



BASE Competition Agreement

Terms and Conditions

These terms are used to enter into an Agreement between ICAEW and the School (together the "parties") under which ICAEW agrees to provide and the School agrees to receive the Services subject to the terms of this Agreement.

1. BACKGROUND

- 1.1 ICAEW is a leading professional membership organisation which promotes, develops and supports its members worldwide. Part of ICAEW's promotion and development activities involve running competitions for school-aged children to encourage and support students into careers in accountancy.
- 1.2 The School wishes to support its students by encouraging them to engage with ICAEW, in accordance with these terms and conditions.

2. INTERPRETATION

- 2.1 In this Agreement the following words shall have the following meanings:

"Agreement" means these terms and conditions and the Schedules. This Agreement is formed (and becomes legally binding) when the School submits its entry via the Website. If the School does not agree to these terms and conditions, do not submit an Entry;

"BASE Competition" means the ICAEW's National Business and Accounting competition, as further described in Schedule 1 (BASE Competition Summary);

"BASE National Final" means the final of the BASE Competition to which the finalist teams will be invited;

"Closing Date" means the date specified on the Website in relation to the 'closing date' of the BASE Competition;

"Competition Formalities" means the BASE Competition rules as set out at Schedule 2 (Competition Formalities);

"Competition Data" means all information, data and / or content provided by the School or any Student in relation to the BASE Competition, and which may include Personal Data (as defined in the Data Protection Legislation);

"Controller" shall have the meaning given to it in applicable Data Protection Legislation from time to time;

"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, and Regulation (EU) 2016/679 (the 'General Data Protection Regulation' or 'GDPR'), (in each case, all as amended, updated or re-enacted from time to time);

"Data Subject" has the meaning given in Data Protection Legislation;

"Entry" means an entry submitted to the BASE Competition on the Website;

"ICAEW" means the Institute of Chartered Accountants in England and Wales incorporated by Royal Charter number RC 000246 with its principal place of business at Chartered Accountants' Hall, Moorgate Place, London EC2R 6EA;

"ICAEW Materials" means information, data and / or other content owned by or licensed to ICAEW;

"Intellectual Property Rights" means all copyrights (including copyright in computer software), database rights, rights in inventions, patent applications, patents, trademarks, trade names, know-how, service marks, design rights (whether

registered or unregistered), trade secrets, rights in confidential information and all other industrial or intellectual property rights of whatever nature for the full duration of such rights, including any extensions or renewals and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Personal Data" has the meaning given in Data Protection Legislation;

"Project Manager" means ICAEW's project manager as notified to the School by ICAEW;

"School Representative" means a teacher or other School official who shall act as a coordinator for that School in relation to the receipt of the Services (as notified by the School to ICAEW);

"Services" means the organisation, running and promotion of the BASE Competition and all services incidental or ancillary thereto;

"Start Date" means the date the School enters into this Agreement;

"Student" means an eligible student enrolled at the School who has either themselves or through a School Representative, registered for the BASE Competition;

"Website" means the BASE website accessible at icaew.com/base or such other address as may be provided by ICAEW from time to time.

3. THE SERVICES

- 3.1 From the Start Date and for the duration of this Agreement, ICAEW shall provide the Services in accordance with this Agreement. In consideration of ICAEW providing the Services, the School shall encourage Students to take part in the BASE Competition and comply with its obligations under this Agreement.

4. SCHOOL'S OBLIGATIONS

- 4.1 The School shall:

- (i) obtain all necessary permissions, consents and authorisations, from Students and/or their parents/guardians to enable interested Students to register for and enter the Base Competition;
- (ii) ensure that Students have been made aware of and comply with the Competition Formalities as set out at Schedule 2 (Competition Formalities);
- (iii) liaise with ICAEW in respect of all aspects of the BASE Competition, including but not limited to, communications with Students, forming a School team, and arrangements for travel (where applicable);
- (iv) comply with, and ensure each Student is aware of and complies with, any instructions and / or policies provided by or on behalf of ICAEW or any venue whilst attending any official event held in relation to the BASE Competition;
- (v) provide to ICAEW in a timely manner all documents, information, items and materials in any form reasonably required by ICAEW in connection with the Services and ensure that they are accurate and complete in all material respects; and
- (vi) appoint a School Representative. The School shall use all reasonable endeavours to ensure that the same person acts as the School Representative throughout the term of this Agreement, but may replace that person by notice in writing to ICAEW from time to time where necessary.



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5. ICAEW'S OBLIGATIONS

5.1 ICAEW shall:

- (i) use reasonable endeavours to manage and complete the Services in accordance with this Agreement in all material respects;
- (ii) use reasonable endeavours to meet any performance dates specified in Schedule 2 but any such dates shall be estimates only and time for performance by ICAEW shall not be of the essence of this Agreement; and
- (iii) provide the ICAEW Materials to the School to assist the School with encouraging Students to register for and take part in the BASE Competition.

5.2 ICAEW shall appoint a Project Manager for the Services. ICAEW shall use all reasonable endeavours to ensure that the same person acts as the Project Manager throughout the term of this Agreement, but may replace that person by notice in writing to the School from time to time where necessary in the interests of ICAEW's business.

5.3 In providing the Services, ICAEW shall comply with all applicable laws, including Data Protection Legislation. ICAEW shall ensure that its privacy and data processing notices are available to the School and to Students.

6. INTELLECTUAL PROPERTY

6.1 ICAEW and / or its licensors own all Intellectual Property Rights in the ICAEW Materials and the Competition Data.

6.2 ICAEW grants the School, from the Start Date for the duration of this Agreement, a non-exclusive licence to access and use the ICAEW Materials and the Competition Data for the sole purpose of fulfilling its obligations under this Agreement.

6.3 The School shall not, and shall not permit Students or any other third party to copy, reproduce, store, adapt, translate or communicate to the public the ICAEW Materials or the Competition Data other than in accordance with this Agreement.

6.4 The School shall promptly enter into such documentation as is reasonably required by ICAEW to vest ownership of the Intellectual Property Rights in accordance with Clause 6.1.

6.5 The School shall use all reasonable endeavours to ensure that Students submit Competition Data which is accurate, complete and their own original work. The School shall promptly inform ICAEW if it becomes aware, or reasonably suspects, that any Student has submitted Competition Data which is not entirely their own original work.

7. TERM AND TERMINATION

7.1 This Agreement shall commence on the Start Date and shall continue until the completion of the Services unless and until terminated by either party in accordance with this Clause 7.

7.2 The School may withdraw from the BASE Competition at any time by providing written notice to ICAEW. On receipt of such notice, ICAEW shall cease providing the Services to all Students of the School. An individual Student may withdraw from the BASE Competition at any time by notifying ICAEW (either directly or through the School Representative), and ICAEW shall cease providing the Services in relation to that Student on receipt of such notice.

7.3 Either party shall be entitled to terminate this Agreement immediately if the other party: (i) commits any material breach of this Agreement and fails to remedy that breach within thirty (30) days of written notice of that breach (the thirty (30) day period only applies where a breach is capable of remedy - if it is incapable of remedy, the Agreement may be terminated by

written notice immediately); or (ii) 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.

7.4 On termination of this Agreement howsoever caused: (i) each party must promptly return to the other all property belonging to the other party and erase or destroy all copies of such items and provide written certification of the same; (ii) all licences granted pursuant to this Agreement shall terminate; (iii) the rights and duties created by Clauses 6 (Intellectual Property), 7.4 (Term and Termination), 8 (Confidential Information), 9 (Liability), 10 (Dispute Resolution), 12.2 (Publicity, Photography and Filming), 12.3 (Third Party Rights), 12.8 (Severance), 12.9 (No Waiver) and 12.10 (Notices) shall survive; and (iv) any rights of either party which arose on or before termination shall be unaffected.

8. CONFIDENTIAL INFORMATION

8.1 Each party that receives ("Receiving Party") non-public business or financial information ("Confidential Information") from the other ("Disclosing Party"), whether before or after the date of this Agreement shall: (i) keep the Confidential Information confidential; (ii) not disclose the Confidential Information to any other person other than with the prior written consent of the Disclosing Party or in accordance with Clauses 8.2 or 8.3; and (iii) not use the Confidential Information for any purpose other than the performance of its obligations or its enjoyment of rights under this Agreement ("Permitted Purpose").

8.2 The Receiving Party may disclose Confidential Information to any of its officers, directors, employees, agents and advisers who reasonably need to know for the Permitted Purpose (each a "Permitted Third Party"), provided that the Receiving Party shall remain liable to the Disclosing Party for the acts, omissions, and compliance with the terms of this Clause 8 of such Permitted Third Party as if such Permitted Third Party were the Receiving Party (and a party to this Agreement). The Receiving Party shall ensure that each Permitted Third Party is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Clause 8.

8.3 If required by law, the Receiving Party may disclose Confidential Information to a court or regulatory authority or agency, provided that the Receiving Party shall (if legally permissible) provide reasonable advance notice to the Disclosing Party and co-operate with any attempt by the Disclosing Party to obtain an order providing for the confidentiality of such information.

8.4 The parties will notify each other immediately if they discover that this Clause 8 has been breached and will give each other reasonable assistance in connection with any proceedings.

9. LIABILITY

9.1 Neither party shall exclude or limit its liability for:

- (i) death or personal injury caused by its negligence; and / or
- (ii) fraud or fraudulent misrepresentation.

9.2 Subject to Clause 9.1, above, neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and / or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement.



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9.3 ICAEW accepts no liability for:

- (i) any promise or indication made public before a winner of the BASE Competition is formally announced or for any damage howsoever caused by any actions taken by ICAEW in relation to any particular Entry; or
- (ii) any technical fault which prevents or delays any Entry from being included for assessment in the BASE Competition.

9.4 Each party's Contractual Liability to the other shall not exceed £5,000. "**Contractual Liability**" means liability howsoever arising under or in relation to the subject matter of this Agreement that is not:

- (i) unlimited by virtue of Clause 9.1 above; or
- (ii) excluded pursuant to Clause 9.2 or 9.3 above.

9.5 The School agrees and accepts that it will be solely responsible for any and all damage caused by its Students' Entry into the BASE Competition.

10. DISPUTE RESOLUTION

10.1 Any dispute arising under this Agreement should first be escalated to the senior management of each party. If the dispute remains unresolved for more than twenty-one (21) days, the parties will attempt in good faith to resolve the dispute in accordance with an alternative dispute resolution procedure recommended by the Centre for Effective Dispute Resolution. The foregoing provisions of this Clause 10.1 shall not apply to any disputes over recovery of a debt, and shall not restrict either party from seeking injunctive relief.

10.2 This Agreement is governed by the laws of England and, subject to Clause 10.1, the exclusive jurisdiction of the courts of England and Wales.

11. DATA PROTECTION

11.1 The parties agree 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.

11.2 The parties shall be separate data controllers of any Personal Data obtained from the other for the purpose of this Agreement.

11.3 The parties 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.

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

11.5 The parties shall ensure that they 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 data to be protected.

11.6 The parties shall implement appropriate records keeping practices, making such records available to the parties or a supervisory authority on request.

11.7 The parties shall not transfer any personal data to any country outside the European Economic Area without demonstrating appropriate safeguards under Data Protection Legislation.

11.8 Where one party shares Personal Data with the other party the disclosing party warrants:

- (i) The Personal Data has been obtained by the disclosing party in accordance with the Data Protection Legislation;
- (ii) Privacy notices provided to Data Subjects are compliant with, and have been provided to the Data Subject in a manner which is compliant with, the Data Protection Legislation;
- (iii) There are no circumstances of which the disclosing party is aware which are likely to give rise to a breach of the Data Protection Legislation in the future (including any unauthorised disclosure) or any notice, complaint, claim or notification from a Data Subject or regulator; and
- (iv) Transferring the Personal Data to the recipient in accordance with this Agreement will not constitute a breach of the Data Protection Legislation.

12. GENERAL PROVISIONS

12.1 **Assignment and Subcontracting.** Neither party shall assign or otherwise transfer this Agreement or any of its rights and duties under this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld or delayed. The rights and liabilities of the parties hereto are binding on, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

12.2 **Publicity, photography and filming.** Each party may, with the other's prior written consent (such consent not to be unreasonably withheld or delayed) publicise the existence of this Agreement in its sales and marketing literature. Each party undertakes that its sales and marketing literature shall in no way reduce or diminish the reputation, image and prestige of other party, its products, and / or services. The School agrees to gain permission, from its Students and/or their parents/guardians, for the taking of photographs and filming for the purposes of ICAEW's promotion of the BASE Competition to other schools and/or educational institutions and in its engagement with commercial partners.

12.3 **Third Party Rights.** The parties hereby exclude to the fullest extent permitted by law any rights of third parties to enforce or rely upon any of the provisions of this Agreement.

12.4 **Changes.** No changes to this Agreement shall be valid unless made in writing and signed by the authorised representatives of both parties.

12.5 **Relationship.** Nothing in this Agreement shall render the School a partner or an agent of ICAEW and the School 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.

12.6 **Force Majeure.** Neither party shall be in breach of this Agreement to the extent that it is prevented from performing its duties and obligations under this Agreement directly or indirectly as a result of a Force Majeure Event. "**Force Majeure Event**" means any event beyond the reasonable control of the relevant party, and includes, without limitation any: (i) act of God (including adverse weather conditions), explosion, flood, tempest, fire, or accident; (ii) unusual atmospheric conditions and unusual conditions in outer space which may affect signals to and from and the workings of satellites; (iii) war or threat of war, sabotage, insurrection, act of terrorism, civil disturbance, or requisition; (iv) strikes, lock-outs or other industrial actions, or trade disputes; (v) difficulties in obtaining raw materials, labour, fuel, parts, or machinery; or (vi) power failure or breakdown of machinery.

12.7 **Entire Agreement.** This Agreement supersedes any prior contracts, arrangements and undertakings between the parties in relation to its subject matter and constitutes the entire contract between the parties relating to the subject matter.



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12.8 **Severance.** If any part of this Agreement is held unlawful or unenforceable that part shall be struck out and the remainder of this Agreement shall remain in effect.

12.9 **No Waiver.** No delay, neglect or forbearance by either party in enforcing its rights under this Agreement shall be a waiver of or prejudice those rights.

12.10 **Notices.** All notices (which include invoices and correspondence) under this Agreement shall be in writing and shall be sent to the registered address of the recipient or to such other address as the recipient may have notified from time to time. Any notice may be delivered personally, by a reputable courier service, by first-class post, by fax, or by email and shall be deemed to have been served if by hand, when delivered, if by courier service or first class post 48 hours after delivery to the courier or posting (as the case may be), if by fax when confirmation of transmission is received, or if by email immediately.

12.11 **No Bribery.** Each party warrants that it (i) has not committed and will not commit an offence under the Bribery Act 2010 in relation to this Agreement; and (ii) has adequate procedures (as defined in section 7(2) of that Act) in place to prevent its associated persons from committing an offence under the Bribery Act 2010.



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Schedule 1 (BASE Competition Summary)

The BASE Competition is free to enter and is open to students aged 16-17 years and enrolled in year 12 of a high school or college in the United Kingdom (or S5/S6 in Scotland and year 13 in Northern Ireland as equivalents)

The purpose of the BASE Competition is to educate young people about ICAEW, its members and careers in accountancy, whilst helping students develop key employability skills and showcasing opportunities for them to train as chartered accountants with ICAEW's authorised employers.

Students will play an online game in teams, lasting approximately 30 minutes. This game will assess their key strengths related to the strengths needed to be an ICAEW Chartered Accountant. There will also be questions requiring them to analyse source information and provide an answer based on their analysis. Each team will receive feedback on their strengths after completing the game. Teams will also be required to present answers to some additional questions via video interview.

There will be a cut-off date for completing the competition, after which no more students will be able to enter.

Following the online round, ICAEW will select 24 teams to attend the final, based on their performance so far. The 24 teams at the final will take part in a face-to-face business challenge, the details of which will be provided at the event. Prizes will be awarded at the event.

ICAEW will provide further information on each round of the BASE Competition as the Students' progress.



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Schedule 2 (Competition Formalities)

BASE COMPETITION ENTRY FORMALITIES

All Entries must be submitted in the English language via the online entry form on the Website. Each Entry must be submitted to the BASE Competition in accordance with these terms and conditions. By submitting an Entry you confirm that you accept these terms and conditions and you have the agreement of all parties associated with the registration of your school/college to take part.

Each Entry must be received by ICAEW on or before the Closing Date. Entries received after the Closing Date will only be considered by ICAEW at their discretion.

In the event that an Entry is inaccurate or incomplete, does not comply with these conditions for Entry or is deemed, at the sole discretion of ICAEW, ineligible for any other reason, then the relevant Entry will not be accepted.

The BASE Competition will take place between January and March 2020 with the finalist teams being taken forward to the 2020 BASE National Final, to be held week commencing 22 June 2020.

An unlimited amount of Students from your school can take part, forming teams of a maximum of 4 Students. A maximum of one team per school/college will be invited to attend the BASE National Final.

JUDGING ENTRIES

Teams will be assessed during the BASE Competition against specific strengths related to the strengths required of an ICAEW Chartered Accountant/ACA student, which will be measured consistently across the BASE Competition.

All teams will be eligible to take part in all parts of the online competition. Finalist teams will be determined via a combination of performance in the online game and the video presentation. Finalist teams will be announced following the closure of the online competition.

The finalist teams once announced will be deemed as final and ICAEW will not enter into any correspondence or discussion with any School or Student on any subject nor will ICAEW or the individual judges accept any submissions or representations or appeals with regard to such decisions, and ICAEW reserves at its sole discretion the right to disqualify Schools, Students or Entries which do not comply with these conditions or for any other reason.

IF YOU WIN A PLACE AT THE NATIONAL FINAL

You will be informed whether your Entry is one of the finalist teams following closure of the online competition. The finalist teams will gain a place at the BASE National Final and further details of the arrangements for the participation in the National Final will be provided to them.

For finalist teams travelling to the BASE National Final, ICAEW will consider contributing, at its discretion, to reasonable travel costs.

USING YOUR PERSONAL INFORMATION

We will treat your personal information in accordance with all applicable Data Protection Legislation. We will use your information for administration, communication and research. To do this we will share your information with our business partners.

We may transfer your information outside the European Economic Area (EEA) eg, to one of our offices. We will ensure that the appropriate safeguards are in place for such transfer.

ICAEW will comply with its data protection and privacy statement, available at icaew.com/dataprotection.

WEBSITE TERMS OF USE

By registering for the Base Competition on the Website you agree to comply with the terms and conditions of use available at <https://www.icaew.com/en/icaew-policies/copyright-notice-and-disclaimer>.