

SECTION H – PATHWAYS TO MCIPS/CHARTERED STATUS (where applicable)

A Pathway to MCIPS/MCIPS Chartered Status (where applicable) is available to eligible consumers and constitute various application processes allowing applicants to achieve internationally recognised CIPS professional designation.

These specific terms are subject to the general terms set out in Section A. The defined terms in Section A have the same meanings where used in this Section H.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Section H the following words and expressions have the following meanings unless inconsistent with the context:

“Applicant”	the individual who is making the Application, as detailed in the Contract Details;
“Application”	an application to the Supplier for MCIPS via the relevant Pathway;
“Assessment”	an assessment carried out and used by the Supplier to determine whether an Applicant is sufficiently competent to achieve MCIPS including the Competency Assessment, the Interview Assessment or the Development Plan (as directed by the specific Pathway);
“Completion Criteria”	any criteria or requirements which Applicants must meet in order to complete the Competency and Interview Assessment or Development Plan, as notified to the Applicant by the Supplier in writing;
“Competency Assessment”	an online multiple choice assessment conducted by the Applicant as the first stage in the assessment process for the Application;
“Ethics Test”	the ethics test of the Supplier which can be accessed via the CIPS’ website;
“Interview Assessment”	an online interview conducted between the Supplier and the Applicant as the second stage in the assessment process for the Application;
“MCIPS”	the full professional designation offered by the Supplier;
“Pathway to MCIPS”	the application process to achieve MCIPS for professionals eligible for the appropriate Pathway;

“Portal”	the website, web-based portal or other electronic or digital means by which the Assessment is delivered;
“Term”	the time period beginning on the commencement of the Assessment and ending on the close of the Assessment.
“Virus”	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices; and
“Vulnerability”	a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability.

2. APPLICATIONS

- 2.1 An Applicant must have an active Affiliate Membership at the time of Application
- 2.2 An Applicant must provide the following with their Application:
 - (a) All documents as advised in the application criteria
 - (b) confirmation of successful completion of the Supplier’s Ethics Test which must have been successfully completed within the 12 months preceding submission of the Application; and
 - (c) any other application requirements.

3. ASSESSMENTS

- 3.1 Within three Working Days of receipt of a completed Application by the Supplier, the Supplier will email the Applicant instructions detailing how to access and complete the Competency Assessment.
- 3.2 The Competency Assessment must be completed within 45 days of receipt of the instructions referenced in clause 3.1 above.

- 3.3 Upon completion of the Competency Assessment, the Supplier will process your outcome.
- 3.4 Applicants who have completed the Assessment will be notified of the outcome of their Application within 30 days.
- 3.5 If an Interview Assessment is required following completion of the Competency Assessment (dependent on the Pathway being undertaken), the Applicant will be advised how to book this.
- 3.6 In relation to any written element of any Assessment:

- (a) the format and structure must follow the guidance provided by the Supplier at the time of purchase of this sub-product;
- (b) where a word count is stipulated there is a permitted tolerance of 10%;
- (c) all submissions must meet the 90-day deadline stipulated in the accompanying letter and be made electronically in PDF format or, where PDF conversion is not available, as a Microsoft Word document; and
- (d) the Applicant agrees and acknowledges that the Supplier will use anti-plagiarism software to review any relevant submissions,

and where any submissions made in relation to an Assessment do not comply with the provisions of this clause 3.6, the Applicant acknowledges that the Supplier may, at their sole discretion, reject a submission or request a rewrite.

- 3.7 The Applicant acknowledges that:
- (a) if they do not comply with the requirements of this Contract, including providing any information requested by the Supplier, the Applicant may not be able to participate fully in an Assessment and that the Supplier shall have no liability to the Applicant where this is the case; and
 - (b) if they fail to register for an Assessment within the given timeframes or do not attend or complete an Assessment within the given timeframes, they will be removed from the Application process and will be required to re-apply should they wish to continue.

- 3.8 Except as expressly and specifically provided in these Conditions:
- (a) the Applicant assumes sole responsibility for results obtained from the use of an Assessment and any information provided as part of an Assessment, and for conclusions drawn from such use;
 - (b) the Supplier shall have no liability for any damage caused by reliance by the Applicant on, or any errors or omissions in, any documents, information, instructions or scripts produced by the Applicant in connection with an Assessment;
 - (c) Assessments are provided to the Applicant on an "as is" basis; and

- (d) Assessments are provided for the use of a single Applicant and the Applicant shall not share the Assessment with any other person or copy or distribute any materials relating to the Assessment to any other person.
- 3.9 Where the Applicant has access to any assessment or assignment materials as part of an Assessment, any assessment or assignment submitted to the Supplier during the Term will be marked and a certificate awarded to the Applicant, if they have met the required standard. The Supplier will not mark any Assessment submitted outside the Term or guarantee to provide any specific feedback.
- 3.10 Any decision made by the Supplier regarding an Assessment, including the awarding of any certificate or accreditation, is made at their sole discretion. If the Applicant, disagrees with, or wishes to request a review of any decision made by the Supplier, the Applicant must contact the Supplier in writing setting out the reason for the disagreement or grounds of review request within 15 Working Days of the Supplier informing the Applicant of the decision with which it disagrees, or the Assessment result being reviewed.
- 3.11 Where the Applicant notifies the Supplier that it disagrees with a decision, the Supplier shall consider the Applicant's reason for disagreement within 15 Working Days and take such steps as the Supplier determines to be appropriate, including but not limited to re-assessing the Assessment. If the Applicant does not agree with the Supplier's decision, it shall be entitled to request a review to the Supplier by notifying the Supplier in writing within 10 Working Days of receiving the Supplier's decision. The decision made by the Supplier will be reviewed by an independent assessor of the Supplier and the determination of the independent assessor will be final in the absence of manifest error. If the Supplier determines that an Assessment previously marked as having failed should be remarked as having passed, the Supplier shall refund any Additional Charge payable.
- 3.12 If the Applicant requests that an Assessment be reassessed or requests further feedback on an Assessment, the Supplier shall be entitled to charge the Applicant for the remarking or feedback as an Additional Charge and shall not be obliged to provide the reassessed Assessment result or feedback until payment has been received in full cleared funds.

4. APPLICANT OBLIGATIONS

- 4.1 The Applicant shall:
 - (a) meet any applicable Attendance Criteria;
 - (b) not resell, transfer ownership of or allow any other person to use, the Applicant's right to complete the Assessment;
 - (c) where the Assessment is provided by electronic means, keep a secure username and password for access to the Competency Assessment and prevent any other individual from accessing the Competency Assessment using their log-in details;
 - (d) not use the Assessment for anything other than its intended purpose, as determined by the Supplier and including but not limited to the requirements of this Contract;

- (e) not do anything which the Supplier reasonably believes could bring the Supplier or the Assessment into disrepute or otherwise have a detrimental or prejudicial impact on the reputation, standing, Intellectual Property Rights or goodwill of such;
- (f) not record or transmit, or aid in the recording or transmitting of, any video, image, audio, transcription or other reproduction of the Assessment or any materials relating to the Assessment unless expressly permitted in writing by the Supplier;
- (g) ensure that all work submitted in relation to an Assessment is their own work and has not been plagiarised;
- (h) prove their identity at the start of the Interview Assessment (where applicable). This must show a current photograph and applicant name. Documents such as a passport, driving licence, national or workplace identity card will be accepted;
- (i) agree to the Interview Assessment being recorded by the Supplier for quality, training and verification purposes;
- (j) know and be able to quote their CIPS Membership number at the start of the Interview Assessment;
- (k) comply with the terms of this Contract.

5. USE OF THE PORTAL

5.1 The Applicant acknowledges that it will be required to use electronic communications media, including but not limited to the Portal, to access the Assessment.

5.2 In relation to any Assessment:

- (a) the Applicant acknowledges that, an Interview Assessment (where applicable) will be recorded and reviewed following the Interview Assessment by the Supplier;
- (b) the Supplier does not provide the software to which an Assessment relates and the Applicant is responsible for ensuring its own access to such software;
- (c) the Applicant is responsible for configuring their own information technology, computer programmes and hardware in order to access the Assessment and Portal and should use their own virus protection software. The Supplier is not responsible for any failure to access the Assessment or Portal as a result of the incompatibility of the Applicant's computer programmes or hardware;
- (d) the Applicant shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Assessment or Portal and shall promptly notify the Supplier in the event of any such unauthorised access or use;
- (e) access to the Assessment or Portal may be suspended temporarily and without notice in the case of bandwidth shortage, system failure, maintenance or repair or for reasons beyond the Supplier's control;

- (f) the Supplier does not warrant that the use of the Assessment or Portal will be uninterrupted or error-free and the Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Applicant acknowledges that the Assessment or Portal may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and
- (g) if, for any reason, the Assessment or Portal are defective or not accessible, the Supplier shall commence remedial work as soon as reasonably practicable in the circumstances, and shall use its reasonable endeavours to remedy any such problem, save that nothing shall require the Supplier to carry out such work outside Normal Working Hours.

5.3 The Applicant shall not:

- (a) access, store, distribute or transmit any Viruses, or any material during the course of its use of the Assessment or Portal that:
 - (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (ii) facilitates illegal activity;
 - (iii) depicts sexually explicit images;
 - (iv) promotes unlawful violence;
 - (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
 - (vi) is otherwise illegal or causes damage or injury to any person or property; or
 - (vii) may cause, or be likely to cause, any damage to or have an adverse impact on, the Supplier's reputation, Intellectual Property Rights or goodwill;
- (b) except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Contract:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Assessment or Portal in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Assessment or Portal;
- (c) access all or any part of the Assessment or Portal in order to build a product or service which competes with the Assessment or Portal;

- (d) make copies or print any part of the Assessment or Portal save as expressly permitted under this Contract;
- (e) use the Assessment or Portal to provide services to third parties;
- (f) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Assessment or Portal available to any third party;
- (g) attempt to obtain, or assist third parties in obtaining, access to the Assessment or Portal; or
- (h) introduce or permit the introduction of, any Virus or Vulnerability into the Supplier's network and information systems.

and the Supplier reserves the right, without liability or prejudice to its other rights to the Applicant, to disable the Applicant's, access to any material that breaches the provisions of this Condition 5.3 of this Section G.

6. PRICE AND PAYMENT

6.1 Payment of the Price must be made on submission of an Application.

7. REASONABLE ADJUSTMENT

- 7.1 The Supplier shall, in accordance with the Reasonable Adjustment Policy use reasonable endeavours to provide each Applicant with equal opportunities when undertaking the Interview Assessment.
- 7.2 The Supplier shall, at its sole discretion and in accordance with the Reasonable Adjustment Policy, provide additional support and/or grant an exemption to those Applicants it assesses as requiring such additional support.
- 7.3 Where the Applicant believes that they require additional support in relation to an Interview Assessment, they shall notify the Supplier by way of email to pathways@cips.org.
- 7.4 Such notice shall be given no later than 10 Working Days prior to the Interview Assessment and shall include the following details: e.g., medical condition requiring the Supplier to consider a reasonable adjustment.
- 7.5 Where an Applicant believes that they require additional support for an Interview Assessment in relation to a medical or health condition, the Supplier will only consider the provision of additional support and/or an exemption in accordance with Condition 7.2 of this Section H upon receipt of sufficient medical evidence at the time of submission of the Applicant's Application.

8. INTERVIEW ASSESSMENT RESCHEDULING AND/OR CANCELLATION

- 8.1 CIPS reserves the right to cancel or reschedule Interview Assessments at short notice to the Applicant.
- 8.2 Cancellation or rescheduling of Interview Assessments must be requested as soon as possible. A minimum of 7 days' notice is required. Failure to attend or give the 7 days' notice will result in a cancellation fee being charged to the Applicant.