



The British Association of
Sport and Exercise Sciences

MEMORANDUM OF UNDERSTANDING

DATE: 21 October 2024

PARTIES

- (1) Pearson Education Limited, a company incorporated in England (Company No. 872828) whose registered office is at 80 Strand, London WC2R 0RL ("**Pearson**"); and
- (2) The British Association of Sport and Exercise Sciences (BASES), a Company Limited by Guarantee Registered in Cardiff No. 5385834, with registered office at Rooms G07 and G08 Fairfax Hall, Leeds Beckett University, Headingley Campus. Headingley, Leeds LS6 3QT ("**BASES**")

BACKGROUND

- (A) Pearson and BASES wish to collaborate in relation to the Pearson qualifications in Sport and Exercise Sciences, as defined in section 2.
(the "**Collaboration**")
- (B) This Memorandum of Understanding ("**MOU**") is not, and is not intended to be, legally binding except as specifically set out below.

1. **Term of the MOU**

It is intended that the terms of this MOU will remain in force subject to review by the parties after a one-year period and unless otherwise terminated in accordance with the provisions of paragraph 6.

2. **Scope of Relationship**

2.1 The Collaboration covers:

Pearson and BASES wish to collaborate in relation to BTEC centres and learners on Pearson qualifications as follows:

- Pearson BTEC National in Sport and Exercise Science (2016 and 2017)
<https://qualifications.pearson.com/en/qualifications/btec-nationals/sport-and-exercise-science-2016.html>
- Pearson BTEC National Sport (2016)
<https://qualifications.pearson.com/en/qualifications/btec-nationals/sport-2016.html>
- Pearson BTEC National in Sport, Fitness and Personal Training

<https://qualifications.pearson.com/en/qualifications/btec-nationals/sport-fitness-and-personal-training-2019.html>

- Pearson BTEC National in Sporting Excellence and Performance

Learners undertaking the above qualifications will be eligible for BASES student membership. BTEC centres delivering any of the above qualifications can take advantage of the BASES Affiliate membership.

Pearson commits to promoting the offers to their approved centre network via their standard marketing channels and via the website (the "Purpose"). BASES commits to promoting the offer where applicable (and mutually agreed).

Further qualifications may be eligible in future and will be agreed by both parties.

Additionally, Pearson and BASES will further explore other collaboration opportunities surrounding teaching, assessment, and qualification development as appropriate.

2.2 Any commercial arrangements with any third parties required in connection with the Collaboration will be entered into separately by the parties as appropriate.

3. **Obligations of the parties**

3.1 Pearson shall:

- Promote the BASES membership to approved centre network via marketing channels and website/microsite (<https://qualifications.pearson.com/en/subjects/physical-education-and-sport/btec-sport/btec-sport-professional-bodies-partnerships.html>) .
- Explore other collaboration opportunities to support mutually beneficial opportunities.
- Comply with any guidelines provided to it by BASES in relation to its use of the BASES logo under this MOU.
- Promote BASES and Pearson BTEC partnership where appropriate.
- Promote the BASES Careers Guide every two years when the new edition is released
- Explore other collaboration opportunities with BASES to support mutually beneficial opportunities.

3.2 BASES shall:

- Share information on membership benefits (affiliate and student) to use in marketing materials
- Promote BTEC via marketing channels
- Promote BASES and Pearson BTEC partnership where appropriate
- Provide details of BASES regional hubs to support BTEC centre collaboration
- Provide Pearson with a (high res) copy of the BASES logo, and any relevant guidelines, for use. Pearson may use the provided logo across any promotional materials (see Annex 1).
- Explore other collaboration opportunities with Pearson to support mutually beneficial opportunities.

4. **Exclusivity**

4.1 Not Used

5. **Termination**

5.1 Either party shall be entitled to terminate the MOU on six months' notice in writing.

5.2 The MOU will automatically terminate if either party becomes insolvent or is subject to a change of control.

6. **Intellectual Property and Know-How**

6.1 This paragraph is legally binding.

6.2 Neither party shall have any right or interest in any intellectual property which is owned by the other party. For the avoidance of doubt, all intellectual property created by a party in connection with the Collaboration shall remain the property of that party.

6.3 Where the Collaboration reasonably requires the use by one party of any intellectual property owned by the other party (the "**IPR Owner**"), the IPR Owner will licence such rights to the other party on a non-exclusive basis, without the right to sub-licence, solely for the purpose and to the extent necessary in connection with the Collaboration. Any such licence will automatically terminate when the MOU is terminated.

7. **Confidentiality**

7.1 This paragraph is legally binding.

7.2 The matters contemplated by this MOU are to be treated in the strictest confidence and should not be disclosed to any person whatsoever (save to the extent required by law or the regulations of the London Stock Exchange plc or the Listing Rules of the UK Listing Authority or by the rules and requirements or any other regulatory body) without the prior written consent of the other party. Each party undertakes to the other that it will not disclose or make use of, for its own benefit, any of the information of a confidential nature relating to the other party which has been disclosed to that party. The provisions of this paragraph 7 do not apply to any information which is publicly available at the time of disclosure unless disclosed through breach of this undertaking nor does it apply to any information disclosed by the parties to the extent that disclosure is required by law or any regulation. For the avoidance of doubt the provisions of this paragraph 7 shall continue in full force and effect after termination of this MOU.

8. **Force Majeure**

8.1 Notwithstanding anything else contained in this agreement, neither party shall be liable for delay in performing its obligations under this Agreement if and to the extent that the delay is caused either by circumstances beyond its reasonable control (including a delay caused by an act or omission of the other party); or by any of the following:

(a) acts of God;

(b) outbreaks of hostilities, riot, civil disturbance, acts of terrorism;

- (c) the act of any government or authority (including refusal or revocation of any licence or consent);
 - (d) fire, explosion, flood, fog or unusually bad weather;
 - (e) widespread outbreak of disease or declared epidemic or pandemic.
- 8.2 Provided the party suffering the delay promptly notifies the other party in writing of the reasons for, and likely duration of, the delay, the performance of that party's obligations shall be suspended during the period that the circumstances persist and it shall be granted an extension of time for performance equal to the period of the delay.

9. Anti Bribery and Corruption

- 9.1 BASES will comply at all times with the Pearson Business Partner Code of Conduct and Pearson's Anti-Bribery and Corruption Policy, an up-to-date copy of each of which can be found at:

<https://www.pearson.com/corporate/business-partner-code-of-conduct.html>

<https://www.pearson.com/corporate/our-policies.html>

10. Assignment

- 10.1 This paragraph is legally binding.
- 10.2 Unless this MOU expressly states otherwise, no right or obligation arising under this MOU may be assigned, transferred or otherwise disposed of, in whole or in part, without the prior written agreement of the parties, save that both parties shall be entitled to transfer its rights and assign and sub-contract its obligations under this MOU to another member of its group without the need for Pearson or the other party's consent.
- 10.3 Unless this MOU expressly states otherwise:
- (a) a person who is not a party to this MOU has no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999; and
 - (b) if a person who is not a party to this MOU is stated to have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, the parties may rescind or vary this MOU without the consent of that person.

11. Governing Law

- 11.1 This paragraph is legally binding.
- 11.2 This MOU is (and all discussions and any legal agreements prepared in connection with this MOU) governed by and construed in accordance with the law of England.
- 11.3 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim which arises out of or in connection with this MOU.

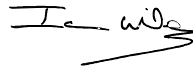
Each party hereby confirms its agreement to the terms contained in this MOU.

James Emmett, Senior Director of Employer
Engagement and Strategic Partnerships,
duly authorised for and on behalf of
Pearson Education Limited



23rd October 2024

Ian Wilson
Chief Executive Officer
duly authorised for and on behalf of
BASES



21 October 2024

Annex 1

Logo Use Consent Form

This form provides Pearson BTEC with permission to use logos/registered marks of organisations or industry bodies that support and recognise our BTEC qualifications.

BASES and Pearson collaborate in relation to the agreed BTECs listed in the MOU. Learners undertaking the agreed BTECs are eligible for [BASES student membership](#) and BTEC centres delivering any of the agreed BTECs are eligible for [BASES Affiliate membership](#).

Pearson and BASES commit to promoting the membership offer as per the MOU where applicable.

BASES, by and through its undersigned authorised representative, hereby gives permission for Pearson to publish and/or use its organisation logo or registered mark to demonstrate the relationship between Pearson and BASES in relation to BTEC products and services.

BASES gives permission for Pearson to use said logo or mark for advertising through the following channels:

- Pearson website(s), platforms & portals
- ✓ Social media
- ✓ Presentations
- ✓ Posters
- ✓ Written blogs and articles
- ✓ Promotional videos
- ✓ Printed or digital marketing collateral

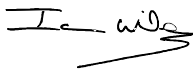
Once permission has been given, Pearson may use BASES's logo or mark as agreed, and in line with any provided guidelines, without further permission by BASES, and BASES hereby releases Pearson from all liability relating to the publication or use of the logo/mark.

Please sign and complete the information below. We recommend that you retain a copy of this signed form for your records.

BASES

Full name: Ian Wilson

Email address: iwilson@bases.org.uk



Signature:

Date: 21 October 2024