

Standard Terms and Conditions for Network Operative Passport Scheme

SMART AWARDS
BEECHWOOD HOUSE, TANNERS LANE, BERKSWELL, COVENTRY, CV7 7DA

Terms and Conditions



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STANDARD TERMS AND CONDITIONS

1. INTRODUCTION AND LIMITATIONS

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.

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 standards.

The Network Operative Passport Scheme is managed and administered by Smart Awards Ltd who work with Industry including Service / Communications Providers to agree and set standards to meet continuously improvement in quality and to ensure safety standards are taught and accredited in line with any legislative changes also use best practice to ensure adherence to such requirements.

The Network Operative Passport Scheme also operates an endorsement and revocation process as agreed by industry and defined in the Endorsement and Revocation Scheme Rules.

These Terms and Conditions only apply to the Network Operative Passport Scheme.

2. INTERPRETATION

In these conditions the following words have the following meanings:

Network Operative Passport Scheme is a Certification of the cardholder's identity; certification of the cardholder's accreditations and qualification. Network Operative Passport Scheme card verifies an operator's identity and shows authorised parties that they hold the necessary accreditations and / or qualifications to work on the service providers network safely and to the specified quality. Ensuring that the Operative is aware of the standards agreed by industry and Service / Communication Providers.

Operative is the individual who is registered with the Network Operative Passport Scheme card, whose details are held on the card.

Smart Awards Ltd: is the organisation that manages and administers the Network Operative Passport Scheme on behalf of industry.

Services: Following Services are provided by Smart Awards for the purposes of Network Operative Passport Scheme.

Endorsement

An endorsement will be identified by the first-tier supplier (sponsor) where there has been a safety or quality failure in the operatives' performance. Corrective action such as training, discipline or briefing needs to take place to ensure the operative understands the safety or quality defect and knows how to ensure how these failures can be addressed in future.

Revocation

The employer can either revoke the card or revoke certain accreditation modules relating to the work activity. Where operative have their licenses or modules revoked, they must be reaccredited in the Smart Awards accreditation modules or other accreditations that is applicable to the revocation. Any revocation can only apply to accreditation modules and not qualifications.

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Service	Description
Operative registration and NOPS Card	ID card that can provide accreditation validation data via a QR code reader.
Replacement of Loss or damaged NOPS Cards	Replacement Card
Accreditation / Qualification Upload to NOPS Card	Service to upload Accreditations or Qualification to be stored on NOPS Card.

3. REGISTRATION FOR A NETWORK OPERATIVE PASSPORT SCHEME CARD

By registering an accreditation or qualification 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 cards as laid out in the Scheme requirements and may be amended from time to time consultation with Industry Operational Board;
- Understands and agrees that all or part of the information supplied will or may be used by Smart Awards for the purposes of administering the Network Operative Passport Scheme, which may include copying it the sponsor, employer, Awarding Organisations, approved Centre/s and any other organisation the Operative approves also enable Smart Awards entering it 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 1998, and the General Data Protection Regulations (GDPR).
- To comply with GDPR, Smart Awards will require the NOPS card holder to acknowledge their agreement for their personal data to be used for sole purpose of the scheme.
- By signing up to the Network Operative Passport Scheme the Operative is agreeing to the terms and conditions of the scheme which gives the 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 Network Operative Passport Scheme 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 Network Operative Passport Scheme.
- Smart Awards shall comply with the requirements of the Data Protection Act 1998, and the General Data Protection Regulations (GDPR).
- Notifies Smart Awards 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 applicable rules
- Formal appeal process will be 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 has a separate appeals process for endorsements and revocations which are detailed in the Endorsement and Revocation Scheme Rules and Smart Awards appeals policy.

4. CARD VALIDITY

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.

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5. SERVICE LEVEL AGREEMENT (SLA)

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 an Industry represented Operational Board.
- Notify applicants of progress for their application/registration/accreditations by sending a confirmation email within the time period notified on the auto-reply email you receive from us when you submit your application or registration
- Process application/registration/accreditations within 10 days of receiving a valid and accurate application.
- Upload operative's achievement to a secure website within 5 working days and issued the operative network passport card with 15 working days of receipt of correctly completed information.
- Recognises knowledge gained through accredited training and recognised qualifications from other Awarding Bodies.
- Work with Industry to administer the NOPS process and regulate the schemes standards in line with consultation with Industry Operations Board.
- Review standards ensuring that the content meets industry or National Standards as appropriate
- Keep the content of its Network Operative Passport Scheme current, relevant and inclusive
- Work with industry to ensure that quality of the scheme is met and is maintained
- Provide guidance on how to best prevent, investigate and deal with malpractice or maladministration
- Provide reasonable support, advice and guidance
- Provide information regarding: making a complaint; making an appeal; malpractice and maladministration; potential conflict of interest; expected dates or timescales for the issue of cards; quality assurance arrangements including monitoring activities; invoicing
- Monitor our service ensuring that targets are met
- Promise to use the data only in accordance with the scheme rules, and to take appropriate measures to keep the data secure. Ensure all data stored meets the data security requirements of BS270001.
- Not disclose information that would breach a duty of confidentiality or any other legal duty

6. 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.
- The details of the assessor who carried out the assessment or reassessment.
- Give access to Smart Awards to the Centre to validate the assessment process and facilities if required.
- Cooperate with Smart Awards Ltd in investigating any malpractice or breaches related to this agreement or Operatives personal information.
- Work with Smart Awards Ltd to investigate any appeals from Operatives, Centres, Employers or Sponsors.

7. ONLINE SERVICES PROVIDED BY SMART AWARDS

Smart Awards Ltd make certain online services available to its clients and 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 reserves the right to terminate

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and/or change the online services at any time on notice to an applicant and or Individual to protect the nature of data held.

8. VARIATIONS

Smart Awards Ltd shall agree via the Industry Operations Board any amendments, additions or variations to the Network Operative Passport Scheme 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 Industry Operations Board to enable a fair and reasonable bench mark for such variation. This does not preclude the rights of the Industry Operational Board to recommend alternative products and services that may be used.

9. PRICE

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 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 Industry Operations Board to seek alternative provider for that service or part of that service.

10. ACCURACY OF INFORMATION

The Operative shall inform Smart Awards Ltd in writing of any mistakes in information within a reasonable time of receiving it.

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 or not.

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.

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 its own costs.

11. PAYMENT AND PRICING

- Payment of the price of the products/services is due on registration
- 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 registering
- Smart Awards Ltd reserves the right to refuse an order if the applicant has exceeded any agreed credit limit, or if the performance of such order would cause the applicant to exceed the agreed credit limit.
- Where VAT is payable the applicant must pay such additional amounts in respect of VAT, at the applicable rate.

12. 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

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- 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.

13. FORCE MAJEURE

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"

14. CANCELLATION

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.

15. SUSPENSION

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 Industry Operations Board.
- 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.

16. APPEALS

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 within 30 calendar days of the date of the notification of the decision.

17. 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 1998 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.

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- In the event of termination of this Agreement the 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.
- 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 1998; The General Data Protection Regulations
- All personal data acquired by Smart Awards Ltd shall only be used for the
- purposes of this Agreement and shall not be further processed or disclosed without the explicated consent of the Operative whose data is held by Smart Awards.

18. 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 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

19. LAW AND JURISDICTION

These terms and conditions shall be governed by English Law.

20. TERMINATION

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 some outstanding sums owed or paid by either party.

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