

## **RICS Tech Partner Programme Terms and Conditions**

### **1. Interpretation**

#### **1.1. Definitions:**

The following definitions and rules of interpretation apply in these terms and conditions ("T&Cs").

<b>Agreement:</b>	means the agreement constituted by the RICS Tech Partner Application Form, these T&Cs, the RICS Tech Partner Code of Conduct, the RICS Branding Guidelines as such are updated or amended from time to time.
<b>Business Days:</b>	means any day, other than a Saturday or a Sunday on which banks are generally open for business in London.
<b>Commencement Date:</b>	the date on which RICS confirms that the Qualification Criteria (as defined in clause 3.1) have been met.
<b>Confidential Information:</b>	means any information which has been designated as confidential by either Party in writing or that ought, given its very nature, to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, finances, operations, plans, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, members, customers and suppliers of either Party, all personal data and special category personal data within the meaning of Data Protection Laws.
<b>Data Protection Laws</b>	means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the UK Data Protection Act; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a Party.
<b>Designation:</b>	the designation "RICS Tech Partner".

<b>Extended Term:</b>	shall have the meaning given by clause 2.3 of these T&Cs.
<b>Initial Term:</b>	shall have the meaning given to it by clause 2.3.
<b>Intellectual Property Rights:</b>	all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions, and all similar or equivalent rights or forms of protection in any part of the world.
<b>Party</b>	means either of RICS or the Tech Partner and “Parties” shall be construed accordingly.
<b>RICS Branding:</b>	the RICS' Marks and the Designation used by the Tech Partner.
<b>RICS Branding Guidelines:</b>	RICS' guidelines setting out the technical requirements for the reproduction of the RICS Branding, as amended by RICS from time to time, the most up-to-date version of which being <a href="#">available here</a>
<b>RICS Tech Partner Code of Conduct:</b>	RICS' guidelines setting out the expect standards of Tech Partner conduct and behaviour, as amended by RICS from time to time the most up-to-date version of which being <a href="#">available here</a>
<b>RICS Data Standard(s):</b>	The suite of RICS Data Standards which define a set of data models for the capture, verification and sharing of information based on current and future International Standards and RICS Professional Statements including but not limited to IPMS, ICMS, ILMS, IVS and the RICS Home Survey.
<b>RICS IPR:</b>	all of RICS' Intellectual Property Rights including but not limited to the RICS Branding and the RICS Data Standard.
<b>RICS' Marks:</b>	the marks provided by RICS from time to time and identified as such, together with any associated artwork, design, slogan, text and other collateral marketing signs of RICS that are to be used in connection with the Services.
<b>Services:</b>	the services to be provided by RICS under the Agreement as set out in Schedule 1 of these T&Cs.

<b>Tech Partner:</b>	the person, entity or organisation named in the relevant Tech Partner Application Form.
<b>Tech Partner's Mark:</b>	the mark provided by the Tech Partner from time to time and identified at such, together with any associated artwork, design, slogan, text and other collateral marketing signs of the Tech Partner that are to be used in connection with the Services.
<b>Tech Partner's Systems:</b>	any information technology system or systems owned or operated by the Tech Partner from which the RICS Data Standard(s) is or are integrated in accordance with the Agreement.
<b>Term:</b>	the Initial Term and each Extended Term.
<b>VAT:</b>	value added tax chargeable under English law for the time being and any similar additional tax.

## 2. Commencement and duration

- 2.1. RICS shall provide the Services to the Tech Partner in accordance with these T&Cs from the Commencement Date.
- 2.2. RICS hereby grants to the Tech Partner a revocable, non-exclusive, non-transferable right to use RICS' Branding during the Initial Term and any Extended Term.
- 2.3. The Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with clause 9, the Agreement shall continue for 12 months ("**Initial Term**") and, subject to clauses 2.4 and 2.5, shall continue for subsequent periods of 12 months (each an "**Extended Term**").
- 2.4. Not less than 60 days before the end of each Term, RICS shall send to Tech Partner a renewal form which must be completed and returned to RICS by not less than 1 day before the end of the then current Term (the "**Deadline**"). If such completed renewal form is not received by RICS by the Deadline the then current Term shall not extend or renew and the Agreement shall expire at the end of the then current Term.
- 2.5. RICS may give written notice to the Tech Partner, not later than 3 months before the end of any Term, that the Agreement will not be extended for a further Term and will expire at the end of the then current Term.

## 3. Obligations of the Tech Partner

- 3.1. To be accepted as a member of the RICS Tech Partner Programme and accredited RICS Tech Partner, the Tech Partner must:
  - 3.1.1. read and agree to comply with the RICS Tech Partner Code of Conduct and the RICS Branding Guidelines;
  - 3.1.2. complete the Tech Partner Application Form and pass the RICS due diligence investigations; and
  - 3.1.3. be approved for membership, at RICS' sole discretion, following the outcome of such investigations,

together, the “**Qualification Criteria**”.

- 3.2. Subject always to the Tech Partner meeting and complying with the Qualification Criteria set out at clause 3.1, the Tech Partner warrants that it shall:
  - 3.2.1.co-operate with RICS in all matters relating to the RICS Tech Partner Programme;
  - 3.2.2.comply with the RICS Tech Partner Code of Conduct and the RICS Branding Guidelines;
  - 3.2.3.supply a digital logo and a short abstract describing the services offered by the Tech Partner for use on designated Tech Partner Programme webpage on [www.rics.org](http://www.rics.org);
- 3.3. The Tech Partner further warrants and undertakes to RICS that it shall:
  - 3.3.1.notify RICS immediately on becoming aware that it no longer meets the Qualification Criteria;
  - 3.3.2.ensure that it is in compliance with the most up to date versions of the RICS Branding Guidelines and the RICS Tech Partner Code of Conduct (as notified to it by RICS from time to time) and notify RICS in writing immediately it becomes aware of any breach of either;
  - 3.3.3.use the RICS Branding and other branding materials provided by RICS in accordance with the RICS Branding Guidelines;
  - 3.3.4.only use the RICS Branding to represent participation in the RICS Tech Partner Programme and shall not misrepresent the logo as denoting any form of formal endorsement of any of the Tech Partner’s solutions by RICS;
  - 3.3.5.comply strictly with all directions of RICS regarding the form, manner and type of use of RICS’ IPR as notified by RICS from time to time; and
  - 3.3.6.not hold itself out as being anyway affiliated with, regulated by or in any other way associated RICS other than as a RICS Tech Partner in accordance with the terms of the Agreement.
- 3.4. The Tech Partner further agrees:
  - 3.4.1 that it will use reasonable endeavours to promote and support the adoption of all relevant RICS Data Standards, guidance and best practice where possible and appropriate; and
  - 3.4.2 that it may embed the RICS Data Standard into its solutions and, where it chooses to do so, it will ensure such solution’s continued compliance with the most up to date RICS Data Standard(s).
- 3.5. The Tech Partner acknowledges that any breach of this clause 3 or clause 12 will be a material breach for the purposes of clause 9.

#### **4. Responsibilities of RICS**

- 4.1. RICS shall:
  - 4.1.1.perform the Services with reasonable care and skill; and

4.1.2. comply with all applicable laws, statutes, regulations from time to time in force.

- 4.2. RICS warrants that it has the right to use all relevant RICS Data Standard(s) as specified in these T&Cs.
- 4.3. Except as expressly stated in the Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

## **5. Intellectual Property**

- 5.1. RICS shall retain ownership of all RICS IPR and the Tech Partner shall retain all Intellectual Property Rights in the Tech Partner's Mark.
- 5.2. RICS grants the Tech Partner a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to use the RICS Branding for the purpose of participating in the RICS Tech Partner Programme and promoting the RICS Tech Partner Programme during the term of the agreement.
- 5.3. The Tech Partner grants RICS a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to use the Tech Partner's Mark for the term of the Agreement for the purpose of promoting the Tech Partner as an accredited member of the RICS Tech Partner Programme in accordance with the Agreement.
- 5.4. Each Party warrants that use of the RICS Branding and the Tech Partner's Mark, respectively, shall not infringe the Intellectual Property Rights, of any third party.

## **6. Confidentiality**

- 6.1. Each Party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customer, clients or suppliers or the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by clause 6.2.
- 6.2. Each Party may disclose the other Party's Confidential Information:
  - 6.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with the Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information comply with this clause 6; and
  - 6.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 6.3. No Party shall use any other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

## **7. Data Protection**

- 7.1. Each Party will comply in full with all Data Protection Laws.
- 7.2. The Tech Partner shall not process personal data on behalf of RICS in connection with the Agreement and, in the event that the Tech Partner wishes to process personal data

on behalf of RICS, it shall first enter into appropriate data protection contractual undertakings with RICS and as required by the Data Protection Laws.

## **8. Limitation of liability**

- 8.1. Nothing in the Agreement limits or excludes either Party's liability for:
- 8.1.1. death or personal injury caused by its negligence;
  - 8.1.2. fraud or fraudulent misrepresentation; or
  - 8.1.3. any other liability which cannot be limited or excluded by applicable law.
- 8.2. Subject to clause 8.1, neither Party shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:
- 8.2.1. loss of profits;
  - 8.2.2. loss of sales or business;
  - 8.2.3. loss of agreements or contracts;
  - 8.2.4. loss of anticipated savings;
  - 8.2.5. loss of or damage to goodwill;
  - 8.2.6. loss of use or corruption of software, data or information;
  - 8.2.7. any indirect or consequential loss.
- 8.3. Subject to clauses 8.1 and 8.2, RICS' total liability to the Tech Partner, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement shall be limited to £1,000
- 8.4. The Tech Partner shall indemnify and keep RICS indemnified against any and all liability, costs (including legal costs), expenses, damages and losses (whether direct or indirect) incurred by RICS as a result of or in connection with (a) any breach of Data Protection Laws (b) any breach of the Agreement by the Tech Partner and/or (c) any liability arising as a result of RICS' use of the Tech Partner's Mark.

## **9. Termination**

- 9.1. Without affecting any other right or remedy available to it, either Party may terminate the Agreement with immediate effect by giving written notice to the other Party if:
- 9.1.1. the other Party commits a material breach of any of these T&Cs which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
  - 9.1.2. the other Party repeatedly breaches any of the terms of these T&Cs in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement; or
  - 9.1.3. there is a change of control of the other Party.

- 9.2. Without affecting any other right or remedy available to it, RICS may terminate the Agreement with immediate effect by giving written notice to the Tech Partner if the Tech Partner fails, at any point during any Term, to meet the Qualification Criteria.
- 9.3. Without affecting any other right of remedy available to it, where RICS, at its sole discretion, decides to terminate the RICS Tech Partner Programme, RICS may terminate the Agreement on giving not less than 6 months' notice to the Tech Partner at any time.

## **10. Consequences of termination**

- 10.1. On termination or expiry of the Agreement for any reason:
  - 10.1.1. all licences granted under the Agreement shall immediately terminate;
  - 10.1.2. RICS shall within 10 working days take down, remove and/or delete all content relating to the Tech Partner from the RICS Tech Partners' web page and any other web pages where the Tech Partner appears and withdraw, remove the Tech Partner from all future promotional activity;
  - 10.1.3. The Tech Partner shall immediately cease use of the RICS Branding, take down, remove and/or delete all contents and references to the RICS Tech Partner Programme and cease to hold itself out as a RICS Tech Partner; and
  - 10.1.4. the following clauses shall continue in force: clause 6 (Confidentiality), clause 8 (Limitation of liability) and this clause 10 (Consequences of termination).
- 10.2. Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

## **11. Dispute Resolution**

- 11.1. If any dispute arises in connection with the Agreement, the Tech Partner Contact and relevant RICS designated account manager shall, within five (5) Business Days of a written request from one Party to the other, meet in a good faith effort to resolve the dispute.
- 11.2. If the dispute is not resolved at that meeting, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must give notice in writing ("ADR notice") to the other Party requesting mediation. A copy of the request shall be sent to CEDR Solve. The mediation shall start not later than twenty (20) Business Days after the date of the ADR notice.
- 11.3. No Party may commence any court proceedings in relation to any dispute arising out of the Agreement until it has attempted to settle the dispute by mediation, and either the mediation has terminated or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

## **12. Compliance**

The Tech Partner warrants and undertakes to RICS that:

- 12.1. neither the Tech Partner nor any of its officers, employees or its subcontractors or suppliers has committed or been investigated for an offence involving bribery, corruption or slavery or will do so;
- 12.2. it will comply with all applicable laws, including the Bribery Act 2010, regulations and codes of conduct in relation to anti-bribery and anti-corruption and the Modern Slavery Act 2015;
- 12.3. it shall maintain, implement and comply with its own policies and procedures for compliance with law and regulation, including the Bribery Act 2010 and Modern Slavery Act 2015 and shall comply with any additional policy requirements stipulated by RICS;
- 12.4. neither the Tech Partner nor any of its officers, employees, agents, sub-contractors or any person acting on its behalf has offered, given or agreed to give any person any inducements or reward (or anything which might be considered an inducement or reward) in connection with the Agreement; and
- 12.5. it shall notify RICS immediately in writing if it becomes aware of any breach of this clause 12.

### **13. General**

- 13.1. No failure or delay by a Party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy.
- 13.2. If any provision (or part of any provision) of these T&Cs is held to be invalid, illegal or unenforceable, the remaining provision or part of the provision shall remain valid and not be affected.
- 13.3. These T&Cs, the Tech Partner Application Form, the RICS Tech Partner Code of Conduct and the RICS Branding Guidelines constitute the entire agreement between the Parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.4. The Tech Partner shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement, unless it has been agreed in writing by RICS.
- 13.5. Nothing in the Agreement is intended to or shall be deemed to establish any partnership or joint venture between any of the Parties.
- 13.6. No one other than RICS and the Tech Partner shall have any right to enforce any of the terms of the Agreement.
- 13.7. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 13.8. Each party irrevocably agrees 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 Agreement or its subject matter or formation (including non-contractual disputes or claims).



## Schedule 1 Services

During each Term, RICS shall carry out the activities set out in this Schedule 1:

In performance of the Services, RICS shall:

- i. allocate the Tech Partner a designated account manager;
- ii. provide certain market research information for internal use only by the Tech Partner for the purpose of product development and improvement;
- iii. where appropriate, provide advice and guidance on the interpretation of RICS standards;
- iv. list the Tech Partner on a designated section of the RICS website to demonstrate the relationship and products;
- v. provide supporting, objective quotes for promotion purposes where appropriate and as agreed between the Parties;
- vi. where RICS data products are part of the solution, RICS and the Tech Partner will produce a case study; and
- vii. if RICS data products staff are given access to products, products may be used as demonstrator where possible and appropriate.

