



# NQA REGULATIONS FOR DIGITAL TRUST FRAMEWORK CERTIFICATION

## PART ONE – CERTIFICATION TERMS

### 1. Regulations

These Regulations set out the process under which NQA Certification Limited, henceforth referred to as NQA, shall assess the Client's product or service against the requirements set out in the current version of the UK Digital Identity and Attributes Trust Framework and relevant Trust Framework scheme requirements, henceforth referred to as the Trust Framework and schemes, with a view to concluding whether or not to issue certification. These Regulations also apply to any periodic surveillance or recertification activity.

### 2. Certification

- 2.1 Any product or service that has been assessed by NQA as being compliant to the requirements set out within Trust Framework (based on the sampled information and evidence provided to or otherwise made available to NQA by the Client), may be granted certification. NQA maintains and makes publicly accessible on request, a directory of certifications.
- 2.2 The role(s) the product or service provides intends to fulfil within the Trust Framework and relevant scheme requirements being met will set the boundaries (scope) of the assessment and certification
- 2.3 The certification issued is a confirmation that the product or service met the requirements of the Trust Framework at the time of the assessment. This provides no guarantee that the product or service will continue to meet the requirements of the Trust Framework on an ongoing basis.
- 2.4 The continuance of certification is dependent on the outcome of periodic surveillance or recertification audits which NQA conducts to assure itself that all of the requirements of the current Trust Framework continue to be met by the product or service.

### 3. Application for Certification

- 3.1 An application shall be submitted, on the prescribed form, for the products or services for which certification is being sought.
- 3.2 The applicant shall clearly define its proposed role(s) within the Trust Framework
- 3.3 The applicant shall clearly define to which schemes requirements (for example Right to Work, Right to Rent or DBS) it is intending to comply.
- 3.4 Where a product or service involves systems or technologies from more than one organisation. The applicant shall take responsibility for ensuring all aspects of its Trust Framework service or product, whether under its direct control or through other arrangements (such as a contract), comply with the requirements of the Trust Framework and relevant scheme(s).
- 3.5 It is the responsibility of Clients to satisfy themselves that the proposed scope of certification in their Application meets their requirements.
- 3.6 The process for certification normally involves a Stage 1 audit of the information pertaining to the Client's product or service, as well as supporting business documentation and processes. This is followed by a Stage 2 audit to determine if the product or service operates in accordance with the requirements of the Trust Framework and related scheme(s). The Stage 2 audit additionally assesses if the requirements related to the operation of the Client's business have been implemented.

### 4. Certification Fees and Payment

- 4.1 An Initial Fee shall be payable in respect of the certification in accordance with the Quote Letter and these Regulations.
- 4.2 The Initial Fee covers the administrative cost of processing the Application and of undertaking the certification activities. Any additional work (including, without limitation, follow up Certification Activities, additional business location(s)) will incur further Supplementary Fees at the day rate as set out on the Quote Letter.
- 4.3 If the Client cancels their Application prior to the certification being scheduled, NQA will refund payment made minus an administration fee equivalent to 50% day rate of one day.

4.4 Once confirmed, an additional fee will be charged if the certification activities are postponed or cancelled by the Client within 20 working days of their planned occurrence. The additional fee chargeable will be based on a percentage of NQA's current standard day rate fee per day, as follows:

- (a) cancellation on the day = 100%,
- (b) cancellation within 5 working days = 90%; and
- (c) cancellation within 6-20 days = 50%.

Additional non-refundable expenditure that has been incurred by NQA (e.g. flights or hotels) will also be charged to the Client.

4.5 The cost of travel time and expenses for certification activities conducted on mainland UK and Republic of Ireland are included within the Initial Fee quoted in the Quote Letter. This is provided on the basis that NQA will utilise the geographically closest certification team.

4.6 In the circumstances set out below, NQA will inform the Client that the Initial Fee quoted in the Quote Letter is exclusive of expenses and travel time. Expenses and travel time will be recharged to the Client in the following circumstances:

- (a) If the Client requests a change to the audit team or requests a small audit team to cover a large geographical spread of locations and this materially increases the travel and subsistence for the certification team. The Client will be informed of the anticipated expenses prior to NQA confirming a new audit team; or
- (b) The assessment is outside of mainland UK and Republic Ireland (which for clarification includes (without limitation) the Shetland Islands, Orkney, Channel Islands, Isle of Wight and the Isle of Man).

4.7 Where material expenditure on flights and hotels is required to be made prior to an assessment, NQA may request the Client to make a full or partial pre-payment towards the cost in advance.

4.8 NQA reserves the right to withhold a certification if any fees or expenses related to certification activities are outstanding.

### 5. Certification Activities

5.1 The Client Management Representative shall be present, or available, throughout the certification activities. Where a management consultant is also present, the Client shall ensure that the consultant does not attempt to influence the course or outcome of the certification activities.

5.2 The Client shall have the right to raise an objection to the composition of the audit team, providing grounds for such objection. NQA shall not unreasonably disregard the grounds for objection.

5.3 The Client shall provide appropriate facilities for such purpose, including office accommodation, and all supporting documentation or (information) sought by the assessor.

5.4 The Client shall ensure its relevant representatives have the capability attend or facilitate (as required) virtual meetings which may be used to conduct elements of the certification activities.

5.5 The Client acknowledges that the estimated duration for the certification activity may be subject to change at any time throughout the certification process.

- (a) The estimated duration for certification during the pilot phase of the Trust Framework certification may be subject to change following changes or interpretations to certification guidance or certification criteria as set out by relevant governing or regulatory bodies (such as UKAS, DCMS or Home Office).
- (b) NQA will conduct a Stage 1 activity prior to the Stage 2 activity taking place. The Stage 1 activity will support the planning process for the Stage 2. An outcome of this activity may require an increase or decrease of estimated duration for the completion of the certification activity.
- (c) NQA will communicate in advance in the event an adjustment to duration is required.
- (d) Any adjustments shall be payable in accordance with the rate detailed on the Quotation Letter.

5.6 Supplemental fees will be payable where NQA is required to undertake additional certification or administrative activities due to changes in the Client's requested certification scope, to address major business or product changes or to address situations where the Client and or its product or service do not meet the requirements of the Trust Framework and scheme(s).

## 6. Access

- 6.1 In order for NQA to be able to carry out its obligations under these Regulations, Clients may be required to provide access to its premises, records and data to:
- representatives of NQA to carry out assessment activities and internal witnessed audits; and
  - the accreditors of NQA or appropriate competent bodies to facilitate the witnessing of NQA conducting assessment activities.

## 7. Appraisal of Application for Certification

- 7.1 When considering an Application following the Certification Activities, NQA may, at its discretion, decide to:
- grant certification, or
  - decline certification.
- 7.2 A certification will not be granted if the Client has not paid the Initial Fee associated with the Application and any Supplementary Fees required due to follow up Certification Activities.
- 7.3 For any nonconformity, this shall be addressed to the satisfaction of the NQA Lead Auditor within stated timeframes from the final day of the certification assessment. NQA shall raise any and all non-conformances and proposed corrective actions with the organisation in writing.
- 7.4 In the event of material nonconformities or deficiencies, NQA at its discretion may determine that additional work is required to satisfy itself that the Trust Framework criteria has been met.

## 8. Certification and Marks

- 8.1 A certification shall be issued only on the basis that the Client has demonstrably met all of the Trust Framework criteria relevant to the Client to NQA's sole satisfaction, and shall be subject to payment of the Initial Fee and any Supplementary Fees by the Client.
- 8.2 The certification of the product or service will typically be issued for a period of two years from the date of certification decision.
- 8.3 Any certification issued by NQA shall detail the Client's scope of certification and incorporating the date of certification and certificate number. The certification shall incorporate the NQA Mark. The certificate and any reports or similar documents prepared by NQA in the course of conducting the Certification Activities are the property of NQA and shall be returned, upon request, to NQA on cessation of certification for whatever reason.
- 8.4 During the currency of its certification, the Client shall be entitled to advertise the fact that its product or service has been certificated against the Trust Framework and shall be entitled to use the NQA Mark for this purpose. All use of the NQA Mark must be in accordance with these Regulations, and any usage guide made available by NQA from time to time in respect of the use of any NQA Mark. The Client shall not be permitted to use any NQA Mark until its certificate is issued.
- 8.5 During the pilot phase of the Trust Framework certification, the use of the Trust Framework trust marks is as yet not finalised. The Client acknowledges that additional requirements will be forthcoming in relation to the use of the Trust Mark.
- 8.6 The Client shall, at any reasonable time, be prepared to produce its certification for inspection by an authorised representative of NQA.

## 9. Conditions of Continued Certification

- 9.1 Certification shall subsist, without renewal, unto the end of the NQA financial year within which certification is granted, subject to the satisfactory outcome of any periodic surveillance and recertification audits carried out by NQA and compliance to these Regulations.
- 9.2 A company certificated by NQA shall be eligible for continued registration subject to:
- Payment of fees
  - Access, by NQA representatives, to the Client's business to effectively conduct assessment activities to ensure continued compliance of the Client's product or services and its business to the Trust Framework criteria
  - Compliance with the requirements or criteria of the Trust Framework and relevant scheme(s)
  - Notification to NQA of any significant changes to the organisation or its product or service. Including major changes to:
    - Policies or objectives
    - The scope or boundaries of the product or services
    - introduce a new service
    - IT systems or business processes used by the provider
    - The location where a major part of the service is undertaken
  - Notification to NQA without delay (maximum 3 working days) of matters that affect the capability of the Client and its products or services to continue to meet the requirements of the Trust Framework. e.g change in legal or ownership status, mergers and acquisitions, change in commercial status (e.g entering into a JV), business disruptive event.

- Notification to NQA without delay of a serious breach or incident in relation to the Client's organisation or products and services

## 10. Surveillance and Recertification Audits

- 10.1 The certification issued to the Client whose product or services has been shown to comply with the criteria against which the assessment was conducted will be subject to periodic surveillance audits at a time prescribed by NQA which would normally be no more than twelve months from the date of certification decision.
- 10.2 Recertification audits will be undertaken prior to the expiry of the certificate, which typically has a two-year duration. Recertification audits will take place three months prior to the expiry of a certification. This is to ensure certification activities can be conducted in good time to avoid expiry of certification.
- 10.3 Following a recertification audit, NQA may, at its discretion, decide to
- Grant continued certification
  - Decline continued certification
- 10.4 Should the decision be to grant continued certification, NQA will reissue the certificate of registration to the client. The reissued certificate will typically be valid for a period of two years.

## 11. Suspension

- 11.1 The certification issued by NQA may temporarily be suspended for a number of reasons including:
- Voluntary cessation (by the client) of the product or service being certificated.
  - The Client and/or its product or service has persistently or seriously failed to meet the Trust Framework or scheme criteria.
  - The Client has not permitted NQA to conduct surveillance or recertification activities within required timescales.
- 11.2 Due to the suspension of the certification related to its product or services, the Client shall not promote any claim to the effect that its product or service is certificated. In addition NQA may notify relevant industry or regulatory bodies that the certification is suspended, if it is required to do so under its own obligations.

## 12. Cancellation and Withdrawal of Certification

- 12.1 NQA may, at any time, cease consideration of an Application, or cancel certification of a Client for failure to make payment of the prescribed fees and charges, as required under these Regulations. The decision to cease consideration of an Application, or to cancel certification, shall be notified to the Client in writing and shall be deemed to become effective at the expiration of fourteen (14) days after the date of dispatch of the letter. Should the Client seek to have their certification reinstated, then NQA may charge a Supplementary Fee to cover the costs involved.
- 12.2 NQA may, at any time, withdraw the certification of the Client if it is shown to the satisfaction of NQA that:
- NQA is instructed to do so by any governmental or regulatory authority;
  - the Client has committed a breach of any of the obligations imposed by these Regulations;
  - If applicable, the Client fails to maintain its compliance with the Trust Framework and relevant scheme criteria
  - the Client attempts to mislead its end-users or stakeholders about the location, capabilities, functionality or source of a product or service within its scope of certification;
  - the Client has made use of the NQA Mark or the Trust Mark in a manner which is likely to bring NQA or the Trust Framework into disrepute;
  - the Client fails to inform NQA of a known breach of legislation which has a direct bearing on the certification granted by NQA;
  - the Client attempts to mislead its end-users, employees, officers, contractors, representatives or any governmental or regulatory authority as to the nature of the certification;
  - the Client becomes bankrupt or insolvent or has a receiving order made against it, or compounds with its creditors or being a corporation commences to be wound up (not being a members voluntary winding up for the purposes of reconstruction) or carries on business under a receiver for the benefit of creditors or any of them or if, in the opinion of NQA, the nature of its work has changed;
  - the Client shall cease to trade or if there be any change in the ownership of the business that materially affects the conditions under which the certification was issued; or
  - the Client performs any act which, in the opinion of NQA, is contrary or prejudicial to the objects or reputation of NQA.
- 12.3 Before deciding whether to withdraw the certification, NQA shall inform the Client, in writing, of their intention to do so and the reason for the withdrawal. NQA shall afford the Client the opportunity to make representation in writing to NQA within fourteen (14) days of the date of recorded dispatch, and shall consider such representation before deciding whether or not to withdraw the certification of the Client's

product or service.

- 13.4 A decision to withdraw the certification shall be notified in. The certification which is withdrawn shall not be transferred or transferable to any other organisation. Notwithstanding any obligations of confidentiality, NQA may make public the withdrawal of certification.

### 13. Complaints and Appeals

- 13.1 NQA has a publicly available description of its process for handling complaints against it. A copy of the complaints process is available at <https://www.nqa.com/en-gb/clients/regulations>.
- 13.2 Any Client has the right to appeal any decision pertaining to the certification process made by NQA and concerning such Client. A copy of the appeals process is available at <https://www.nqa.com/en-gb/clients/regulations>.

### 14. Misuse of Statement of Certification or NQA Marks

- 14.1 Where the Client's certification has been suspended, cancelled or withdrawn, that Client shall not exhibit, or cause to be exhibited, its former certification or any copy of it, either on its premises or elsewhere, nor shall it use or display, or permit to be used or displayed, any reproduction, print or replica of the NQA Mark in any form or on any material whatsoever.
- 14.2 All certificates must be returned promptly to NQA when there is either a legitimate requirement for a change to its detail or upon cessation of the Client's certification.

## PART TWO – LEGAL TERMS

### 15. Formation of the Contract

- 15.1 These Regulations apply to and form part of the Contract between NQA and the Client. They supersede any previously issued terms and conditions of purchase or supply.
- 15.2 No terms or conditions shall form part of the Contract except to the extent that NQA otherwise agrees in writing.
- 15.3 No variation of these Regulations or the Quote Letter shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the NQA.
- 15.4 The Quote Letter (based on the information provided by the Client in the Application) issued by NQA to the Client shall be an offer to purchase Services subject to these Regulations.
- 15.5 The Quote Letter may be withdrawn or amended by NQA at any time before acceptance by the Client.
- 15.6 The offer constituted by the Quote Letter shall remain in effect and be capable of being accepted by the Client for seven (7) days from the date on which NQA submitted the Quote Letter, after which time it shall automatically lapse and be withdrawn.
- 15.7 The offer constituted by the Quote Letter is personal to the Client and can only be accepted in writing by any authorised signatory of the Client to which the Quote Letter is addressed. For the purposes of these Regulations, in writing shall include by email.
- 15.8 By accepting the Quote Letter, the Client agrees to be bound by: (i) these Regulations; and (ii) the Quote Letter. This shall be the order of priority in the event of any inconsistency between these documents.
- 15.9 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

### 16. Payment

- 16.1 All fees and expenses are exclusive of VAT which may be chargeable in addition. The Client shall pay any applicable VAT to NQA on receipt of a valid VAT invoice.
- 16.2 The Client shall pay all invoices:
- (a) in full without deduction or set-off, in cleared funds within thirty (30) days of the date of each invoice; and
- (b) to the bank account nominated by NQA.
- 16.3 Time of payment is of the essence. Where sums due under the Contract are not paid in full by the due date:
- (a) NQA may, without limiting its other rights, charge interest on such sums at 4% a year above the base rate of the Bank of England from time to time in force; and
- (b) interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgement.

### 17. Performance of the Services

- 17.1 The Services shall be performed in accordance with the Quote Letter and these Regulations.
- 17.2 Time of performance of the Services is not of the essence. NQA shall use its reasonable endeavours to meet estimated dates for performance, but any dates referred to in the Quote Letter are approximate only.
- 17.3 NQA shall not be liable for any delay in or failure of performance caused by:

- (a) the Client's failure to:
- (i) make the location(s) available to NQA;
- (ii) prepare the location(s) or information in accordance with NQA's instructions;
- (iii) provide NQA with all required information regarding the Client's organisation, service(s), product(s), event(s) at its location(s) or access to the Client's personnel as necessary for NQA to be able to deliver the Services.
- (b) a Force Majeure Event.

### 18. Warranties

- 18.1 Each party warrants to the other that it has all requisite power and authority to enter into and perform its obligations under the Contract.
- 18.2 Except as may be set out in these Regulations, NQA gives no warranties and makes no representations in relation to the Services or the Certificate of Registration, and all warranties and conditions (including the conditions implied by sections 12 to 16 of the Supply of Goods and Services Act 1982), whether express or implied
- by statute, common law or otherwise are excluded to the extent permitted by law.

### 19. Anti-bribery

- 19.1 For the purposes of this Regulation 19, the expressions adequate procedures and associated with shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 19.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
- (a) all of that party's personnel;
- (b) all others associated with that party; and
- (c) all of that party's subcontractors; involved in performing the Contract so comply.
- 19.3 Without limitation to Regulation 19.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such improper payment to be made or received on its behalf, either in the UK or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 19.4 Each party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements in this Regulation 19.

### 20. Anti-slavery

- 20.1 The Client undertakes, warrants and represents that:
- (a) neither the Client nor any of its officers, employees, agents or subcontractors has:
- (i) committed an offence under the Modern Slavery Act 2015;
- (ii) been notified that it is subject to an investigation relating to an alleged offence or prosecution under the Modern Slavery Act 2015; or
- (iii) been made aware of any circumstances in its supply chain that could give rise to an investigation relating to an alleged offence or prosecution under the Modern Slavery Act 2015;
- (b) it shall notify NQA immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Client's obligations under Regulation 20.1(a). Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Client's obligations.

### 21. Data Protection

- 21.1 For the purposes of this Regulation 21, the terms controller, processor, personal data, personal data breach, data subject, processing and supervisory authority shall have the meaning given to them in the Data Protection Laws.
- 21.2 The parties acknowledge and agree that it is the factual arrangement between them which dictates the role and status of each party under Data Protection Laws in respect of the processing of personal data of data subjects under the Contract.
- 21.3 Notwithstanding Regulation 21.2, the parties anticipate that they shall each separately determine the purposes for which and the manner in which any personal data of a data subject is or will be processed by them and that the parties are therefore, for the purposes of the Contract, each a controller of such personal data.
- 21.4 The parties shall comply with all applicable obligations imposed by or made under the requirements of any Data Protection Laws that apply in connection with the Contract.
- 21.5 The Client undertakes, warrants and represents that:
- (a) it has the right to allow NQA access to the personal data that it holds as required to enable NQA to deliver the Services; and
- (b) it has obtained any necessary consents from data subjects in respect of any such access or has otherwise ensured that there is a lawful basis for allowing such access, so that the personal data of data subjects can be lawfully used by NQA for the purposes of delivering the Services.

- 21.6 The parties agree to reasonably co-operate with one another in responding to:
- (a) any requests made by data subjects exercising their rights under the Data Protection Laws; and
  - (b) any correspondence from a supervisory authority;
- in each case where any such requests or correspondence relate to or impact the processing of personal data by either party in connection with the Contract.
- 21.7 The Client shall notify NQA upon becoming aware of any actual, suspected or threatened personal data breach affecting the personal data processed in connection with the Contract and, together with such notice, shall provide a written description of the personal data breach particulars.
- 21.8 The Client shall indemnify and keep indemnified NQA in full from and against all claims, proceedings, actions, damages, costs, fines, expenses and any other liabilities which may arise out of, or in consequence of, any personal data breach and any breach or purported breach of the Data Protection Laws, including loss of or damage to property, financial loss arising from any breach of the Data Protection Laws or any other loss which is caused directly or indirectly by any act or omission arising from any breach of the Data Protection Laws.

## 22. Intellectual Property Rights

- 22.1 All Intellectual Property Rights in or arising out of or in connection with the Services (including, without limitation, all Intellectual Property Rights in the NQA Mark) shall be owned by NQA (or its licensors).
- 22.2 Subject to NQA issuing a certification in accordance with these Regulations, NQA grants to the Client a non-exclusive, revocable, royalty-free licence to use the NQA Mark in accordance with the applicable NQA Marks usage guide made available by NQA from time to time.
- 22.3 The Client shall not be entitled to sub-license, assign or otherwise transfer the licence granted in Regulation 22.2.
- 22.4 For the avoidance of doubt, the licence granted in Regulation 20.2 shall automatically terminate on the cancellation or withdrawal by NQA of the certification in accordance with Regulation 22.2

## 23. Confidentiality

- 23.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five (5) years after termination or expiry of the Contract, disclose to any person any Confidential Information of the other party, except as permitted by Regulation 23.2 below.
- 23.2 Each party may disclose the other party's Confidential Information:
- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Regulation 21; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 23.3 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

## 24. Limitation of Liability

- 24.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this Regulation 24.
- 24.2 Subject to Regulation 24.3:
- (a) NQA's total aggregate liability shall not exceed a sum equal to the total fees payable to NQA under the Contract.
  - (b) NQA shall not be liable for consequential, indirect or special losses.
  - (c) NQA shall not be liable for any of the following (whether direct or indirect): (i) loss of profit; (ii) loss of data; (iii) loss of use; (iv) loss of production; (v) loss of contract; (vi) loss of opportunity; (vii) loss of savings, discount or rebate (whether actual or anticipated); or (viii) harm to reputation or loss of goodwill.
- 24.3 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) any other losses which cannot be excluded or limited by applicable law;
  - (d) any losses caused by wilful misconduct.

## 25. Force Majeure Event

- 25.1 A party shall not be liable if delayed in or prevented from performing its obligations due to a Force Majeure Event, provided that it:
- (a) promptly notifies the other of the Force Majeure Event and its expected duration; and
  - (b) uses best endeavours to minimise the effects of that Force Majeure Event.
- 25.2 If, due to a Force Majeure Event, a party:
- (a) is or shall be unable to perform a material obligation; or
  - (b) is delayed in or prevented from performing its obligations for a continuous period exceeding thirty (30) days;
- the parties shall renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.

## 26. Termination

- 26.1 The Contract shall automatically terminate in the event of cancellation or withdrawal of the certification by NQA in accordance with Regulation 12 above.
- 26.2 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of NQA at any time up to the date of termination or expiry.

## 27. Notices

- 27.1 Any notice given by a party under these Regulations shall:
- (a) be in writing and in English;
  - (b) be signed by, or on behalf of, the party giving it (except for notices sent by email); and
  - (c) be sent to the relevant party at the address set out in the Quote Letter.
- 27.2 Notices may be given, and are deemed received:
- (a) by hand: on receipt of a signature at the time of delivery;
  - (b) by post: at 9.00 am on the second Business Day after posting;
  - (c) by air mail post: at 9.00 am on the fourth Business Day after posting; and
  - (d) by email (provided a copy is also sent by first class post): on receipt of a delivery confirmation or read receipt email from the correct address.
- 27.3 Any change to the contact details of a party as set out in the Quote Letter shall be notified to the other party in accordance with Regulations 25.1 and 25.2 and shall be effective:
- (a) on the date specified in the notice as being the date of such change; or
  - (b) if no date is so specified, seven (7) days after the notice is deemed to be received.
- 27.4 All references to time are to the local time at the place of deemed receipt.
- 27.5 This clause does not apply to notices given in legal proceedings or arbitration.

## 28. General

- 28.1 **Entire Agreement**
- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
  - (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representations, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
  - (c) Nothing in this clause shall limit or exclude any liability for fraud.
- 28.2 **Assignment and other dealings**
- (a) NQA may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
  - (b) The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of NQA.
- 28.3 **Third Party Rights**
- (a) Except as expressly provided for in Regulation 26.3, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.
  - (b) Any Affiliate of NQA shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.



**28.4 No Waiver**

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law

shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**28.5 Variation**

(a) NQA shall be entitled to vary these Regulations from time to time as it sees fit. NQA shall ensure that all changes to the Regulations and/or these Terms of Business are notified on its website, and that any material changes are subject to not less than thirty (30) days' written notice to the Client.

(b) Except as otherwise provided for in Regulation 26.5(a), no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**28.6 Severance**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**28.7 Governing Law**

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

**28.8 Jurisdiction**

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

# PART THREE – DEFINITIONS

In these Regulations, the following terms shall have the following meanings:

## Affiliate

means any entity that directly or indirectly controls, is controlled by or is under common control with, another entity, where control has the meaning given to it in s.1124 of the Corporation Tax Act 2010

## Application

means the application completed by the Client setting out the details of the certification services they require from NQA

## Certification

means the formal declaration of conformity issued by NQA. Declaring that a product or service has met the criteria for a defined purpose (or scope). The content related to the certification is issued in a physical or digital format through a certificate.

## Client

means the organisation (whether a limited company, partnership, government department, local authority, registered charity, charitable incorporated organisations or other appropriate body, depending on the circumstances) whose product or service NQA is certifying for compliance with the Trust Framework and relevant Scheme criteria in accordance with these Regulations

## Client Management Representative

means the person, nominated by the organisation, who is fully conversant with the Trust Framework Criteria and how the Client intends to demonstrate compliance to the Trust Framework and relevant scheme requirements.

## Confidential Information

means any commercial, financial or technical information, information relating to the Services, plans, know-how, trade secrets, personal data or any other information which is obviously confidential or has been identified as such

## Contract

means the agreement between NQA and the Client for the provision of the Services, incorporating these Regulations and the Quote Letter

## Data Protection Laws

means all applicable laws relating to the use of personal data, including (without limitation): (i) the General Data Protection Regulation 2016/679 (GDPR); (ii) the European Directive 2002/58/EC on privacy and electronic communications; (iii) the UK Data Protection Act 2018 (DPA); (iv) the UK Privacy and Electronic Communications (EC Directive) Regulations 2003; and (v) any laws which implement such laws in any applicable jurisdiction (in each case, as amended replaced and/or superseded from time to time);

## Force Majeure Event

means any circumstance not within a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under these Regulations (but always excluding the Client's inability to pay or circumstances resulting in the Client's inability to pay), including (without limitation):

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion riots, war, threat of or preparation for war, armed conflict, imposition of sanction, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on force majeure provisions in these Regulation); or
- (h) interruption or failure of utility services

## Initial Fee

means the initial fee covering the administrative costs of processing the Application and of undertaking the Certification Activities described in these Regulations, as set out in the Quote Letter

## Intellectual Property Rights

means any copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in

confidential information, rights to sue for passing off, domain names and all similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future; and
- (e) in whichever part of the world existing

## NQA

means NQA Certification Limited (No. 9351758) whose registered office is at Warwick House, Houghton Hall Park, Houghton Regis, Dunstable, Bedfordshire LU5 5ZX

## NQA Mark

means the relevant NQA certification mark available at: <https://www.nqa.com/en-gb/clients/logos>

## Trust Mark

means the relevant mark or logo as defined by the governing body of the Digital Identity and Attributes Trust Framework

## Quote Letter

means the quote letter issued by NQA to the Client setting out the scope of certification services to be provided and the fees to be charged for the services, based on the information provided by the Client in the Application

## Regulations

means these regulations which apply to the Certification Activities conducted by NQA of the Client's operations, relating to the Client's compliance with the Trust Framework and relevant scheme criteria, and a reference to a Regulation is to the numbered provision in these Regulations

## Scheme

A use case for the Trust Framework which contains specific requirements for service providers. For example undertaking right to work checks using digital identities within the Trust Framework.

## Services

means the certification services to be provided by NQA to the Client as set out in the Quote Letter

## Supplementary Fees

means any fees payable for supplementary costs incurred in respect of conducting additional work not provided for in the Quote Letter (including, without limitation, the costs of conducting assessment activity on new services or functionality)

## NQA Certification Limited

NQA is a division of NQA Certification Limited  
Registered in England No. 9351758

## Registered Office:

Warwick House, Houghton Hall Park, Houghton Regis, Dunstable, Bedfordshire, LU5 5ZX

Website: [www.nqa.com](http://www.nqa.com)

Regulations Relating to Registration Updated: August 2021.

[www.nqa.com](http://www.nqa.com)



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NQA/TRUSTFRAMEWORK/V1/APR22

