

GENERAL TERMS

The SFIA Trade mark is registered in over 35 countries. Any use of SFIA requires a licence from The SFIA Foundation. This document defines the general terms and conditions that apply to all licences, and describes the forms of licence available from The SFIA Foundation.

The terms in this document form part of all licences issued by SFIA Foundation. Parties licensed by The Foundation are bound by these terms unless their licence specifically states otherwise.

Certain terms used in this document are intended to convey specific meanings. They are listed below under “Definitions”.

Intellectual property and copyright

The Intellectual Property Rights subsisting in the Skills Framework for the Information Age (“SFIA”), in the SFIA name and in any documentation, information, designs and logos issued by the SFIA Foundation shall be and shall remain the sole property of The Foundation. The Foundation holds copyright of all the above mentioned items. Reproduction or *distribution* of SFIA in any form or medium is prohibited unless specifically permitted by licence.

When the *licensee* is licensed to reproduce all or part of SFIA, The Foundation’s intellectual property rights shall be acknowledged by means of an expression such as “this publication contains information from the Skills Framework for the Information Age with the permission of the SFIA Foundation.” Such publications shall not purport to be definitive versions of SFIA.

Licensees shall not use SFIA to produce or promote a rival framework or allow SFIA to be used in that way.

Contact details

The *licensee* shall provide contact information so that The Foundation can communicate with at least one named individual on the *licensee’s* staff by post, telephone and email. The *licensee* shall keep those details up to date, giving The Foundation prompt notification of any change.

Translation

Translation into any language, language variant or dialect without specific permission is prohibited. Any party wishing to do this should approach the Foundation to discuss a special arrangement. In the case of such a *translation*, the Foundation shall own the intellectual property and the copyright subsisting in the translated work

Quality

Partners shall use and represent the information in SFIA with reasonable accuracy, and if requested shall agree to an inspection of any intended publication containing statements about SFIA so that the Foundation can satisfy itself of the publication’s accuracy before publication.

Partners shall remove any materials which The Foundation feels are unacceptable within 30 days of notification.

Payment

Fees and royalties shall be paid not more than 30 days after the issue of an invoice. Fees shall be paid in pounds sterling currency without deduction of foreign exchange or transmission charges. The *licensee* must report any errors in invoices received from The SFIA Foundation within 30 days of receipt.

Royalty payments

Where due, royalty payments shall conform to the following terms.

Licensees shall send to The Foundation a quarterly report of sales, showing customers’ names, prices and royalties due. The report format shall be provided by The Foundation. The frequency of the report shall be quarterly, unless mutually agreed to be otherwise.

Royalties shall normally be based on 5% of the standard price for the product, net of any standard discount as shown in the standard price structure, but not net of any special discount that departs from the standard price structure.

The *licensee* shall provide The Foundation with a copy of its price structure, including any standard discounts, for all *products* that depend on SFIA, and shall ensure that copies of the prevailing standard price structure accompany all quarterly returns.

The *Licensee* shall, if requested by The Foundation provide evidence that the royalties paid to The Foundation by the *licensee* conform to the terms of this agreement.

Revision

The Foundation reserves the right to change these terms without notice. Such changed terms will be published to the SFIA website, and will be effective from the next renewal date of any licence, so long as the latest changes have been published at least 30 days before the date of renewal. *Licensees* are responsible for checking the latest terms on the website prior to renewal.

SFIA Trade mark

When the *licensee* is permitted to use the *SFIA trademark*, The Foundation shall provide appropriate logos.

Term

Subject to the provisions for earlier termination contained in these Terms and Conditions, this Agreement will come into effect on date the Agreement is signed on behalf of The Foundation and will continue for a period of one year. The licence may be renewed by mutual consent of the parties.

Renewal

Within 30 days of the Expiry date of this agreement, The Foundation may invoice The Licensee for the fee for the following year. Payment of that fee shall be taken as renewal of the agreement, Subject to the General Terms and conditions in force at the date of invoice. Neither party is obliged to renew the agreement.

The *licensee* may either terminate this agreement or take out a different SFIA licence. This must be done either within 30 days of receipt of the renewal invoice or before that invoice is received.

Termination

The agreement may be terminated by either party if the other party fails to remedy any breach of the terms of the licence or these General Terms and Conditions within 30 days of notification.

Upon expiry or termination of any SFIA licence agreement, The *Licensee* shall forthwith desist from the uses of SFIA that are subject to SFIA licensing. The *Licensee* shall also cease to use any expression intended to convey an impression that the *Licensee* has the approval or endorsement of The Foundation.

Confidentiality

The Licensee shall not during the period of this Agreement or after this Agreement has been terminated use or disclose or permit to be disclosed without the prior consent of The Foundation any confidential information, trade secrets or proprietary data concerning the practice, business dealings or affairs of The Foundation which may come to their knowledge by reason of this Agreement.

Confidential information or trade secrets shall consist of, but not necessarily be limited to technical, commercial, financial, operational, marketing or promotional information.

Proprietary data shall consist of, but not necessarily be limited to: Customer lists, pricing data, sources of supply, financial, production or marketing data or merchandising systems and plans. This includes future SFIA releases made available ahead of official launch.

The *Licensee* acknowledges that any breach or violation of this Agreement is likely to cause loss or damage to The Foundation and in that event The Foundation shall be entitled to apply for injunctive relief or claim damages in addition to any other available remedies.

DEFINITIONS

The following terms have the meanings shown when used in this document and in other licences.

SFIA	The Skills Framework for the Information Age
SFIA information	The concept, content and structure of SFIA
SFIA Trade mark	The SFIA name and logo
Product	Any product or service, in any medium and however delivered.
Licensee	A party holding a licence to use SFIA. A party obtaining a licence from the SFIA web site agrees to be bound by the terms applying to “The Licensee” in that licence.
Provision	The marketing, sale or trading (of any product or products).
Staff management	Use of <i>SFIA information</i> within an organisation as a <i>staff management</i> resource. This does not include the use of SFIA to help define the charging rates of staff that are hired to other organisations. It does include the training in SFIA of own staff by own staff. This also includes the creation and internal distribution of an in-house framework derived from SFIA within the licensee’s organisation.
General commercial use	Using <i>SFIA information</i> to provide consultancy or training, or to give general support to the <i>provision of product(s)</i> . General commercial purposes include the use of SFIA to help define the charging rates of staff that are hired to other organisations (e.g. as part of an outsourcing arrangement.)
Use of SFIA Trade mark	Using the name SFIA or the <i>SFIA trademark</i> in any form of promotional material. When permitted, the SFIA Foundation shall provide a form of the trademark, appropriate to the licence.
Specifically dependent	The <i>provision</i> of a specifically-priced <i>product</i> or service that is dependent on SFIA. Examples: a <i>product</i> that assesses people’s SFIA skills, a skills database containing <i>SFIA information</i> , a publication containing significant amounts of information from SFIA, a SFIA training course (but see below). Royalties are payable based on the partner’s standard price list, net of any standard discount, but before any special discount.
Personal use	Using <i>SFIA information</i> in a way that relates only to the individual licensee or internal staff of a licensed organisation, for the individual’s personal interest, career planning or self-assessment, and not in relation to any other person or organisation.
Distribution	Making copies of SFIA or significant extracts of SFIA available to other parties or organisations, either on its own or combined with other information. This includes the publication of SFIA in a context such as a web site that allows SFIA to be browsed by parties not covered by the licence.
Translation	Translating all or part of SFIA into another language or dialect.
Non-accredited SFIA Training	Training that is given to people outside the licensee’s organisation, explaining any aspect of SFIA, where the training materials for that course have not been approved by the SFIA Foundation. Such a course does not satisfy The Foundation’s training requirement for accreditation.
Accredited SFIA Training	Training that is given to people outside the licensee’s organisation, explaining any aspect of SFIA, where the training provider, trainers and training materials are approved by The Foundation. Additional fees are due for each person trained.
Accredited Consultant	Individual approved by the SFIA Foundation to use SFIA for <i>general commercial use</i> , having met the published accreditation criteria. Different levels of accreditation are required to permit an Accredited Consultant to provide accredited training or act as an assessor for accreditation.
Mapping	Publishing information that shows how SFIA skills relates to their offerings. This may include how individuals and organisations represent themselves externally, their services or capabilities, including <i>mapping</i> resources or resource-based services through <i>rate cards</i> and professional profiles, qualifications, training and consultancy. Given suitable arrangements for ensuring the validity of the published <i>mapping</i> , the requirement for the licensee to have two named <i>Accredited Consultants</i> may be waived at The Foundation’s sole discretion.
Rate card	Use of SFIA by individuals or organisations, to represent themselves, their services or capabilities, externally. This includes defining and communicating the rate at which staff are hired out to clients, or the <i>mapping</i> of resources or resource-based services through <i>rate cards</i> , professional profiles or marketing materials.