



# NOPS Standard Terms and Conditions

**Operative**

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## SMART AWARDS LIMITED

1. Smart Awards Limited incorporated and registered in England and Wales with company number 09079735 whose registered office is at Carleton House, 266-268 Stratford Road, Shirley, Solihull, West Midlands, United Kingdom, B90 3AD. (SA).

## THE TERMS AND CONDITIONS

2. These terms and conditions define the requirements for Operatives / Individuals registering on the Network Operative Passport Scheme.

## INTRODUCTION AND LIMITATIONS

3. The Network Operative Passport Scheme (NOPS) provides independent recognition of the Accreditations or Qualifications held by Operatives working in the Telecommunications and other Utility industries.
4. The NOPS is a method of regulating and ensuring the Operative has achieved standards in their occupational training and related Health and Safety standards to carry out work in the Service / Communication Providers network safely and to the agreed quality and safety standards.
5. The NOPS is managed and administered by Smart Awards Ltd who work with Industry including Service/Communications Providers to agree and set standards to meet continuous improvement in quality and to ensure safety standards are taught and accredited in line with any legislative.
6. The NOPS also operates an endorsement and revocation process as agreed by industry and defined in the Endorsement and Revocation Scheme Rules.
7. These Terms and Conditions only apply to the NOPS.

## INTERPRETATION

8. In these terms and conditions, the following words have the following meanings:
9. Network Operative Passport Scheme (NOPS) is a database record of the Operative identity and their accreditations, qualifications, and their job roles. Operatives and Individuals share their personal data including status of accreditations and/or qualifications attained with other organisations.
10. Network Operatives Passport Scheme Card (NOPS Card) is a physical card, provided by Smart Awards Limited, which is an Identity Card with a passport type photo identifying the Operative and their name that contains a QR code. The operative can scan the QR code on their NOPS card to show their competencies to those that the operative may wish to share this information.
  - **Smart Awards Limited** is the organisation that manages and administers the NOPS on behalf of industry.
  - **Operative** is the individual who is registered with the NOPS whose details are held on the NOPS Database.

- **Organisation** is an entity that the operative has shared the data with, and they have secure online access to the Operative data.
- **Employer** is the organisation who is responsible for the day to day management of the work activities performed by the operative. This is the organisation who operatives work through when executing work on behalf of the prime contractor or the Utility Service / Communication Provider.
- **Sponsor** is the prime contracting organisation that the Operative represents as working on behalf in meeting the main client's requirements. The sponsor may also be the ultimate client and in the Telecommunications Industry, this may be the Service / Communications Provider.
- **Service/Communications Provider (CP)** is the client, network infrastructure owner, communication provider or other a utility.
- **Centre** is a training organisation or an Awarding Body who are recognised by Smart Awards Limited to provide the necessary accreditations and/or qualifications to be registered on the NOPS database.
- **Assessor** is a person approved to can carry out assessment of the Operative and verifies that the Operative meets the standard set by the relevant standards setting organisation
- **Accreditations** are Certified training recognised by Smart Awards.

## SERVICES

11. Services offered by Smart Awards Ltd to Operatives as part of the NOPS included:

Service	Description
Operative registration and NOPS Card	ID card that provides validation of an Operative's accreditation and/or qualifications. Card data is accessed via a QR code reader.
Replacement of Loss or damaged NOPS Cards	Replacement card
Accreditation / Qualification Upload to NOPS Card	Service to upload accreditations and/or Qualifications to be stored on NOPS card.

## CARD REGISTRATION

12. By registering for a NOPS cards and uploading any accreditations and/or qualifications the Operative:

- Confirms that the information provided is true, correct and accurate in all respects.
- Agrees to comply with all applicable rules relating to Smart Awards Ltd cards as laid out in these terms and conditions which may be amended from time to time in consultation with the NOPS Industry Board.
- Understands and agrees that all or part of the information supplied will or may be used by Smart Awards Ltd for the purposes of administering the NOPS. This shall include sharing personal information with the sponsor, employer, awarding body, centre/s and any other organisation the Operative approves. This also authorised Smart Awards Ltd to enter data onto a secure database accessible via a website. To the extent that any part of the information supplied constitutes personal data within the meaning of the Data Protection Act 2018, and the General Data Protection Regulations (GDPR).
- To comply with GDPR, Smart Awards Ltd will require the NOPS card holder to acknowledge their agreement for their personal data to be used for the sole purpose of the scheme.

- By signing up to the NOPS the Operative is agreeing to the terms and conditions of the scheme which gives permission for sponsors, employers or other organisation as agreed by the Operative holding the NOPS scheme to view their personal data held within the card scheme.
- By signing up to the NOPS the Operative agrees to comply with the endorsement and revocation rules set by the NOPS industry Board. A record of an endorsement or revocation may be logged on an Operative 's record held within the NOPS.
- Notifies Smart Awards Ltd of any changes to the information supplied by you (including but not limited to your name(s) or home address) as soon as it occurs.
- Understands that the card remains the exclusive property of Smart Awards Ltd.
- Understands that Smart Awards Ltd reserves the right to withdraw a card for any misuse or breach of the NOPS terms and conditions.
- Understands that a formal appeal process is in place to enable the NOPS holder to contest any grievances relating to the scheme. Any grievances related to accreditations or qualifications shall be referred to the awarding body or the standards owner. Smart Awards Ltd has a separate appeals process for endorsements and revocations which are detailed in the endorsement and revocation scheme rules and Smart Awards Ltd appeals policy.

## CARD VALIDITY

13. The card is valid from the date of issue and will be for a maximum of 5 years. However, accreditations are valid in line with the accreditation/modules from date of issue. Qualifications are valid for the period stipulated by the awarding body.

## SERVICE LEVEL AGREEMENT (SLA)

14. Smart Awards Ltd agrees to:

- Maintain high standards of personal behaviour, integrity, courtesy, and respect for others.
- Deliver services as agreed and meet the needs of the industry through the NOPS Industry Board.
- Notify applicants of progress for their application/registration/accreditations by sending a confirmation email within the time period notified on the autoreply email you receive from us when you submit your application or registration.
- Process application/registration/accreditations within 10 days of receiving valid and accurate verifiable accreditations and other information.
- Work with Industry to administer the NOPS process and regulate the schemes standards in line with consultation with the NOPS Industry Board.
- Keep the content of the NOPS current, relevant and inclusive.
- Work with industry to ensure that quality of the scheme is met and is maintained.
- Provide reasonable support and guidance relating to the NOPS.
- Provide information on how to make a complaint or appeal.
- Monitor our service ensuring that targets are met.
- Promise to use the data only in accordance with the scheme terms and conditions, and to take appropriate measures to keep the data secured.
- Not disclose information that would breach a duty of confidentiality or any other legal duty.

## OPERATIVE OBLIGATIONS

- Provide true and accurate records related to Operative accreditation and qualifications.
- Provide details of the centre/training provider which carried out the accreditation.
- Provide details of the assessor who carried out the assessment or reassessment.
- Give access to Smart Awards Ltd to validate the assessment process and facilities if required.
- Cooperate with Smart Awards Ltd in investigating any complaints or appeals.
- Not to mislead internal or external stakeholders by agreeing to share your information by misrepresenting your role and relationship to gain a competitive advantage or to exploit your personal information.
- Not to use Smart Awards Limited Network Operative Passport Scheme (NOPS) logos or signs to promote or advertise any products or services without prior written consent from Smart Awards Limited.
- Not to solicitate or poach using information held on the NOPS database.
- To abide by these terms and conditions and the NOPS policies.

## CONDITIONS FOR ONLINE SERVICES

15. Smart Awards Ltd make certain online services available to its authorised users of NOPS through its website. Users shall not use the website or any of the online services to undertake any act that breaches or may breach any applicable law, is fraudulent, defamatory, discriminatory, obscene, offensive, hateful or harassing, harms or attempts to harm any person, or transmits a virus or other software or code designed to adversely affect the operation of computer software or hardware. Smart Awards Ltd reserves the right to terminate and/or change the online services at any time on notice to an applicant and or Individual to protect the nature of data held.
16. All online user access utilises dual authentication every time the system is accessed and will log the user out if not actively used for a period. Access is strictly subject to following terms:
  - Users must not share their login details with anyone one else.
  - Users must always log out if they are not using the system
  - Users must comply with the requirements of with Data Protection Act 2018, and the General Data Protection Regulations (GDPR) for handling data.
  - Data must only be shared securely with those authorised to do so.
  - Any data to be shared, between organisations authorised by the individual must be shared securely in compliance with GDPR and the Data Protection Act 2018..
  - Users agree to inform Smart Awards Limited of any risk to NOPS data, any act that breaches or may breach any applicable law, is fraudulent, defamatory, discriminatory, obscene, offensive, hateful or harassing, harms or attempts to harm any person, or transmits a virus or other software or code designed to adversely affect the operation of the NOPS and all related data.

## VARIATIONS

17. Smart Awards Ltd shall agree via the NOPS Industry Board any amendments, additions or variations to the NOPS or the products/service that are reasonably considered by Smart Awards Ltd to be appropriate or necessary for the future provision or improvement of the Scheme or the products/services. Any costs associated with such variances shall be discussed with the NOPS

Industry Board to enable a fair and reasonable benchmark for such variation. This does not preclude the rights of the NOPS Industry Board to recommend alternative products and services that may be used.

## PRICE

18. Unless otherwise agreed by Smart Awards Ltd in writing, the price for the products/services shall be the price set out in Smart Awards Ltd tariff. Smart Awards Ltd shall provide a 3 Month notice of any change in tariff and shall provide reasonable details for such a change. Failure to agree the variations does not preclude the right of the NOPS Industry Board to seek alternative provider for that service or part of that service.

## ACCURACY OF INFORMATION

19. The Operative shall inform Smart Awards Ltd of any mistakes in information within a reasonable time.
20. Mistakes in information owned or controlled by the Operative or in any information generated by the Operative shall be the Operative responsibility to remedy at its cost whether such information has been approved by Smart Awards Ltd or not.
21. Where information is supplied to Smart Awards Ltd by the 'Operative' and is found to have inaccuracies (for example information to generate the card or certificate) the Operative undertakes that it shall pay Smart Awards Ltd any associated administration costs and the price of any replacement cards or certificates that need to be corrected and replaced.
22. Where mistakes in information have been found to be fault of Smart Awards Ltd, any cost of regenerating the NOPS card or certificate shall be at the cost of Smart Awards Ltd.

## PAYMENT AND PRICING

- Payment of the price of the products/services is due on prior to verification of accreditations.
- No payment shall be deemed to have been made until Smart Awards Ltd has received cleared funds.
- If the applicant wishes to dispute fees, they must do so in writing within seven days of the date of payment.
- Smart Awards Ltd reserves the right to refuse an order from an employer who is paying for cards on behalf on an Operative if the employer has exceeded any agreed credit limit, or if the performance of such order would cause the applicant to exceed the agreed credit limit.
- Non receipt of cards must be notified at the earliest opportunity and no later then 30 days from payment date.
- Where VAT is payable the applicant must pay such additional amounts in respect of VAT, at the applicable rate.

## LIMITATION OF LIABILITY

- Smart Awards Ltd does not accept any liability arising as a result of the inaccuracy of information supplied by the Operative or the omission of relevant information by the Operative

- Smart Awards Ltd will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delays caused by the Operative
- Limit of liability shall not exceed 125% of the registration value for either party.

## FORCE MAJEURE

23. Neither party shall be liable to the other party for any delay in the performance of registration directly caused by any event beyond its reasonable control ("the Delay Period") provided such party shall have first given the other party written notice within seven days after becoming aware that such delay was likely to occur. If Smart Awards Ltd is so delayed and the Delay Period exceeds 60 days, the Operative shall have the option by written notice to the Smart Awards Ltd to terminate the registration immediately in whole or in part and have no liability for the whole or part so terminated. This provision of this Condition shall not affect any right to terminate the Contract under the Condition headed "Termination"

## CANCELLATION

24. Amendments or cancellations may be made by either party in writing no later than 3 working days from the date the registration was received by Smart Awards Ltd. Amendments may be subject to an administration charge. All approved applications/card registrations are non-refundable and non-transferable

## SUSPENSION

25. Smart Awards Ltd may at any time on the giving of reasonable notice (taking into account the reason for the suspension) suspend the Network Operative Passport Card, products/services, or part thereof, in any of the following circumstances:

- If the applicant breaches any of these terms and conditions
- If the quality of the products/services or the operation of the card scheme is impaired or otherwise adversely affected by any act or omission of the applicant
- A technical failure or matters outside the direct control of Smart Awards Ltd which prevents Smart Awards Ltd from performing its obligations
- To enable improvements or modifications to be carried out to the scheme as agreed by the NOPS Industry Board.
- If payment in full is not received within the agreed time scales. Further charges may be levied to reactivate a card.
- Temporarily suspend or restrict the products/services if the further use of the products/ services would cause or increase a quality and safety issue to the Operative or the network.

## APPEALS

26. Card applications are processed based on the verifiable evidence that an Operative provides. If the Operative believes that the registration has been issued incorrectly and wishes to appeal the decision, they can do so by providing written representation against the decision made by Smart Awards Ltd within 30 calendar days of the date of the notification of the decision.



## GDPR DATA PROTECTION

- Comply with data protection legislation maintaining the strict confidentiality of personal information.
- Where Smart Awards Ltd receives any personal data (as defined by the Data Protection Act 2018 and the General Data Protection Regulations (GDPR)) it shall ensure that it fully compliant with the provisions of the Act and Regulations and only deals with the data to fulfil its obligations
- Smart Awards Ltd shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of data and information.
- In the event of termination of this Agreement Smart Awards Ltd will archive all information and data provided by applicant and all copies of any part of the information and data provided by the applicant from Smart Awards Ltd systems and magnetic data.
- The individual has the right for data portability, withdrawing consent must be in writing and erasure of data in line with Smart Awards Ltd GDPR policies.
- Smart Awards Ltd agrees to comply and have adequate measures in place to ensure that its staff comply at all times with the provisions and obligations contained in (as amended from time to time): The Data Protection Act 2018; The General Data Protection Regulations (GDPR)
- All personal data acquired by Smart Awards Ltd shall only be used for the purposes of these terms and conditions and shall not be further processed or disclosed without the explicated consent of the Operative whose data is held by Smart Awards Ltd.

## CONFIDENTIALITY

- Smart Awards Ltd hereby agrees to hold and treat all Confidential Information provided to it in connection with the offering of Smart Awards Ltd products/services and will implement and maintain safeguards to further assure the confidentiality of such Confidential Information. Such Confidential Information will not, without the prior written consent of the applicant, be disclosed or used by Smart Awards Ltd or by its subsidiaries, affiliates, or other applicant.
- Smart Awards Ltd shall not transfer information to a country or territory outside of the United Kingdom unless that country or territory ensures an adequate level of protection for the rights and freedoms of Individuals/Service Users in relation to the processing of personal information.
- Information and records relating to products/service users will be stored securely and will only be accessible to authorised staff. Information will be stored for only as long as it is needed or required statute and will be disposed of appropriately.
- Disclosure - We may need to share data with other agencies such as funding bodies and other agencies or stakeholders. The applicant will be made aware in most circumstances how and with whom their information will be shared.
- Expired accreditations and where the NOPS card is no longer in service, Smart awards Ltd policy after expiry / or non-use is 3 years. All data shall be deleted after this period.
- Either party that has during the course of the Contract received Information in a recorded form from the other party recorded received Information shall return or destroy such records upon:
  - expiry or termination of the Contract; or
  - upon earlier request unless such records are part of the Services or where it is a legal or statutory requirement to be retained. This Condition shall survive the Contract

## LAW AND JURISDICTION

27. These terms and conditions shall be governed by English Law.

## TERMINATION

28. If the either party commits a material breach or persistent breaches of the registration and in the case of a breach which is capable of remedy, fails to remedy the breach within 14 days of written notice from either party to do so then either party shall have the right:

- terminate the whole or any part of the registration to be performed; and
- recover any outstanding sums owed or paid by either party.

## REVIEW OF THIS POLICY

29. This policy is reviewed and revised annually in response to feedback, changes in legislation and guidance from industry.