" means a party that receives Personal Data from the Data Discloser.
"**Disclosed Personal Data**" means any Personal Data provided by the Data Discloser to the Data Receiver.
"**Purpose**" means the determination of the Processing of Personal Data for the provision of the applicable Services under this Agreement.

2. GENERAL OBLIGATIONS

2.1. The parties must ensure that in the performance of their obligations under the Agreement they will at all times comply with all applicable Data Protection Laws.

2.2. The parties acknowledge that where this Schedule 18 shall apply they will, pursuant to applicable Data Protection Laws, act as either:

2.2.1. independent data controllers; or

2.2.2. (in the event that the parties shall jointly determine the purpose and means of Processing) joint data controllers.

2.3. Each party warrants that if required by law, it has a valid registration with its national data protection authority which, by the time that the data sharing is expected to commence, covers the intended data sharing pursuant to the Agreement, unless an exemption applies.

2.4. The parties agree that the Disclosed Personal Data will be adequate and not irrelevant or excessive with regard to the Purpose.

2.5. Each party shall ensure that it processes Disclosed Personal Data on the basis of one or more of legal grounds available under applicable Data Protection Laws.

2.6. The Data Discloser shall, in respect of Disclosed Personal Data, ensure that its privacy notices are legally compliant, clear and provide sufficient information to the Data Subjects for them to understand what of their Personal Data the Data Discloser is sharing with the Data Receiver, the circumstances in which it will be shared, the purposes for the data sharing and either the identity of the Data Receiver or a description of the type of organisation that will receive the Personal Data. This includes giving notice that, on the termination of the relationship with the Data Subject, Personal Data relating to them may be retained by or, as the case may be, transferred to the Data Receiver, their successors and assignees.

2.7. The Data Receiver agrees to inform the Data Subjects, in accordance with applicable Data Protection Laws, of the purposes for which it will process their Personal Data and provide all of the information that it must provide, in accordance with applicable Data Protection Laws, to ensure that the Data Subjects understand how their Personal Data will be processed by the Data Receiver.

2.8. Upon disclosing any Disclosed Personal Data to the Data Receiver, the Data Discloser warrants that, to the best of its knowledge, the Disclosed Personal Data is accurate and up to date.

2.9. The parties will each designate (and notify the other party of) an individual within their organisations ("**Representative**") who will be responsible for:

2.9.1. working with the other party's Representative to reach an agreement with regards to any issues arising from the Disclosed Personal Data and to actively improve the effectiveness of the data sharing initiative; and

2.9.2. communicating all relevant information under this Schedule 18 to the applicable Data Subjects.

2.10. Each party warrants that for the duration of the Agreement that it will implement administrative, technical and physical safeguards sufficient to ensure the security and confidentiality, and protect against the unauthorised or accidental destruction, loss, alteration, use, or disclosure, of Disclosed Personal Data and other records and information of Data Subjects and to protect against anticipated threats or hazards to the integrity of such information and records. This may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

2.11. Upon the Data Discloser's request, the Data Receiver must promptly provide the Data Discloser with sufficient information to be able to ensure that the Data Receiver has taken the necessary security measures under clause 2.10.

3. DATA RECEIVER OBLIGATIONS

3.1. The Data Receiver acknowledges and agrees that where it Processes Disclosed Personal Data relating to Data Subjects under the Agreement it shall:

3.1.1. ensure that all Personal Data it receives, stores and collects is Processed in accordance with this Schedule 18 and the Purpose;

3.1.2. promptly carry out any written request from the Data Discloser requiring the Data Receiver to amend, transfer or delete the Personal Data or any part of the Personal Data;

3.1.3. maintain complete and accurate records of its Processing activities and provide these to the Data Discloser promptly upon request;

3.1.4. where required by Data Protection Laws, appoint a Data Protection Officer and provide their contact details to the Data Discloser;

3.1.5. not use the Personal Data in any manner other than for the Purpose;

3.1.6. not retain any Personal Data for any longer than is necessary for the Purpose;

3.1.7. not make any changes to its security measures that would increase the risk of unauthorised access to, use of, or disclosure of, the Personal Data;

3.1.8. ensure that:

3.1.8.1. its employees and agents will be required, as a condition of employment or retention, to protect all Personal Data in the Data Receiver's possession or otherwise acquired by or accessible to the Data Receiver;

3.1.8.2. its employees and agents who will be provided access to, or otherwise come into contact with, Personal Data, will receive appropriate training relating to the protection of Personal Data;

3.1.8.3. it will maintain appropriate access controls, including, but not limited to, limiting access to Personal Data to the minimum number of the Data Receiver's employees and agents who require such access for the Purpose; and

3.1.8.4. it will impose appropriate disciplinary measures for violations of its information security policies and procedures;

3.1.9. not disclose Personal Data unless it is authorised under this Schedule 18 and immediately notify the Data Discloser where it becomes aware that a disclosure of Personal Data may be required by law. The Data Discloser may, at its own expense, exercise such rights as it may have under law to prevent or limit such disclosure; and

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3.1.10. cooperate and liaise with the relevant supervisory authority for applicable Data Protection Laws (which is the Information Commissioners Office in the UK).

4. BREACH NOTIFICATION

4.1. The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Data Security breach in an expeditious and compliant manner.

4.2. Each party ("**Breached Party**") agrees to notify the other party whenever it reasonably believes that any Disclosed Personal Data, or information or other material that can be used to access Disclosed Personal Data, in any form or on any media, may have been accessed, acquired, modified, used, or disclosed by any unauthorised person, by any person in an unauthorised manner, or for an unauthorised purpose ("**Breach**").

4.3. The Breached Party shall provide this notice to the other party immediately, which in no event shall be longer than 24 hours after having reason to believe that a Breach may have occurred.

4.4. After providing such notice, the Breached Party will investigate the Breach, take all necessary steps to eliminate or contain the exposures that led to such Breach, and keep the other party advised of the status of such Breach and all matters related thereto. The Breached Party further agrees to provide all reasonable assistance requested by the other party in the furtherance of any investigation, correction, and/or remediation of any such Breach, including, but not limited to, providing any notification that the other party may determine appropriate to send to individuals impacted or potentially impacted and/or providing any credit monitoring or identity protection services that the other party deems appropriate to provide.

4.5. Unless otherwise required by Data Protection Laws, prior to giving notice to any regulatory authority, any individual, or any third party of any actual or potential Breach, the Breached Party will consult with the other party.

5. SUB-PROCESSING

5.1. The Data Receiver must take reasonable steps to select and retain sub-processors who maintain appropriate security measures to protect the Personal Data in a consistent manner to the Agreement and applicable Data Protection Laws.

5.2. Prior to disclosing any Disclosed Personal Data to any sub-processor, the Data Receiver must have in place with such third party a written agreement that includes obligations that are at least as broad in scope and as restrictive as those in this Schedule 18.

5.3. The Data Receiver will remain directly accountable and liable to the Data Discloser for the acts and omissions of any sub-processor at all times.

6. ASSISTANCE

6.1. It is acknowledged that either party may receive:

6.1.1. a subject access request (or purported subject access request);

6.1.2. a request to rectify, block, port or erase any Personal Data;

6.1.3. other requests, complaints or communications relating to either party's obligations under Data Protection Laws;

6.1.4. any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Agreement; or

6.1.5. a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by law.

6.2. The parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with any notice or request for information request under clause 6.1, including promptly providing the other party:

6.2.1. with full details and copies of the complaint, communication or request;

6.2.2. with such assistance as is reasonably requested by the other party to comply with a Data Subject access request within the relevant timescales set out in Data Protection Laws;

6.2.3. at its request, with any Personal Data it holds in relation to a Data Subject; and

6.2.4. with assistance as requested by the other party with respect to any request from the Information Commissioner's Office, or any consultation by the other party with the Information Commissioner's Office.

6.3. The party's Representatives are responsible for maintaining a record of any notices or requests for information under clause 6.1, the decisions made and any information that was exchanged. Records must include copies of the notice or request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.

6.4. Upon request, each party shall provide the other party with reasonably requested information within a reasonable timeframe to demonstrate its compliance with this Schedule 18.

7. DATA TRANSFERS

7.1. The Data Receiver agrees not to transmit any data or information to a country or territory outside the UK and/or European Economic Area unless it can ensure that the following conditions are fulfilled:

7.1.1. the Data Receiver has provided appropriate safeguards under Data Protection Laws in relation to the transfer;

7.1.2. Data Subjects have enforceable rights and effective legal remedies; and

7.1.3. the Data Receiver complies with its obligations under Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Data Discloser in meeting its obligations).

7.2. At the Data Discloser's request, the Data Receiver will enter into an agreement with the Data Discloser that incorporates the UK International Data Transfer Agreement, or any other similar conditions relating to other countries, to allow Personal Data to be transferred by the Data Discloser to the Data Receiver.

8. DATA AUDITS

8.1. Upon the Data Discloser's request, the Data Receiver will provide reasonable supporting documentation regarding its data safeguards as well as business continuity and recovery facilities, resources, plans, and procedures.

8.2. Upon reasonable notice to the Data Receiver, the Data Receiver will permit the Data Discloser, its auditors, designated audit representatives, and regulators, including data protection authorities, during normal business hours, to audit and inspect:

8.2.1. the Data Receiver's facilities where Personal Data is Processed;

8.2.2. any computerised systems used to Process Personal Data; and

8.2.3. the Data Receiver's security practices and procedures, data protection practices and procedures, and business continuity and recovery facilities, resources, plans, and procedures. The audit and inspection rights hereunder will be,

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at a minimum, for the purpose of verifying the Data Receiver's compliance with this clause 8 and applicable Data Protection Laws.

9. INDEMNITY

9.1. Each party ("**Indemnifying Party**") will on demand indemnify the other party in respect of any third party claims or fines for any type of liability, loss, damage, claims, fines, demands, actions, charges, costs (including legal fees) and expenses suffered or incurred by a party arising out of or in connection with:
  9.1.1. any Breach of Personal Data by the Indemnifying Party and/or its sub-processors; and
  9.1.2. any failure to adhere to the requirements of this Schedule 18 by the Indemnifying Party and/or its sub-processors.

9.2. The Indemnifying Party grants the indemnity in clause 9.1 above on the condition that the other party shall use all reasonable endeavours to mitigate the relevant losses, costs, liabilities and expenses and provided that:
  9.2.1. the other party notifies the Indemnifying Party promptly in writing of the receipt of any relevant claim;
  9.2.2. the other party gives the Indemnifying Party sole control of the defence or settlement of any claim; and
  9.2.3. the other party provides the Indemnifying Party with all reasonable cooperation in the defence or settlement of the claim.

9.3. This clause 9 shall survive termination of the Agreement howsoever caused.

9.4. Notwithstanding clause 7.3 of Schedule 1, a party's total liability under clause 9.1 shall be capped at £1 million in the aggregate of all claims.

10. DIRECT RESPONSIBILITIES

10.1. Nothing in this Schedule 18 shall relieve either party of its own direct responsibilities and liabilities under Data Protection Laws.

10.2. The Data Receiver acknowledges that it may be subject to investigative and corrective powers of supervisory authorities under Data Protection Laws. If the Data Receiver fails to meet its obligations under Data Protection Laws, then it may be subject to significant financial penalties and may have to pay compensation.

SCHEDULE 18: DATA PROCESSOR TERMS

1. GENERAL OBLIGATIONS

1.1. Each party will ensure that in the performance of its obligations under this Agreement it will at all times comply with all applicable Data Protection Laws.

1.2. The User must provide COBIS with a document setting out the (a) subject matter and duration of any processing to be undertaken by COBIS; (b) the nature and purpose of the processing; and (c) the type of Personal Data and the categories of Data Subject relevant to this Agreement.

1.3. The User acknowledges and agrees that it will be the Data Controller under this Agreement and that it will be responsible for adequately addressing the use of cookies and data protection obligations in its Terms & Conditions and policies.

1.4. As COBIS does not have any control over the User's data protection notices, policies and terms & conditions, the User will indemnify and keep COBIS and its Affiliates indemnified against all losses, costs, and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by COBIS arising out of or in connection with any claim in respect of:
  1.4.1. a breach of clause 1.1, 1.2 or 1.3;
  1.4.2. any liability arising whatsoever in respect of the cookies on, or the capture of Personal Data through, the User's website(s); and
  1.4.3. the consent of Data Subjects for the exportation of any Personal Data outside of the UK and/or European Economic Area by COBIS under clause 4 below.

2. DATA PROCESSOR

2.1. COBIS acknowledges and agrees that it will be the Data Processor under this Agreement and that it shall:
  2.1.1. keep all Personal Data it receives, stores and collects from the User strictly confidential (pursuant to clause 5 of Schedule 1 (Confidentiality), and not disclose any Personal Data to third parties;
  2.1.2. not use the Personal Data for any purpose other than to perform its obligations under this Agreement;
  2.1.3. ensure that all Personal Data it receives, stores and collects from the User is processed in accordance with this Agreement or as otherwise instructed in writing from time to time by the User and COBIS shall not process the Personal Data for any other purpose, unless required by law to which COBIS is subject, in which case COBIS shall to the extent permitted by law inform the User of that legal requirement prior to responding to the request;
  2.1.4. promptly carry out any written request requiring COBIS to amend, transfer or delete the Personal Data or any part of the Personal Data made by the User during this Agreement; and
  2.1.5. notify the User without undue delay or in any case within 48 hours upon COBIS or any sub-processor becoming aware of a breach affecting Personal data and at this time providing the User with all sufficient information required to meet any obligation to notify the relevant data protection authority or inform affected individuals under applicable Data Protection Laws.

3. ASSISTANCE

3.1. COBIS agrees to assist the User with all subject access requests which may be received from an end-customer in a prompt timeframe (at the User's cost) and ensure that appropriate technical and organisational measures are in place to enable the User to meet its obligations to those requesting access to Personal Data held by COBIS.

3.2. Upon request, COBIS shall provide you with reasonably requested information within a reasonable timeframe to demonstrate its compliance with this Schedule 19.

3.3. COBIS shall assist the User in relation to any data impact assessments and/or any prior consultation with the relevant data protection authority, provided that COBIS shall be entitled to charge a reasonable fee for such assistance.

4. DATA TRANSFERS

4.1. COBIS agrees not to transmit any Personal Data to a country or territory outside the UK and/or European Economic Area unless it has ensured that there are appropriate safeguards under Data Protection Laws in relation to the transfer.

4.2. At a party's request, the parties will enter into an agreement that incorporates the UK International Data Transfer Agreement, or any other similar conditions relating to other countries, to allow Personal Data to be transferred by the User to COBIS.

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5. RETURN OF DATA

5.1. Upon the termination or expiry of this Agreement for any reason, COBIS shall return all Personal Data to the User as requested by the User in writing, provided that this shall not prevent COBIS from retaining a copy to meet its legal or regulatory obligations.

6. SAFEGUARDS

6.1. Taking into account the state of the art, the costs of implementation, and the nature, scope, context and purpose of processing as well as the varying risks to rights and freedoms of natural persons, the parties warrant that for the duration of this Agreement they will implement administrative, technical and physical safeguards sufficient to ensure the security and confidentiality, and protect against the unauthorised or accidental destruction, loss, alteration, use, or disclosure, of Personal Data and other records and information of the end-customers or employees and to protect against anticipated threats or hazards to the integrity of such information and records.

PART G: BESPOKE TERMS

SCHEDULE 19: USER SPECIFIC TERMS

NO USER SPECIFIC TERMS APPLY.

EXECUTION PAGE

This Agreement has been executed by the duly authorised representatives of the parties on the Start Date (as determined by clause 1.1 of Schedule 1).

Signed by (name): ……)
for and on behalf of **COBIS**:) …..... Date: …….

Signed by (name): ……)
for and on behalf of the **USER**:) …..... Date: …….

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