



ICAEW Partner in Learning, Terms and Conditions

1. DEFINITIONS

In these Terms and Conditions ('these Terms and Conditions'), the following expressions have the following meanings:

- 1.1** 'Affiliate' – a party's parent undertaking or subsidiary undertaking or any other subsidiary undertaking of any such parent undertaking, where a 'parent undertaking' either holds a majority of the voting rights, or has the right to appoint or remove the majority of the directors, or otherwise has the right to exercise a dominant influence over a 'subsidiary undertaking';
- 1.2** 'Agreement' – the agreement between ICAEW and the Partner in Learning which incorporates these Terms and Conditions;
- 1.3** 'Application' – the application signed by an organisation (or individual in the case of a Freelance Tutor) for it to become an ICAEW Partner in Learning;
- 1.4** 'Commencement date' – the date specified by ICAEW as the start date for the Agreement;
- 1.5** 'Day' – a usual business day in the City of London;
- 1.6** 'Disclaimer' – the wording specified in Schedule 4;
- 1.7** 'Excluded sections' – those parts or sections of the ICAEW learning materials which ICAEW may notify to the Partner in Learning may not be reproduced or otherwise used, or may only be reproduced or used subject in certain conditions;
- 1.8** 'Freelance Tutor' – an individual who pursues opportunities to provide tuition to students via another ICAEW Partner in Learning or on a sole freelance tutor basis.
- 1.9** 'ICAEW' – The Institute of Chartered Accountants in England and Wales (incorporated by Royal Charter RC 000246) with its registered office at Chartered Accountants' Hall, Moorgate Place, London EC2R 6EA;
- 1.10** 'ICAEW learning materials' – those texts and materials made available by ICAEW to the Partner in Learning including but not limited to those materials set out in Schedule 5;
- 1.11** 'ICAEW Partner in Learning brand guidelines' – the Partner in Learning brand guidelines as made available by ICAEW from time to time;
- 1.12** 'Marks' – those logo(s) set out in Schedule 3;
- 1.13** 'Partner in Learning' – the organisation (or individual in case of a Freelance Tutor) entering into the Application;
- 1.14** 'Permitted print training materials' – those print materials described in Schedule 6 Part 2;
- 1.15** 'Permitted digital training materials' – those digital materials described in Schedule 6 Part 2;
- 1.16** 'Permitted Trademark uses' – those uses set out in the Schedule Part 1;
- 1.17** 'Permitted Copyright uses' – those uses set out in the Schedule Part 2;

- 1.18** 'PiL materials' – the Permitted print training materials and the Permitted digital training materials;
- 1.19** 'Principles' – the core principles set out in the Partner in Learning application, as updated by ICAEW from time to time;
- 1.20** 'Purposes' – the Permitted Copyright uses and the Permitted Trademark uses as the case may be;
- 1.21** 'Senior management' – the respective line manager of each party's contact person identified in the Application;
- 1.22** 'Student' – a student preparing for the Certificate, Professional or Advanced stages of ICAEW's ACA qualification, ICAEW CFAB or the Higher Apprenticeship in Professional Services;
- 1.23** 'Term' – a period of 12 months from the Commencement date, or any earlier date as advised in writing by ICAEW;
- 1.24** 'Territory' – the country or territory stated by the organisation in the Application and accepted by ICAEW;
- 1.25** 'VLE' – the virtual learning environment used by the Partner in Learning;
- 1.26** 'Writing' – email but not SMS or instant messaging;
- 1.27** 'Year' – a 12-month period starting on the Commencement date or an anniversary thereof, or any earlier date as advised in writing by ICAEW.

2. OBLIGATIONS

- 2.1** 'It is the Partner in Learning's responsibility to comply with all relevant third party regulations (e.g ESFA, IfA, Ofsted) if the Partner in Learning offers tuition to apprentices'.

3. TRADEMARK LICENCE

- 3.1** This Trademark Licence does not apply to Freelance Tutors working on a sole freelance basis.
- 3.2** Subject to the restriction set out in clause 3.1 ICAEW grants to a Partner in Learning who complies with:
- its obligations under these Terms and Conditions; and.
 - the Principles,
- a licence :
- 3.2.1** for the Marks
- 3.2.2** for the Permitted Trademark uses;
- 3.2.3** for the Term
- which is non-exclusive and royalty-free, and limited to the Territory for the purpose of offering courses to the public.
- 3.3** Nothing in these Terms and Conditions shall prevent or limit ICAEW or any person authorised by ICAEW from using the Marks in any manner and in relation to any goods or services.
- 3.4** The Partner in Learning must ensure that its use of the Marks complies at all times with the ICAEW Partner in Learning brand guidelines.
- 3.5** The Marks may only be applied or used in relation to the Permitted Trademark uses and in accordance with these Terms and Conditions and any authorised use of the same shall not entitle the Partner in Learning to use the same for any other product or service, on its website nor to promote its business or company more generally.

4. FREELANCE TUTOR LEGEND

4.1 A Freelance Tutor may use the following legend to demonstrate their participation in the ICAEW Partner in Learning Scheme;

'Recognised as an ICAEW Freelance Tutor as part of the Partner in Learning scheme, working with ICAEW in the development of students'

5. COPYRIGHT LICENCE

5.1 Subject to the Partner in Learning complying with:

- its obligations under these Terms and Conditions; and
- the Principles,

ICAEW hereby grants the Partner in Learning, a licence for:

5.1.1 the ICAEW learning materials;

5.1.2 the Permitted Copyright uses;

5.1.3 the Term,

which is non-exclusive and royalty-free, and limited to the Territory.

5.2 The licence granted in 5.1 above is limited to the ICAEW learning materials, as a literary work in raw text form, and does not extend to its or their typographical arrangement or layout, any related artwork or other embedded or accompanying ICAEW branding.

5.3 Nothing in these Terms and Conditions shall prevent or limit ICAEW or any person authorised by ICAEW from using the ICAEW learning materials in any manner and in relation to any goods or services.

5.4 The ICAEW learning materials may only be reproduced and communicated to Students within the specific PiL materials permitted under these Terms and Conditions and any authorised use of the same shall not entitle the Partner in Learning to copy, reproduce, incorporate, adapt, store, distribute, email or otherwise communicate to the public the same for any other product or service nor use the same otherwise than for the purpose of providing tuition to Students in the course of their preparing for any stage of the ACA, ICAEW CFAB or Higher Apprenticeship qualification, or related classroom study.

6. OWNERSHIP AND APPLICATION OF THE ICAEW INTELLECTUAL PROPERTY

6.1 The Partner in Learning shall only use the Marks [where applicable] and the ICAEW learning materials in accordance with these Terms and Conditions and only in the form and manner approved or specified by the ICAEW Partner in Learning brand guidelines or as ICAEW may, in its absolute discretion, direct the Partner in Learning from time to time.

6.2 The Partner in Learning acknowledges that ICAEW is the owner of the Marks and the ICAEW learning materials and agrees that the Partner in Learning will do nothing inconsistent with such ownership nor prejudice or endanger the value or validity of the Marks, and in particular the Partner in Learning shall:

6.2.1 only make use of the Marks for the Permitted Trademark uses;

6.2.3 only make use of the ICAEW learning materials for the Permitted Copyright uses;
and

6.2.3 not use the Marks in any way which would cause them to become generic, lose their distinctiveness, become liable to mislead the public, or be materially detrimental to or inconsistent with the good name, goodwill, reputation or image of ICAEW.

- 6.3 All goodwill and reputation generated in the Marks shall be generated on behalf of ICAEW and be for its benefit.
- 6.4 Nothing in these Terms and Conditions shall give the Partner in Learning any right, title or interest in or to the Marks and/or the ICAEW learning materials, other than the right to use them in accordance with these Terms and Conditions.
- 6.5 The Partner in Learning will not dispute or challenge the validity of the Marks or any related rights of ICAEW, either during the term of these Terms and Conditions or at any time thereafter.
- 6.6 The Partner in Learning must not apply for, or obtain registration of, any other trademark or certification mark which is identical or similar to the Marks for any goods or services in any part of the world.
- 6.7 The Partner in Learning acknowledges their responsibility for clearing any rights or obtaining any necessary licences for any third party material within their PiL materials. ICAEW responsibility in this respect is strictly limited to the content within the ICAEW learning materials.

7. DUTIES OF THE PARTNER IN LEARNING

- 7.1 The Partner in Learning shall not publish, distribute, print or sell any PiL materials or any new versions of the same, until approval of the use within them of the Marks and the ICAEW learning materials has been granted by ICAEW.
- 7.2 The Partner in Learning shall, within 30 days from the end of each 12-month term of the Agreement (and at any other time, on request by ICAEW), complete, verify as accurate and return to ICAEW an annual return regarding use of the Marks and the ICAEW learning materials over such period, and its intentions for the succeeding 12 months, in such form as ICAEW shall require.
- 7.3 The Partner in Learning must act, and must ensure that the Marks and the ICAEW learning materials shall be used, in good faith and shall not cause any harm or prejudice to the good name, goodwill, reputation or image of ICAEW.
- 7.4 The Partner in Learning shall, at its own expense:
 - 7.4.1 if requested by ICAEW, supply, in advance and at no cost to ICAEW, any relevant artwork, proofs or design drawings of any materials in respect of which the Partner in Learning proposes to use the Marks and/or the ICAEW learning materials. ICAEW will notify the Partner in Learning that the proposed use of them is approved or not approved, and if the latter what deficiencies must be corrected before approval will be granted. No PiL materials containing the Marks or ICAEW learning materials shall be used without ICAEW's prior written consent, and, following approval, the Partner in Learning shall, if requested, provide representative samples of the approved materials to ICAEW as soon as it is in a position to do so; and
 - 7.4.2 provide to ICAEW, promptly upon ICAEW's request, a written report in reasonable detail of any matter concerning the use of the Marks and/or the ICAEW learning materials as ICAEW shall in its absolute discretion specify.

8. VLE

- 8.1 The Partner in Learning undertakes to comply with the minimum standards laid down by ICAEW from time to time as regards security, login procedures and virus protection.
- 8.2 The Partner in Learning shall make available to ICAEW a login and password enabling access to the VLE.
- 8.3 ICAEW reserves the right to inspect the VLE and its running at any time including to carry out penetration testing and the VLE's resistance to denial of service attacks.
- 8.4 Access to any of the Permitted digital training materials and any other materials made available by ICAEW to the Partner in Learning pursuant to the Agreement via the VLE shall be restricted to Students.

9. ADVERTISING AND MARKETING

- 9.1 The Partner in Learning undertakes to ensure that all marketing materials or advertising will clearly state that the PiL materials are additional resource for Students and should not be treated as a substitute for the ICAEW learning materials and that all Students are expected to have purchased the same.
- 9.2 The Partner in Learning undertakes to ensure that all marketing materials, including any website and any VLE that include the Marks, or any part of the ICAEW learning materials, or promote the Permitted print training materials or the Permitted digital training materials shall be in good taste, shall comply with all relevant and applicable laws and regulations (including relevant marketing and advertising codes of conduct), shall not be blasphemous, libellous or obscene, and shall in no way reduce or diminish the good name, goodwill, reputation or image of any of the Marks or the reputation of ICAEW.

10. WARRANTIES

- 10.1 The Partner in Learning warrants and undertakes to ICAEW that:
 - 10.1.1 it is entitled to enter into and accept these Terms and Conditions; and
 - 10.1.2 it is not aware of any circumstances that may lead to it being unable to comply with the Principles.
- 10.2 ICAEW warrants and undertakes to the Partner in Learning that:
 - 10.2.1 ICAEW has the right to grant to the Partner in Learning the rights and licences in the Marks and the ICAEW learning materials; and
 - 10.2.2 to the best of its knowledge, the use of the Marks and the ICAEW learning materials for the Purposes does not infringe the rights of any third party.
- 10.3 ICAEW gives no warranty and makes no representation whatsoever as to the efficacy or usefulness of the Marks or the ICAEW learning materials to confer benefit on the business or other interests of the Partner in Learning, nor that any of its Trademark applications shall proceed to grant or that any resulting mark will be valid.

11. INDEMNITY

- 11.1 Subject to Clause 11.2, the Partner in Learning shall indemnify ICAEW against all claims, liabilities and expenses arising out of or connected with the Partner in Learning's activities, its contractual or tortious relationships with Students or their sponsoring

employers or from the Partner in Learning's failure to comply with any applicable laws and regulations.

11.2 The Partner in Learning shall give ICAEW prompt written notice of any infringement

Nothing in these Terms and Conditions shall operate so as to limit or exclude liability for death or personal injury caused by negligence or liability for fraudulent misrepresentation.

11.3

claim in respect of either the Marks or the ICAEW learning materials upon first becoming aware of the claim and:

9.2.1 the Partner in Learning shall grant ICAEW, in writing, exclusive control over the defence and settlement of the claim;

9.2.2 the Partner in Learning shall mitigate its losses; and

9.2.3 the Partner in Learning shall give ICAEW all reasonable assistance in the defence and/or settlement of the claim to the extent requested by ICAEW.

Nothing in these Terms and Conditions shall operate so as to limit or exclude liability for death or personal injury caused by negligence or liability for fraudulent misrepresentation.

11.4 Subject to Clause 11.3, nothing in these Terms and Conditions shall be construed or shall provide for ICAEW to be liable to the Partner in Learning in contract, tort, negligence, breach of statutory duty or otherwise (i) for any increased costs or expenses, or loss of profits, data, business, revenues, anticipated savings or goodwill or (ii) for any indirect or consequential damages of any nature.

11.5 The Partner in Learning agrees that it will have no remedy in respect of any untrue statement or representation made to it upon which it relied in entering into these Terms and Conditions and that its only remedy (whether in contract, negligence, breach of statutory duty or otherwise) can be for breach of contract under these Terms and Conditions (unless the statement was made fraudulently).

11.6 Neither party shall be liable for any delay or failure in performing its duties under these Terms and Conditions caused by any circumstances beyond its reasonable control.

12. TERM AND TERMINATION

12.1 The Agreement between the parties shall start on the Commencement date and shall continue for the Term unless and until terminated in accordance with this Clause 12.

12.2 Either party shall be entitled to terminate the Agreement immediately: (a) if the other party commits any material breach of these Terms and Conditions or the Agreement which is incapable of remedy, or if the breach is capable of remedy, fails to remedy that breach within 30 days written notice (and for the avoidance of doubt any breach of Clauses 5.2, 6.4 or 8.2 shall be material and incapable of remedy); or (b) if the other party has a winding up petition presented or enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction without insolvency) or makes an arrangement with its creditors or petitions for an administration order or has a receiver, administrator or manager appointed over any of its assets, or a court or arbiter with authority to so determine, determines that the debtor is unable to pay its debts or any other similar process in any relevant jurisdiction which has a similar or analogous effect.

12.3 If the Partner in Learning is, or if ICAEW has reasonable grounds to believe that the Partner in Learning is, in breach of its obligations pursuant to these Terms and Conditions or the Agreement, ICAEW may, notwithstanding any rights to claim damages or to terminate or otherwise, suspend immediately the rights granted to the Partner in Learning in relation to any or all of the Marks and/or the ICAEW learning materials.

13. EFFECT OF TERMINATION

- 13.1** Upon termination of these Terms and Conditions:
- 11.1.1 the licences granted under clauses 3 and 4 above cease;
 - 11.1.2 all rights granted to the Partner in Learning shall immediately revert to ICAEW;
 - 11.1.3 any outstanding sums payable by the Partner in Learning (if any) shall immediately become due and payable;
 - 11.1.4 the Partner in Learning must promptly return to ICAEW all property belonging to ICAEW, erase or destroy all copies of such items and provide written certification that it has done so;
 - 11.1.5 the Partner in Learning must, within 30 days, cease all use or communication to the public of any material, brochures, signage or other material bearing the Marks and remove all such use from any Partner in Learning website and their VLE;
 - 11.1.6 the Partner in Learning shall cease all sale, communication to the public or distribution of the Permitted digital training materials;
 - 11.1.7 save where ICAEW has notified the Partner in Learning that existing stocks of the Permitted print training materials may continue to be sold or distributed for a limited period (to be determined in ICAEW's absolute discretion), the Partner in Learning shall cease all printing, sale or distribution of the Permitted print training materials;
 - 11.1.8 the rights and duties which expressly or by implication are intended to continue in force on or after termination of these Terms and Conditions (including Clauses 15 and 17) shall survive and remain in full force and effect; and
 - 11.1.9 any rights of either party which arose on or before termination shall be unaffected.

14. CONFIDENTIAL INFORMATION

- 14.1** Each party shall keep in strict confidence, and use for the purpose of these Terms and Conditions only, all documents, information and materials disclosed to it by the other party or its Affiliates (the 'Disclosing party') which are of a confidential nature and any other confidential information concerning the Disclosing party's business, its products or its customers ('Confidential information') which the other party (the 'Receiving party') may obtain. Each party shall restrict disclosure of the other party's confidential material to such of its Affiliates, employees, consultants, agents, sub-contractors or regulators as need to know it for the purpose of performing the party's obligations under these Terms and Conditions, and shall ensure that they are subject to obligations of confidentiality corresponding to those which bind the parties in these Terms and Conditions.
- 14.2** Clause 14.1 shall not apply to any Confidential information which:
- 14.2.1 enters the public domain other than as a result of a breach of Clause 12.1;
 - 14.2.2 is lawfully received from a third party which is under no confidentiality obligation in respect of that information; or
 - 14.2.3 is independently developed by the Receiving party without use of the Disclosing party's Confidential information; or
 - 14.2.4 is already in the Receiving party's lawful possession prior to its disclosure by the Disclosing party or its Affiliates.

15. ASSIGNMENT AND SUB-CONTRACTING

- 15.1** The Agreement is personal to the Partner in Learning. The Partner in Learning shall not assign, sub-license or otherwise transfer it or any of its rights and duties under these Terms and Conditions or the Agreement without ICAEW's prior written consent.
- 15.2** ICAEW may sub-contract the performance of any of its duties under these Terms and Conditions.

16. RIGHTS OF THIRD PARTIES

- 16.1** The Agreement does not create any right enforceable by any person who is not a party.

17. VARIATION

- 17.1** No changes to the Agreement shall be valid unless made in writing and signed by the authorised representatives of both parties.
- 17.2** ICAEW may change the Principles at any time but ICAEW will give the Partner in Learning as much notice as practicable of any change.

18. GENERAL PROVISIONS

- 18.1** Publicity. ICAEW reserves the right to make a reference on its website and to notify any interested third party if the Agreement is terminated or suspended.
- 18.2** Remedy. The parties agree that any breach of the Partner in Learning's obligations may cause irreparable harm to ICAEW and ICAEW shall be entitled to injunctive relief without the necessity of proving damages or the inadequacy of money damages, posting any bond or other security in addition to all other legal or equitable remedies.
- 18.3** Disputes. Subject to Clause 18.2, any dispute arising under these Terms and Conditions or the Agreement should first be escalated to the contacts named in the Agreement. If the dispute remains unresolved for at least 14 days, it shall be referred to the senior management of each party who shall attempt resolution through negotiations. If the dispute remains unresolved for a further 14 days, either party may refer the dispute to the courts. This clause in no way affects the rights of ICAEW to exercise any remedy granted to it under these Terms and Conditions.
- 18.4** Relationship. Nothing in these Terms and Conditions (nor any use by either party of the word 'partner') shall render the Partner in Learning a partner within the meaning of the Partnership Act 1890 or an agent of ICAEW and the Partner in Learning shall not purport to undertake any obligation on ICAEW's behalf nor expose ICAEW to any liability nor pledge or purport to pledge ICAEW's credit.
- 18.5** Entire Agreement. The Agreement supersedes any prior contracts, arrangements and undertakings between the parties (whether written or oral) in relation to its subject matter and constitutes the entire contract between the parties relating to the subject matter. The description(s) in the Application (including benefits) are indicative only and may be subject to modification from time to time.

- 18.6** Severance. If any part of these Terms and Conditions is held unlawful or unenforceable, that part shall be struck out and the remainder of these Terms and Conditions shall remain in effect.
- 18.7** No waiver. No delay, neglect or forbearance by either party in enforcing its rights under these Terms and Conditions shall be a waiver of or prejudice those rights.
- 18.8** Notices. All notices (which include any invoices (if applicable) and correspondence) under these Terms and Conditions shall be in writing and shall be sent to the address of the recipient set out in the Application or to such other address as the recipient may have notified from time to time. Any notice may be delivered personally, by post, or by email and shall be deemed to have been served if by hand when delivered, by post by 10:00 GMT on the third day after posting, if by email, at 10:00 GMT on the next day following the date of dispatch.
- 18.9** In proving service by post it shall be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted and in proving service by email it shall be sufficient to prove that the notice was transmitted to the email address of the relevant party set out on the first page of the Agreement.

19. LAW AND JURISDICTION

- 19.1** The Agreement is governed by, and shall be construed in accordance with, the laws of England and each of the parties irrevocably submits to the non-exclusive jurisdiction of the English courts over any claim or matter arising under or in connection with these Terms and Conditions. The Partner in Learning waives any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

20. DATA PROTECTION

- 20.1** In the event that ICAEW share personal data with the Partner in Learning under this Agreement, both parties shall be considered separate controllers and Schedule 6 will apply.

SCHEDULE 1

Part 1: Trademark uses

Use of the Marks is strictly limited to the following:

- on the front cover of the Permitted print training materials;
- on the cover page of any Permitted digital training materials;
- on the Partner in Learning's website or within marketing collateral only to demonstrate that the organisation (or individual in the case of a Freelance Tutor) is a member of the PiL scheme and/or offers training towards a recognised ICAEW qualification.

In each case:

- with the appropriate disclaimer and/or descriptor wording as set out in Schedule 4;
- in accordance with the ICAEW Partner in Learning brand guidelines.

Part 2: Copyright uses

Reproduction of any parts of the ICAEW learning materials, other than Excluded Sections

- within print (hard copy) materials published in volume form by the Partner in Learning and/or within digital equivalents of the same made available by the Partner in Learning through any VLE in each case:
 - as supplemental to, and not a replacement for, the ICAEW learning materials and in a way that does not compete with the ICAEW learning materials;
 - in the English language;
 - highlighted by the use of italics, footnotes or other means to show evidently that the copyright owner of the same is ICAEW;
 - with a title on the cover and on the frontispiece clearly indicating that the material relates specifically to training for the 'ACA', ICAEW CFAB or the Higher Apprenticeship in Professional Services and also the calendar year(s) for which the materials relate and are and will be current;
 - clearly directed at students of ICAEW's ACA, ICAEW CFAB or the Higher Apprenticeship in Professional Services qualification as a supplemental resource only;
 - with no reference on its face to other accountancy or business qualifications or institutes;
 - with the Marks used in accordance with the Trademark licence;
 - with the disclaimer and descriptor wording set out in Schedule 4;
 - and each use of the Marks depicted in accordance with the ICAEW Partner in Learning brand guidelines.

SCHEDULE 2

Marks

ACA

EU Trademark number: 005413174

Registration date: 5 June 2010

Classes of registration 9, 16, 41

ICAEW CFAB

EU Trademark number 011369279

Registration date: 14 May 2013

Classes of registration 9,16,35,36,41,42,45



EU Trademark No. 005431762 Economia
Logo Incorporating ICAEW Date of
application: 10 January 2007 Application
number: UK00003205851 Classes: 9,
16, 35, 36, 41, 42, 43 and 45

SCHEDULE 3

1. Descriptor wording

Wording to be used in conjunction with the Partner in Learning logo (not applicable to Freelance Tutors):

Recognised as an ICAEW Partner in Learning, working with ICAEW in the professional development of students

Legend to be used by Freelance Tutors

'Recognised as an ICAEW Freelance Tutor as part of the Partner in Learning scheme, working with ICAEW in the development of students'

2. Disclaimer wording

Additional wording to be clearly visible within all PiL materials:

ICAEW takes no responsibility for the content of any supplemental training materials supplied by the Partner in Learning.

The Partner In Learning Logo, ACA and ICAEW CFAB are all registered trademarks of ICAEW and are used under licence by [PIL Name]

Further wording to be used when you are incorporating the ICAEW learning materials into your PiL materials in part or whole:

ICAEW learning materials © ICAEW 2016

All rights reserved. Reproduced by [insert PIL name] with the permission of ICAEW.

IFRS Foundation wording to be used when you are incorporating the ICAEW learning materials into your PiL materials in part or whole:

Please note this wording only covers the IFRS and IASB content within the ICAEW learning materials. In accordance with clause 4.7 you must to seek a separate permission directly from the IFRS Foundation if you wish to reference or use IFRS materials within your own PiL materials.

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The International Accounting Standards Board (IASB)
30 Cannon Street, London, EC4M 6XH, UK.
E: info@ifrs.org W: www.ifrs.org

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SCHEDULE 4

- ICAEW CFAB/Higher Apprenticeships/ACA Certificate Level: study manual and question bank
- ACA Professional Level: study manual and question bank
- ACA Advanced Level: study manual and question bank
- ACA Case Study: manual, workbook x 2, exam papers x 2, Advance information x 2, marking grid x 2, past paper walkthrough
- All online resources in tutor and student areas
- All mock exams

Excluded sections

- Webinars
- *Vital* magazine articles
- Online bookkeeping program
- Anything notified to a Partner in Learning as excluded from time to time

SCHEDULE 5

Permitted print training materials

Any supplemental training materials produced in hard copy by the Partner in Learning for the purpose of providing tuition and support to students in the course of their preparation for any stage of the ACA, ICAEW CFAB or Higher Apprenticeship qualification.

Permitted digital training materials

Any supplemental training materials delivered to students in a digital format or made available to students via a VLE or other digital means for the purpose of providing tuition and support to students in the course of their preparation for any stage of the ACA, ICAEW CFAB or Higher Apprenticeship qualification.

SCHEDULE 6

Separate Controller Clauses

Controller, Personal Data, processor and Supervisory Authority	shall have the respective meanings given to them in applicable Data Protection Legislation from time to time (and related expressions, including process, processing, processed, and processes shall be construed accordingly).
Data Protection Legislation	means all applicable data protection and privacy legislation, regulations and guidance including the Privacy and Electronic Communications (EC Directive) Regulations and any guidance or codes of practice issued by the European Data Protection Board or the Information Commissioner from time to time, together with Regulation (EU) 2016/679 ("GDPR") and the Data Protection Act 2018 (in each case, all as amended, updated or re-enacted from time to time).

Each party agrees that in performing their obligations under the Agreement, they shall comply with the provisions of all applicable Data Protection Legislation to the extent it applies to them.

The parties shall be separate Controllers of any Personal Data obtained from each party for the purpose of the Agreement.

Each party shall process the Personal Data only in accordance with the Data Protection Legislation, and shall not process the Personal Data for any purposes other than those as may be expressly authorised from time to time.

Each party will ensure that the Personal Data is only released to authorised individuals who are trained in data protection and have committed themselves to confidentiality.

Each party shall ensure that they shall have in place appropriate technical and organisational measures to protect the Personal Data provided against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the Personal Data to be protected.

Each party shall implement appropriate records keeping practices, making such records available to other party or a Supervisory Authority on request.

The Personal Data shall not be transferred in any form or by any means to a country outside the United Kingdom or European Economic Area.