**Terms and Conditions for the use of the APM Competence Framework (2nd edition) by an APM Accredited Training Provider**

1. By paying the annual fee for accreditation with use of the APM Competence Framework, the Accredited Provider accepts these terms and conditions.
2. APM may provide to the Accredited Provider an electronic copy of the APM Competence Framework (2nd edition) (the Competence Framework) which shall comprise the APM Competence Framework, self-assessment documents, complexity guidance, introduction and role profiles.
3. The Competence Framework may only be used by the Accredited Provider in accordance with these terms and conditions.
4. In consideration of the additional annual fee paid each year by the Accredited Provider APM grants an annual licence in relation to the whole or any part of the Competence Framework to the Accredited Provider on a non-exclusive basis as follows:
	1. To store the Competence Framework in a secure manner

b. To give access to the Competence Framework over network(s) which are secure to Authorised Users for the purpose of permitting Authorised Users to:-

1. search, view, retrieve and display the Competence Framework;
2. download the Competence Framework onto the hard disk of the Authorised User's own computer terminal;
3. print off single copies of the Competence Framework; and
4. re-transfer or re-transmit the Competence Framework over network(s) which are secure to other Authorised Users;

c. To use the Competence Framework in the design of training courses, the evaluation of individuals and groups of students for the duration of training programmes and the application process for a training course.

d. To use the Competence Framework in products or services which are specifically dependent on the Competence Framework including use for a product that assesses the competence of individuals against the APM Competence Framework, a database containing APM Competence Framework information, a publication utilising significant amounts of information from the Competence Framework, a course pack or a training course.

In these Terms and conditions the words “Authorised Users” shall mean any individual who is currently:

* employed or engaged under contract by the Accredited Provider (whether on a temporary or permanent basis)
* bidding on behalf of the Accredited Provider for a contract using secure online facilities of the Accredited Provider and who has been issued by the Accredited Provider with permission to use the Competence Framework
* an employee of a client of the Accredited Provider whilst the Accredited Provider is providing training or consultancy to that client, and
* a student enrolled to study on a course provided by the Accredited Provider (whether on a full or part time basis), or who is engaged in research and to whom the Licensee wishes to authorise to have access to the Competence Framework.
1. The Accredited Provider shall procure that the Authorised Users use the Competence Framework only in accordance with the terms of the license granted by APM.
2. The Accredited Provider will not knowingly give access to parts of the Competence Framework that are not in the public domain to any person, firm, company, organisation or other entity which is not an Authorised User.
3. The Accredited Provider shall take reasonable steps to safeguard the intellectual property of APM in the Competence Framework.
4. The Accredited Provider shall comply with APM’s requirements regarding presentation of APM’s brand and trade marks in connection with the Competence Framework.
5. The Accredited Provider shall so far as reasonably practical ensure that each and every part of the Competence Framework used by the Accredited Provider and Authorised Users shall be clearly identified as being an extract of the Competence Framework and shall:
	1. Not remove the copyright notice which appears on the Competence Framework and not remove the disclaimer which appears on the first page of the Competence Framework whether the Competence Framework is reproduced on screen or in printed form, and
	2. Where a part or parts of the Competence Framework is or are used include the copyright notice if not already present.
6. The Accredited Provider shall promptly notify APM of any actual, threatened or suspected infringement of any intellectual property of APM in the Competence Framework which comes to the Accredited Provider’s notice.
7. APM may at any time update the Competence Framework or withdraw any item or part of an item from it or withdraw the whole of the Competence Framework.
8. All rights in the Competence Framework not expressly granted by these terms and conditions are reserved to APM.
9. If the Accredited Provider shall cease to be an Accredited Provider of APM or shall not pay the annual fee for this licence within 30 days of the invoice date the Accredited Provider shall cease to use the parts of the Competence Framework that are not in the public domain.
10. The Accredited Provider shall not, and will procure that no Authorised User shall, loan, publish, adapt, reverse engineer, disassemble, make corrections to or otherwise exploit, modify, create derivative works or combine with any other material the whole or any part of the Competence Framework except to the extent necessary to use the Competence Framework for the purposes described in and in compliance with the terms of the licence granted by clause 4 above.
11. Information that is not in the public domain and is used in connection with or relates to the business, customers, financial or other affairs of APM of which the Accredited Provider becomes aware as a result of its status as an Accredited Provider of APM is Confidential Information. The Accredited Provider shall at all times during the period for which it is an Accredited Provider of APM and thereafter use its reasonable endeavours to keep all Confidential Information confidential and accordingly shall not disclose any Confidential Information to any other person, save that this requirement shall not apply to Confidential Information:
	1. Which is or becomes public knowledge (otherwise than by breach of this term)
	2. Which was in the possession of the Accredited Provider, without restriction as to its disclosure, before receiving it from APM
	3. Which is received from a third party who lawfully acquired it and who is under no obligation regarding its disclosure
	4. Is independently developed without access to the Confidential Information, or
	5. Which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements under the Freedom of Information Act 2000.

Note: In these terms and conditions “APM” means Association for Project Management. Association for Project Management is incorporated by Royal Charter RC000890 and a registered charity No: 1171112. Principal office is Ibis House, Regent Park, Summerleys Road, Princes Risborough, Buckinghamshire HP27 9LE.

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| Licence terms for provision of the Competence Framework to the Accredited Provider (“You”)To be read in conjunction with the Terms and Conditions, which set out the full licence terms | **Access** |
| To store in a secure manner | ✓ |
| To give secure access to your employees, and contractors and to students currently engaged on a course or research with you. | ✓ |
| To use in the design of training courses, the evaluation of individuals and groups of students for the duration of a training programme provided by you to them and the application process for a training course | ✓ |
| To give secure access to an employee of one of your clients whilst you are providing training or consultancy to that client | ✓ |
|  To give secure access to anyone bidding on your behalf | ✓  |
| To use the Competence Framework in products or services which are specifically dependent on it including use for a product that assesses the competence of individuals against the Competence Framework, a database containing Competence Framework information, a publication utilising significant parts of the information from the Competence Framework, a course pack or a training course | ✓ |
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