



## Terms & Conditions of participation in the Primary Science Quality Mark award programme (“Terms and Conditions”)

The Primary Science Quality Mark (“**PSQM**”) programme is an award scheme delivered by the University of Hertfordshire Higher Education Corporation (“**Organiser**”).

The purpose of the PSQM is to enable primary schools across the United Kingdom to evaluate, strengthen and celebrate their science provision, and each Participant (as defined below in clause 1) may achieve a PSQM award through a process of initial audit, action and reflection.

In addition to the Terms and Conditions, Participants shall be subject to the guidelines, rules, privacy policy and legal statements applicable to the PSQM programme which is posted by the Organiser from time to time on the PSQM website ([www.psqm.org.uk](http://www.psqm.org.uk)). All such guidelines, rules, privacy policy and legal statements are hereby incorporated by reference into the Terms and Conditions, and shall form the entire agreement (“**Agreement**”) between the Organiser and each Participant with respect to the PSQM programme. In case of any discrepancy or inconsistency between the Terms and Conditions, any guidelines, rules, privacy policy and legal statements, these Terms and Conditions shall prevail.

In consideration of the Organiser’s provision of the PSQM programme, Participants agree to comply with the terms and conditions of the Agreement, and such Agreement is deemed to have commenced upon acceptance by the Organiser of such Participant’s registration form for the PSQM programme and will be in force until the notification of the award has been made, or earlier termination in accordance with these Terms and Conditions.

### 1. Application to take part in PSQM

#### Eligibility

- i. The PSQM programme is open to all primary schools in the UK. To participate, each school must fulfil the eligibility as a “**Participant**” as set out in clause 1(ii) and is required to submit a single application to the Organiser.
- ii. For the purpose of the PSQM programme,

“ <b>Participant</b> ”	means a school with an official Organisation Registration Number (as defined below);
“ <b>DFE</b> ”	means Department For Education;
“ <b>Organisation Registration Number</b> ”	means: a. a DFE number which is a unique number issued by DFE for an individual school or a federation of schools in England, OR b. a Roll number which is a unique number issued for each individual school in Northern Ireland, OR

	<p>c. a SEED number which is a unique number issued by the Scottish Executive Education Department for an individual school in Scotland, OR</p> <p>d. a School number which is for an individual school in Wales.</p>
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iii. For the avoidance of doubt:

a. the term “**primary school**” referred to in this set of Terms and Conditions shall include primary school, middle school, infant school, junior school, special school and independent preparatory school;

b. in the case of a federation of schools in England, only primary schools that are recognised by the DFE as one federation of schools prior to their registration submission for the PSQM programme will be accepted by the Organiser as a single registration;

c. primary schools in England that form a cluster group to work together but are not officially federated by DFE and have individual DFE numbers are required to register individually; and

d. primary schools attached to an academy are required to participate in the PSQM programme separately.

iv. The Organiser may, at its own discretion, reject or refuse to accept a registration from any schools without giving reasons.

### **Registration**

v. To participate, each Participant must nominate one member of its staff as a science subject leader (“**Science Subject Leader**”) who will take a leading role on behalf of the school during the participation in the PSQM programme.

vi. Each registration form to participate must be completed by the Science Subject Leader, signed by the school’s head teacher, and then sent to the Organiser by the set due date as specified in the registration form.

vii. All Participants are required to quote their Organisation Registration Number on their registration form.

viii. Once an registration for participation in the PSQM programme is accepted, the Organiser will send a written confirmation to the Science Subject Leader of the Participant by email

ix. The Participant acknowledges and agrees that an invoice for the participation fee (“**Fee**”), together with information about its corresponding hub leader in the PSQM programme will be sent to it from the Organiser, and the Participant will pay the Fee in accordance with the payment terms specified in the invoice (unless an arrangement has been made for a separate entity to pay all or part of the Fee on the Participant’s behalf).

- x. The Organiser will notify the local PSQM hub leader who will then contact the Participant to arrange for the first continuing professional development (“CPD”) training session.
- xi. Each Participant will receive its login details and account designation for the access of the PSQM web portal from the Organiser upon acceptance by the Organiser of such Participant’s application and before the first CPD session. Each Participant hereby agrees that it will be responsible for maintaining the confidentiality of its PSQM login details and account, and that it will be fully responsible for all activities that occur under its PSQM account.
- xii. Each Participant is required to accept the Terms and Conditions before they can access the PSQM portal.
- xiii. Application for participation in Spring Rounds must be received by 28th February in each PSQM programme year.
- xiv. Application for participation in Autumn Rounds must be received by 15th September in each PSQM programme year.

## **2. Participation in PSQM**

- i. Each Participant may arrange for up to two members of its staff including the Science Subject Leader to attend each of the set compulsory CPD sessions.
- ii. Attendance by Participants at PSQM hub CPD sessions is compulsory. Each Participant’s Science Subject Leader is obliged to attend the set compulsory CPD sessions and complete the required gap tasks. If the Science Subject Leader is not able to attend, the Participant shall arrange for an alternate member of staff to attend on its behalf.
- iii. In the event of non-attendance, or inability to complete gap tasks, Participants must contact their corresponding PSQM hub leader to arrange a meeting to discuss their work and progress in the PSQM programme.

## **3. Submission for PSQM award**

- i. Submission for PSQM award must be made via the PSQM online portal.
- ii. To submit for PSQM award, each Participant shall submit its supporting evidence in accordance with the requirements as set out by the Organiser, and such supporting evidence shall consist of six (6) core documents. No further documents either in paper form or electronic format will be required or permitted.
- iii. Each Participant’s submission for PSQM award will be made by the corresponding PSQM hub leader on its behalf.
- iv. The deadline for Spring Round submissions is end of March and an exact due date will be announced by the Organiser on the PSQM website near the time.
- v. The deadline for Autumn Round submissions is end of June and an exact due date will be announced by the Organiser on the PSQM website near the time

vi. Under exceptional circumstances, the Organiser may, in its own discretion, accept a Participant's request to defer a submission for the PSQM award and such request must be made by the Participant in writing three (3) months prior to the submission deadline.

By way of illustration:

a. if a Participant is due to submit at the end of March, its deferral request must be received by the Organiser no later than 1st January in the same PSQM programme year; or

b. if a Participant is due to submit at the end of June, its deferral request must be received by the Organiser no later than 1st April in the same PSQM programme year.

vii. Deferrals will only be granted by the Organiser where the request has arisen because of circumstances beyond the Participant's reasonable control and for the avoidance of doubt, deferral request on the grounds of issues with timing will not be accepted by the Organiser. Each Participant acknowledges and agrees that the Organiser has its sole discretion to grant such deferral and that its decision is final.

viii. Under exceptional circumstances, the Organiser may, at its own discretion, accept a Participant's request to extend the submittal deadline. Such request must be made by the Participant in writing from six (6) weeks prior to the submittal deadline. Each Participant acknowledges and agrees that the Organiser has its sole discretion to grant such extension and that its decision is final.

#### **4. Awards**

i. PSQM awards are made by the Organiser following a process of review and moderation.

ii. Further information for the review and moderation process will be announced near the time and can be provided upon request before an award decision is made.

iii. Participants will be informed of the outcome of the review in May (for Spring Rounds) or September (for Autumn Rounds) respectively.

iv. The Organiser reserves the right to alter or amend the registration, review and moderation process if necessary.

v. The Organiser reserves the right in its sole discretion to disqualify any Participant they find to be tampering with the registration, review and moderation process or the operation of the PSQM programme or to be acting in violation of these Terms and Conditions or in an inappropriate or disruptive manner.

vi. By submitting the registration form, each Participant agrees to be bound by the decisions of the PSQM awards review panel which is final and there is no right of appeal.

#### **5. Charges**

##### **i. Participation**

The Fees for each Participant are £850. A discount may apply to Participants in very small school size subject to an approval from the Organiser. Further information about such discount can be provided upon request.

## ii. Deferrals

Please note that deferrals will incur a fixed one-off administrative fee of £100 per Participant. Additional fees may be charged to the Participant by the Organiser to meet additional training and support costs as determined by the Organiser up to a maximum of £350. These fees may be reduced for schools with fewer than 100 pupils at the discretion of the Organiser.

## iii. Extensions

Participants who are granted an extension to the original submittal deadline will incur a fixed one-off administrative fee of £50.

## iv. Leaving the process or failing to submit

a. Subject to clause 5(iv)(b), Participants may terminate the Agreement with the Organiser at any time during their participation in the PSQM programme by giving seven (7) working days' written notice.

b. The Participant shall be liable to settle the Fees in accordance with the following scale:

### (i) Schools starting PSQM in the Spring term

	Fee payable by school with over 100 pupils	Fee payable by school with fewer than 100 pupils
Withdrawal notification email sent to <a href="mailto:PSQM@herts.ac.uk">PSQM@herts.ac.uk</a> before 31 <sup>st</sup> January	No fee payable	No fee payable
Withdrawal notification email sent to <a href="mailto:PSQM@herts.ac.uk">PSQM@herts.ac.uk</a> after 31 <sup>st</sup> January but before first training session attended	£100	£50
Withdrawal notification email sent to <a href="mailto:PSQM@herts.ac.uk">PSQM@herts.ac.uk</a> after first training session attended	£450	£350
Withdrawal notification email sent to <a href="mailto:PSQM@herts.ac.uk">PSQM@herts.ac.uk</a> after 30 <sup>th</sup> June	£850	£550

### (ii) Schools starting PSQM in the Autumn term

	Fee payable by school with over 100 pupils	Fee payable by school with fewer than 100 pupils
Withdrawal notification email sent to <a href="mailto:PSQM@herts.ac.uk">PSQM@herts.ac.uk</a> before 14 <sup>th</sup> September	No fee payable	No fee payable

Withdrawal notification email sent to <a href="mailto:PSQM@herts.ac.uk">PSQM@herts.ac.uk</a> after 14 <sup>th</sup> September but before first training session attended	£100	£50
Withdrawal notification email sent to <a href="mailto:PSQM@herts.ac.uk">PSQM@herts.ac.uk</a> after first training session attended	£450	£350
Withdrawal notification email sent to <a href="mailto:PSQM@herts.ac.uk">PSQM@herts.ac.uk</a> after 31 <sup>st</sup> December	£850	£550

## 6. PSQM materials and Intellectual Property rights

i. For the purpose of this Agreement, the following words shall have the following meanings:

**“Intellectual Property”** means 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 right, topography rights, moral rights, any other intellectual property 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 of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

**“Submission Content”** means all documents, information and materials of whatever nature and in whatever form (whether written, oral, visual, recorded, graphical, electronic or otherwise) that a Participant may provide to the Organiser relating to the PSQM programme, including any form of multi-media elements containing audio and/or visual content, pictures, drawings, photographs, animation, computer programmes, data, reports and specifications.

ii. Subject to any third party rights, all right, title and interest in and to any Intellectual Property subsisting in and in relation to CPD training materials or any other materials related to the PSQM programme developed by the Organiser shall belong exclusively to the Organiser.

iii. All Submission Content and/or any other property and/or materials furnished to the Organiser by each Participant under this Agreement shall at all times be owned by such Participant. The Organiser agrees not to assert any ownership rights (except for the Organiser’s Intellectual Property) in such materials or the content of such materials during the term of this Agreement unless otherwise agreed by the Participant in writing.

iv. Subject always to the terms and conditions of this Agreement, each Participant hereby grants to the Organiser a non-exclusive, irrevocable, non-transferable (with a right to sub-license), worldwide, royalty free licence to use the Submission Content for the purposes of meeting the Organiser’s obligations under this Agreement, and for the Organiser’s promotion of the PSQM concept and otherwise for the Organiser’s research and training. Where a Participant’s Submission Content issued in the marketing and publicity events of the PSQM programme, the Organiser will, as soon as Version 20210111

reasonably practicable, notify the Participant of such use. All data of Submission Content use for research or training will be anonymised. Each Participant shall ensure that it secures ownership of the Intellectual Property subsisting in its Submission Content, or has a licence to use its Submission Content (with sufficient right to sub-license to the Organiser the rights set out above in this sub-clause) from its employees, students, collaborating schools and agents.

v. In the event that a Participant wishes to use the Organiser's name and/or logo and/or other trade marks regardless of whether registered or not registered for any purposes including without limitation for the purposes of marketing or publicity, such Participant shall obtain the written consent of the Organiser in advance of such use (which consent the Organiser may grant or withhold at its absolute discretion).

vi. In the event that the Organiser wishes to use a Participant's name and/or logo for the marketing and publicity of the PSQM programme, the Organiser will obtain the written consent of such Participant in advance of such use and its name will be acknowledged.

vii. Each Participant acknowledges that the Organiser may occasionally be requested by third parties to access Submission Content for research or evaluation purposes, and that the Organiser will take all reasonable steps to consider and review the purpose of any such requests before granting any sub-licence for such access. Researchers are expected to present purposeful questions that the Organiser considers answerable from within the Submission Content. If access is deemed appropriate, the Organiser will give access either to anonymised data summaries, or randomly selected school submissions on the website, in which case the Organiser will inform the Participant of such arrangement and a researcher will be required to agree to an Acceptable Use Policy, a copy of which can be provided by the Organiser upon request. Researchers will also be expected to provide the Organiser with details of how data is being used.

viii. Each Participant warrants to the Organiser that all Submission Content supplied to the Organiser is up to date and correct, and no part of it will breach or infringe the rights of any person anywhere in the world (including without limitation any Intellectual Property rights). Such parties may include but are not limited to other collaborating schools, colleagues and fellow students.

ix. The Organiser accepts no liability incurred in connection with a breach of any third party rights by any Participant. Any Participant found to be, or alleged to be in breach of any third party rights agrees to indemnify the Organiser for all liabilities incurred by the Organiser in connection with such actual or alleged breach.

x. The Organiser will use its reasonable endeavour to ensure that availability of the PSQM website will be uninterrupted outside scheduled downtime for repairs and upgrades; however, due to the nature of the Internet, this cannot be guaranteed. The Organiser also does not warrant that the use of the PSQM website will not be at risk of any virus or spyware. Each Participant acknowledges and agrees that any material downloaded or otherwise obtained through the use of the PSQM website is done at its own discretion and risk and that it will be solely responsible in the event of any damage caused to its computer system or network or loss of data that may result from the download of any such material or the use of such website.

xi. Each Participant must not misuse the PSQM website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful.

## **7. Data protection**

i. By submitting a registration form to the Organiser or using the PSQM website, each Participant agrees that Submission Content and certain other information (including but not limited to personal data, programme submission, supporting evidence and participation form) will be held and processed by the Organiser in accordance with the Organiser's Data Protection and Privacy Policies, details of which can be found on the Organiser's main data protection web page at <http://www.herts.ac.uk/about-us/freedom-of-information-data-protection/data-protection.cfm> or can be provided upon request to the Organiser.

ii. The Organiser agrees to keep all Participants personal information confidential and not to disclose or transfer any of such information to a third party in any circumstances other than at the specific request of the Participant or as otherwise specified in this Agreement.

iii. Each Participant acknowledges and agrees that the personal information provided by it may be shared by the Organiser with any other parties who, in the Organiser's opinions, need to have access to such information for performing its obligations in relation to the PSQM programme. Each Participant warrants that it has obtained all necessary consents or approvals from such individuals for their personal information to be passed to and processed by the Organiser.

## **8. Notices**

i. All notices served under this Agreement shall be served by hand or sent by recorded delivery. In the case of the Organiser, all notices shall be addressed to the Secretary and Registrar, University of Hertfordshire, College Lane, Hatfield, AL10 9AB, and any complaints about PSQM should be addressed to the PSQM Director, University of Hertfordshire, De Havilland Campus, School of Education, Hatfield, Herts AL10 9AB

## **9. Limitation of Liabilities**

i. Except as expressly set out in this Agreement, all warranties, conditions and other terms implied by statute, common law, custom, trade usage, course of dealings or otherwise are hereby excluded to the fullest extent permitted by law.

ii. Nothing in this Agreement shall limit or exclude any party's liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, or in other circumstances where liability may not be limited or excluded under any applicable law.

iii. Subject to clauses 9(i) and 9(ii):

a. the Organiser shall under no circumstances whatever be liable to a Participant, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement; and

b. the total liability of the Organiser in aggregate to each Participant arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise shall in no circumstances exceed an amount equal to the Fees payable to the Organiser by such Participant.

## 10. General

i. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and nothing in this Agreement shall confer or purport to confer on or operate to give any third party any benefit or any right to enforce any term of this Agreement except as expressly provided in this Agreement.

ii. If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.

iii. Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Organiser and each Participant, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

iv. The Organiser shall not be in breach of this Agreement nor liable for any delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control ("**Force Majeure Event**"), including any of the following: (i) acts of God, flood, earthquake, windstorm or other natural disaster; (ii) terrorist attack, civil war, civil commotion, student sit-ins or riots; (iii) any law or governmental order, rule, regulation or direction, or any action taken by a government or public authority; (iv) fire, explosion or accidental damage; (v) adverse weather conditions; (vi) any labour dispute, including strikes, industrial action or lockouts; (vii) non-performance by suppliers or subcontractors; (viii) collapse of building structures, failure of plant machinery, machinery, equipment, computers or vehicles; (ix) interruption or failure of utility service, including electric power, gas or water; and (x) pandemic or period of national mourning. If the Force Majeure Event continues for a continuous period in excess of one month, either Party may terminate this Agreement on 30 days' written notice to the other.

v. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The Organiser and Participant hereby irrevocably agree that the English Courts will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).