



NOPS Standard Terms and Conditions

Organisations

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SMART AWARDS LIMITED

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

THE TERMS AND CONDITIONS

2. These terms and conditions define the requirements for organisations accessing individual's personal data on the Network Operative Passport Scheme (NOPS), where given permission by the individual, and the mandatory requirements for adherence to Smart Awards Limited Policies.

INTRODUCTION AND LIMITATIONS

3. The Network Operative Passport Scheme (NOPS) provides independent recognition of the Accreditations or Qualifications held by an individual working in the Telecommunications and other Utility industries. The NOPS is a method of ensuring the individual 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.
4. The NOPS is managed and administered by Smart Awards Limited who work with industry including Service/Communications Providers to agree and set standards to meet continuous improvement in quality and safety standards.
5. This NOPS holds individual's personal data with the individuals consent to be shared with employers and other contracting organisations. The NOPS complies with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018, allowing individuals registered on the scheme to share their personal data including their competencies with organisations, such as employers and other contracting bodies.
6. The individual has direct access to the NOPS to make changes to their personal data sharing and to make changes regarding with whom they wish to share their data, if any, in accordance with the General Data Protection Regulation (GDPR).
7. The NOPS also provides a facility for employers and organisations to record endorsements or revocations, as agreed by the individual. This is detailed in the endorsement and revocation process as agreed by industry and defined in the Endorsement and Revocation Scheme Rules.
8. These terms and conditions only apply to the NOPS. Any products or services provided by Smart Awards Limited outside the NOPS shall be subject to separate agreement/terms and conditions.

DEFINITIONS

9. In these terms and conditions, the following words or references have the following meanings:
 - **Network Operative Passport Scheme (NOPS)** is a database record of individual identities along with their accreditations, qualifications, and their job roles. Individuals share their personal data including status of accreditations and/or qualifications attained with other organisations.

- **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 individual, their name and contains a QR code. This card is held by the individual and allows the individual to scan the QR code on their NOPS card to share information. The individual consents to whom they share their data with.
- **Smart Awards Limited** is the organisation that manages and administers the NOPS on behalf of industry.
- **Individual** is a person who is registered with the NOPS whose details are held on the NOPS database and holds a NOPS card.
- **Organisation** is an employer, contracting party, the prime contractor for the works, the service provider or any legal entity that the individual has shared the data with, and they have secure online access to the individuals data.
- **Industry** is a prime contractor, service provider or employer representing the telecommunications industry as an advisory organisation on NOPS Industry Board.
- **NOPS Industry Board** are representatives of industry whom Smart Awards Limited consult with in administering the NOPS.
- **Employer** is the organisation who is responsible for the day to day management of the work activities performed by the individuals. This is the organisation who the individual 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 Individual represents as working on behalf in meeting the prime contractor (main client's) requirements. The sponsor may also be the ultimate client and, this may be the service / communications provider.
- **Service/Communications Provider (CP)** is the client, network infrastructure owner, communication provider, or another 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 individual and verifies that the individual meets the standard set by the relevant standards setting organisation
- **Accreditations** are certified training recognised by Smart Awards Limited.

SERVICES

10. The following services are provided to those organisations approved and registered on the NOPS by Smart Awards Limited.

Service	Description
Registration of organisations individuals to the Network Operative Passport Scheme	Organisations may direct individuals to register on the NOPS. It is the sole responsibility of the individuals to define the organisations that they wish to share their personal data with. This includes the employer.
Bulk upload of registrations	Where an organisation has multiple to register, the organisation can provide Smart Awards Limited with a bulk upload, subject to permissions from the

	<p>individuals, to enable rapid registration. However, each individual will need to agree the NOPS terms and conditions and will also need to create a secure login account to enable them to manage and authorise their own data sharing options.</p>
Issue of NOPS cards / replacement of loss or damaged NOPS cards	<p>The NOPS card shall be provided by Smart Awards Limited on completion and payment of registration fee. Replacement card can be ordered from Smart Awards Limited for an additional cost.</p>
Accreditation/qualification upload to NOPS card	<p>It is the responsibility of the individual to ensure that the relevant accreditations / qualifications are uploaded to the NOPS database.</p> <p>Individuals must ensure that when uploading supporting evidence to the NOPS portal that the quality of data meets the NOPS data requirements and is accurate and correct. Incomplete or poor quality of data may result in delays to verify individual accounts.</p> <p>Individuals may give permission to other organisations to upload this information to the NOPS database via a secure portal provided by Smart Awards Limited.</p>
Access to individual's information	<p>Organisations authorised by the individual will be provided with a secure login to access individuals personal data including accreditation, qualifications, and Job roles.</p>
Online Individuals data	<p>Individuals personal data is provided to those organisations the individual has given explicit permission to share their data. Data is provided in good faith and reflects the data uploaded by the individual or their authorised representative. Smart Awards Limited cannot guarantee the accuracy or the extent of data held on the NOPS database. It is the responsibility of the individual to ensure all their data is up to date and accurate.</p> <p>It is the responsibility of the organisation accessing personal data to do so in compliance with GDPR.</p>

ORGANISATIONS REGISTERING INDIVIDUALS

11. By registering individuals for a NOPS card and uploading any accreditations and/or qualifications the organisation:

- Confirms that the information provided is true, correct and accurate in all respects.
- Agrees to provide true and accurate records related to individual's accreditation and qualifications.
- Agrees to provide details of the centre/training provider which carried out the accreditation where applicable
- Agrees to provide the details of the assessor who carried out the assessment or reassessment, where applicable.
- Agrees to assist Smart Awards Limited to validate the accuracy and validity of the NOPS data relating to the individual's information provided.
- Agrees to cooperate with Smart Awards Limited in investigating any complaints or appeals.
- Agrees to create bulk uploads in the correct format as defined by Smart Awards Limited.
- Agrees to comply with all applicable rules relating to Smart Awards Limited NOPS Cards as laid out in these terms and conditions and policies related to the NOPS, which may be amended from time to time.
- Understands and agrees that all or part of the information supplied will or may be used by Smart Awards Limited for the purposes of administering the NOPS.
- Authorises Smart Awards Limited to enter data onto a secure database accessible via a website.
- Understands that any information supplied constitutes personal data within the meaning of the Data Protection Act 2018, and the General Data Protection Regulations (GDPR) and hence needs to comply with this legislation
- The organisation understands it is their responsibility to obtain permission from the individual and the individual understands that their personal data is to be used for the NOPS.
- Understands that the Individual is required to create and verify their own online account to enable full control and management of their own data including sharing of such data.
- Agrees to ensure that individual is aware that they are required to agree to the terms and conditions of the NOPS which gives permission for sponsors, employers or other organisation as agreed by the individual registered on the NOPS to access their personal data held within the NOPS card scheme.
- Agrees to ensure that the individual is aware they are required to agree and to comply with the endorsement and revocation rules set by the NOPS Industry Board. A record of an endorsement or revocation may be logged by the employer or organisation on an individual's record held within the NOPS.
- Agrees to notify Smart Awards Limited of any changes to the information supplied (including but not limited the name(s) or home address) as soon as it occurs.
- Understands that the NOPS card remains the exclusive property of Smart Awards Limited.
- Understands that Smart Awards Limited reserves the right to withdraw a NOPS card for any misuse or breach of the NOPS terms and conditions.
- Agrees to ensure that the individual 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 relevant Awarding Body or the Standards Owner. Smart Awards Limited has a separate appeal process for endorsements and revocations which is detailed in the endorsement and revocation scheme rules and Smart Awards Limited appeals policy.

VALIDITY PERIODS

12. The NOPS card / registration 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 or refresher training periods stipulated by the standards owner.

SMART AWARDS LIMITED OBLIGATIONS

13. Smart Awards Limited 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 of validation and confirmation of payment of registration.
- Aim to 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 Smart Awards Limited policies.
- 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.
- 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.
- Comply with the Data Protection Act 2018, and the General Data Protection Regulations (GDPR).
- Ensure that the personal details of all those registered on the NOPS is only used for its intended purpose being a competency and job role register.

ORGANISATION OBLIGATIONS ACCESSING NOPS DATA

Organisations are obliged to:

- Only use the NOPS data for the purposes of registering accreditations and qualification.
- Not use the data for marketing or recruitment purposes.
- Not to mislead individuals to join the NOPS by giving individuals incentives to use their personal information
- Not to mislead individuals to share information by misrepresenting the organisations role and relationship with the individual to gain a competitive advantage or to exploit their 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.

Further obligations on the organisations includes the following:

- Any request for consent for right to use the data provided by Smart Awards Limited through the NOPS must be sought directly from the individual concerned. Smart Award Limited do not give any organisation consent to use this data for any purpose other than monitoring and administrating individual's competency and their job roles on the NOPS.
- Any data provided by NOPS must be classified as sensitive data and must be handled in line with Data Protection Act 2018, and the General Data Protection Regulations (GDPR).
- Access to the NOPS database will only be given once approved by Smart Awards Limited.
- Organisations must ensure any persons authorise to access the NOPS database understands their responsibilities under Data Protection Act 2018, and the General Data Protection Regulations (GDPR).
- Under no circumstances should NOPS data be passed to third party, unless the individual, whose data it is, has consented to share their data with the party receiving the data
- Cooperate with Smart Awards Limited in investigating any misuse of NOPS data or non-compliance with the NOPS policies.
- Smart Awards Limited reserves the right to terminate and/or restrict the online services at any time on notice to the organisation and or individual to protect the nature of data held.

CONDITIONS FOR ONLINE ACCESS

14. Smart Awards Limited make certain online services available to its authorised users of NOPS through its web portal. Users shall not use the web portal 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.
15. 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 be authorised by their organisation to access individual data.
 - 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.
 - Users must not send data to third parties that the individual does not share the data with.
 - 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 Smart Awards Limited disabling access for users who have not accessed the system for calendar 12 weeks.
 - Users agree to reset their password every 12 calendar weeks as good practice, ensuring security of the system
 - Users agree to advise Smart Awards of any users who have left the organisation or no longer require access.
 - 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

16. Smart Awards Limited shall consult via the NOPS Industry Board of any amendments, additions or variations to the NOPS or the products/service that are reasonably considered by Smart Awards Limited 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

17. Unless otherwise agreed by Smart Awards Limited in writing, the price for the products/services shall be the price set out in Smart Awards Limited tariff. Smart Awards Limited 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

18. The organisation shall inform Smart Awards Limited of any mistakes in the individual's information within a reasonable time.

19. For mistakes in information owned or controlled by the organisation in any information generated by the organisation these shall be the organisation's responsibility to remedy at its cost whether such information has been approved by Smart Awards Limited or not.

20. Where information is supplied to Smart Awards Limited by the 'organisation' and it is found to have inaccuracies (for example information to generate the card or certificate) the organisation undertakes that it shall pay Smart Awards Limited any associated administration costs and the price of any replacement cards or certificates that need to be corrected and replaced.

21. Where mistakes in information have been found to be fault of Smart Awards Limited, any cost of regenerating the NOPS card or certificate shall be at the cost of Smart Awards Limited.

22. It is the individual's responsibility to ensure their personal data is accurate and any cost or liabilities related to this data will be the responsibility of the party using the data.

PAYMENT AND PRICING

23. Payment and pricing where organisations are paying on behalf of the individual

- Payment of the price of the products/services is due prior to verification of accreditations.
- No payment shall be deemed to have been made until Smart Awards Limited has received cleared funds.
- Any disputes regarding not activation of NOPS after the payment has been made must be submitted in writing within 30 days of payment.

- Smart Awards Limited reserves the right to refuse an order from an organisation who is paying for cards on behalf of an individual if the organisation 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 NOPS cards must be notified at the earliest opportunity and no later than 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 Limited does not accept any liability arising as a result of the inaccuracy of information supplied by the organisation or the omission of relevant information by the company.
- Smart Awards Limited 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 company.
- Limit of liability shall not exceed 125% of the registration value for either party.

FORCE MAJEURE

24. 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 Limited is so delayed and the delay period exceeds 60 days, the individual or organisation shall have the option by written notice to the Smart Awards Limited to terminate the registration immediately in whole or in part and have no liability for the whole or part so terminated.

CANCELLATION

25. 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 Limited. Amendments may be subject to an administration charge. All approved applications/card registrations are non-refundable and non-transferable.

SUSPENSION OF SERVICES

26. Smart Awards Limited may at any time on the giving of reasonable notice (taking into account the reason for the suspension) suspend or terminate the NOPS, products/services, or part thereof, in any of the following circumstances:

- If the individual or an organisation breaches any of these terms and conditions
- If the organisation, employer, sponsor or individual advertises the NOPS scheme to gain a competitive market advantage
- If the organisation, employer, sponsor or individual uses Smart Awards Limited logo without prior agreement or consent for the purpose of advertisement of the NOPS scheme
- 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 organisation, employer, sponsor or individual.
- Any breach of Data Protection Act 2018, and the General Data Protection Regulations (GDPR)
- A technical failure or matters outside the direct control of Smart Awards Limited which prevents Smart Awards Limited from performing its obligations

- To enable improvements or modifications to be carried out to the scheme as notified to 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.

INVESTIGATIONS OF NON-COMPLIANCES

27. Breaches of Smart Awards Limited policies and/or terms and conditions shall be investigated in line with Smart Awards Limited investigation policy. Where Smart Awards Limited investigation concludes a minor breach, the offending party shall submit a corrective action, that Smart Awards Limited consider to be sufficient, within 14 days of notification of the breach.
28. If after investigation the breach is categorised as major, Smart Awards Limited has the right to terminate the services provided.
29. The categorisation of minor or major breach is detailed in the Smart Awards Limited investigation policy.
30. Where Smart Awards Limited consider that there is a significant risk to the service or a legal breach, including but not limited to breach of Data Protection Act 2018, and the General Data Protection Regulations (GDPR), Smart Awards have the right to suspend such service until full investigation is completed.

APPEALS

31. Smart Awards appeal process allows individuals, organisations, and users of the NOPS database to appeal against any decisions made by Smart Awards Limited in operating the NOPS. Appeals should only be made:
- Once the complaints procedure has been followed
 - Investigation procedure has been completed and the outcome has been communicated
 - Appeals should be made no later than 30 days of notification of the outcome of any complaint or investigation.

GDPR DATA PROTECTION

32. For avoidance of doubt the organisation must comply at all times with GDPR. Smart Awards Limited acts as the data processor and as such all personal data supplied to Smart Awards Limited 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 Individual whose data is held by Smart Awards Limited.
- All parties must comply with data protection legislation maintaining the strict confidentiality of personal information.
 - Smart Awards Limited shall have a provision for the individual to have full access to their data and provide them online consent for any data held by Smart Awards Limited, this does not affect their right to withdraw their consent in writing. However, request for erasing personal data must be in writing to Smart Awards Limited by the individual as the owner of the data.
 - Where Smart Awards Limited 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 in administrating the NOPS.

- Smart Awards Limited 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 the individual no longer wishes to be part of the NOPS, Smart Awards Limited will archive all information and data provided by the individual or organisation. Smart Awards Limited shall delete this data, subject to individuals request to do so, from its systems and any storage media.
- The individual has the right for data portability, withdrawing consent must be in writing and erasure of data in line with Smart Awards Limited GDPR policies.
- Smart Awards Limited 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)

The Organisation may only download individuals records if consent has been given by the individual.

CONFIDENTIALITY

- Smart Awards Limited hereby agrees to hold and treat all confidential Information provided to it in connection with the offering of Smart Awards Limited 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 consent of the individual, be disclosed or used by Smart Awards Limited or by its subsidiaries, affiliates, or other applicant.
- Smart Awards Limited 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 if it is needed or required statute and will be disposed of appropriately.
- Smart Awards Limited may need to share data with other agencies such as funding bodies and other agencies or stakeholders. The individual will be made aware in all circumstances how and with whom their information will be shared.
- For expired accreditations and where the NOPS card is no longer in service, Smart Awards Limited will delete all related data 3 years after expiry / or non-use. All data shall be deleted after this period, if not requested to do so by the individual earlier.
- Organisations who have received information in a recorded form from Smart Awards Limited shall return or destroy such records upon:
 - Expiry or cessation of the NOPS
 - Where the individual no longer wished to share their information with an organisation.
 - Where the individual no longer wish to be registered on the NOPS
 - Upon earlier request unless such records are part of the services or where it is a legal or statutory requirement to be retained.

LAW AND JURISDICTION

33. Any organisation registering or using the NOPS shall be subject to these terms and conditions. These terms and conditions and any dispute arising out of or in connection with shall be governed by and construed in accordance with the laws of England and Wales.

REVIEW OF TERMS AND CONDITIONS

34. These terms and conditions will be reviewed annually and may be revised due to changes in legislation and guidance from industry. These terms and conditions shall be published on the NOPS website portal.

