



QS SPECIALIST EVALUATION TERMS

1. Interpretation

The definitions in this clause apply in these QS Specialist Evaluation Terms. Other defined terms shall have the meaning ascribed to them in the General Agreement between QS and the Customer and in the QS General Terms and Conditions.

Audit Report: means the completed report that details the results of a QS Specialist Evaluation Audit.

Commencement Date: as specified in the Order, or any alternative date as the Parties have agreed in writing.

Data Collection Platform: the system operated by QS and which can be used by QS Specialist Evaluation customers to collect and submit evidence for a QS Specialist Evaluation Audit or to collect evidence for a QS Specialist Evaluation Self-Assessment as appropriate.

Initial Term: Means the period specified in the Order.

QS Specialist Evaluation Toolkit: a toolkit provided by QS to the Customer which allows the Customer to undertake a QS Specialist Evaluation Self-Assessment.

QS Specialist Evaluation Audit: an audit, undertaken either by or on behalf of QS of the Customer's characteristics that are identified as auditable within the QS Specialist Evaluation methodology.

QS Specialist Evaluation Services: the QS Specialist Evaluation Audit and Audit Report.

QS Specialist Evaluation Self-Assessment: an assessment undertaken by the Customer in accordance with the QS Specialist Evaluation Toolkit without a QS Specialist Evaluation Audit taking place.

2. Data Ownership

2.1 All Intellectual Property Rights in the QS Specialist Evaluation Service and all data, rankings and all other content shall at all times be the property of QS and will only be used by the Customer in accordance with these Terms.

2.2 The Intellectual Property rights in the information and other material provided by the Customer in the course of a QS Specialist Evaluation Audit shall, at all times, remain vested in the Customer but the Customer hereby grants QS a worldwide royalty free license to use the same for legitimate business purposes.

3. Procedure And Timeline for QS Specialist Evaluation Self-Assessment

3.1 As soon as reasonably practicable following the Commencement Date QS will provide Customer, where required, with access to the Data Collection Platform.

3.2 Access to the Data Collection Platform shall be maintained for the Customer for a period of six months to allow the Customer sufficient time to undertake the QS Specialist Evaluation Self-Assessment.



4. Procedure And Timeline for QS Specialist Evaluation Services
- 4.1 As soon as reasonably practicable following the Commencement Date QS will provide Customer with access to the Data Collection Platform.
- 4.2 The Customer shall submit the required data and information in the format specified to QS via the Data Collection Platform or by such other method agreed by the Parties no later than 90 days after the Commencement Date. The Customer shall answer questions put to it by QS, and provide any relevant supporting materials, data or documents requested by QS, in a timely manner and as accurately as possible.
- 4.3 QS will evaluate the data and information and deliver the QS Specialist Evaluation Audit results within 90 days of the date of final submission of all of the requested data and information by the Customer. Where submission of any of the data and information is delayed as a result of a delay by the Customer, then QS shall be entitled, without penalty, to an extension of the time equal to the delay in order to complete the audit. The Customer agrees that, whilst QS shall use all reasonable endeavours to meet any timescales specified within these terms, that time shall not be of the essence in this regard.
- 4.4 At the expiry of the Initial Term and each Subsequent Term thereafter a new QS Specialist Evaluation
- 4.5 Upon the completion of a QS Specialist Evaluation Audit, and payment of the relevant Fees the Customer will receive from QS an QS Specialist Evaluation Audit Report.