

SECTION F – MEMBERSHIP

SPECIFIC TERMS

Membership is available to consumers and business customers (i.e., customers who are not consumers). There are five grades of membership which give members access to professional resources and support.

These specific terms are subject to the general terms set out in Section A. The defined terms in Section A have the same meanings where used in this Section F.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Section F the following words and expressions have the following meanings unless inconsistent with the context:

“Application Fee”	the fee payable to the Supplier in connection with any application to become a Member as set out in the Contract Details;
“Member”	an annually paying Customer, or a person on behalf of whom the Customer pays annually, who holds one of the Supplier’s three grades of membership;
“Membership Criteria”	the criteria set by the Supplier for the different levels of membership of the Supplier, as amended and updated by the Supplier from time to time and available on the Supplier’s website;
“Prospective Member”	an individual whose application to become a Member is under review by the Supplier;
“Renewal Period”	the period during which a Member, or the Customer on behalf of a Member, can renew their membership by paying the annual membership fee;
“Subscription Fee”	the annual fee payable to the Supplier in respect of a Member, including by a Customer on behalf of a Member as set out in the Contract Details and as notified to each Member by the Supplier from time to time.

2. GENERAL MEMBERSHIP

2.1 Where a Prospective Member applies to become a Member, the Supplier shall determine at its sole discretion whether the Prospective Member shall be permitted to become a Member.

2.2 In applying to become a Member, the Prospective Member warrants that:

- (a) They have read and accept the Code of Conduct;
- (b) all information provided by the Prospective Member to the Supplier regarding the Prospective Member’s application to become a Member is complete, accurate and up to date;

- (c) it has not been previously excluded from being a Member for any reason from CIPS or any other membership organisation; and
 - (d) it is not aware of any circumstances in relation to its application to become a Member which the Supplier reasonably believes may bring the Supplier into disrepute or otherwise have a detrimental impact on the Supplier's reputation, standing, Intellectual Property Rights and goodwill.
- 2.3 Where the Customer who is applying for membership on behalf of a Prospective Member is not a consumer, the Customer, in applying for those Prospective Members to become Members, warrants and, in the case of Condition 2.3 (a) and Condition 2.3 (b) of this Section F, shall procure that the Prospective Member warrants, that:
- (a) it has consented to the Supplier contacting any employer or former employer, trade or professional organisation, or accreditation, qualification or assessment body in order to determine the Prospective Members suitability to become a Member or to confirm the validity of any qualification or accreditation held by the Prospective Member;
 - (b) it has consented to the Supplier providing information to the Prospective Member's employer regarding the Prospective Member's membership status, participation and, where applicable, performance in courses, examinations, accreditations or events, undertaken by the Prospective Member; and
 - (c) it is not Insolvent.
- 2.4 The Supplier may at its sole discretion deem the Prospective Member suitable for other levels of membership than that which has been applied for.
- 2.5 Notwithstanding any agreement or approval by the Supplier to the Prospective Member, or the Prospective Member that a Customer is applying on behalf of, the Prospective Member shall not be deemed a Member (and shall not have any of the benefits of membership) whilst any Application Fee or Subscription Fee is outstanding and shall not be entitled to do anything to hold themselves out as a Member or otherwise be associated or affiliated with the Supplier in any way.
- 2.6 Whilst a Member, the Member shall:
- (a) comply with the Code of Conduct¹;
 - (b) maintain all necessary qualifications, approvals, accreditations or other requirements specified by the Supplier, including the applicable Membership Criteria;
 - (c) promptly provide any information or documentation requested by the Supplier, whether to document compliance with the Membership Criteria or otherwise;
 - (d) use reasonable endeavours to promote the aims and objectives of the Supplier;
 - (e) not use the Supplier address in any advertisement or for any other business purpose;

- (f) in relation to any logo, post-nominal or other identifier or materials which the Supplier permits the Member to use or identify itself with, comply with the Supplier's instruction;
 - (g) not do, or omit to do, anything which the Supplier reasonably believes may bring the Supplier into disrepute or otherwise have a detrimental impact on the Supplier reputation, standing, Intellectual Property Rights or goodwill; and
 - (h) immediately notify the Supplier of any criminal conviction it receives, other than convictions for motoring offences which do not attract a custodial sentence (whether suspended or otherwise).
- 2.7 Where a Member fails to comply with the requirements of Condition 2.6 of this Section F, the Supplier shall be entitled to terminate the Member's status as a Member in accordance with Condition 5 of this Section F.
- 2.8 The Supplier shall be entitled to vary a Member's level of and/or description of membership at its sole discretion.

3. APPLICATION AND SUBSCRIPTION FEES

- 3.1 The Prospective Member shall pay the Application Fee and the Subscription Fee when applying to become a Member and the Subscription Fee annually during the Renewal Period.
- 3.2 Where the Customer is not a consumer, the Application Fee is non-refundable, notwithstanding any decision regarding the Prospective Member's application to become a Member or to make an application for a Prospective Member.
- 3.3 The Supplier will publish the Subscription Fee for each year at the start of each Renewal Period, which will be available through the Customer's on-line account (MyCIPS) on the Supplier's website. For the avoidance of doubt, the Supplier is entitled to vary the Subscription Fee annually at its sole discretion.
- 3.4 The Application Fee and the Subscription Fee are payable in accordance with Condition 6 of Section A.

4. MEMBERSHIP TYPES AND UPGRADING

- 4.1 The Supplier offers three different grades of membership. These are:
- (a) Student;
 - (b) Fully qualified
 - (i) MCIPS, including Chartered Professional;
 - (ii) FCIPS, including Chartered Professional; and
 - (c) Affiliate.
- 4.2 MCIPS represents full membership of the Supplier. A Member must have achieved MCIPS before they can obtain FCIPS, which is the highest grade of membership offered by the Supplier.

- 4.3 The process of upgrading from MCIPS to FCIPS is detailed in our fellowship application checklist document, which is available at <https://www.cips.org/Global/Fellowship%20Application%20Checklist.pdf>.
- 4.4 MCIPS and FCIPS Members have the ability to become a Chartered Professional. The pathway to this is detailed in our “How to become a Chartered Professional” document available at <https://www.cips.org/Documents/Chartered%20status/How-to-become-a-Chartered-Professional-Nov-18.pdf>
- 4.5 In applying for an upgrade in membership the Member or the Customer applying on behalf of the Member must have the Member’s membership number available.

5. TERMINATION OF MEMBERSHIP

- 5.1 The Supplier shall be entitled to terminate a Member’s status as a Member immediately on notice to the Member:
- (a) if the Member receives any criminal conviction, other than a conviction for motoring offences which does not attract a custodial sentence (whether suspended or otherwise);
 - (b) if the Supplier notifies the Member that it is in breach of these Conditions, and the Member fails to remedy such breach within 10 Working Days of being notified of such breach in writing by the Supplier; or
 - (c) if the Member does anything which the Supplier reasonably believes may bring the Supplier into disrepute or otherwise have a detrimental or prejudicial impact on CIP’s reputation, standing, Intellectual Property Rights or goodwill.
- 5.2 The Supplier shall be entitled to terminate a Member’s status as a Member on 30 days’ written notice.
- 5.3 Where the Member does not pay the Subscription Fee when due during the renewal period, the Member’s status as a Member shall immediately terminate on expiry of the Renewal Period without any further notice being given to the Member.

6. INTELLECTUAL PROPERTY

- 6.1 If a Member, or a Customer acting on behalf of a Member, makes, devises, discovers, or otherwise acquires rights in any improvement, enhancement or modification to the whole or any part of the Deliverables or their method by which they are provided (“**Improvement**”) the Member shall promptly notify the Supplier in writing, giving details of the Improvement and shall, if the Supplier so requests, provide any further information as would be reasonably required to enable the Supplier to evaluate the Improvement effectively.
- 6.2 The Member shall grant to the Supplier a non-exclusive royalty-free worldwide irrevocable licence (together with the right to grant sub-licences) to use in any manner any Improvement made, devised or discovered by the Member.