



## TERMS OF REFERENCE

&

## CONDITIONS OF MEMBERSHIP

*“Safety competence at the heart of procurement”*

**SAFETY SCHEMES IN PROCUREMENT  
COMPETENCE FORUM**  
*“Safety competence at the heart of procurement”*  
**TERMS OF REFERENCE AND CONDITIONS OF  
MEMBERSHIP.**

Issue 3

August, 2010

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## **1 FORUM REQUIREMENTS**

The SSIP terms of reference apply to all Schemes and organisations accepted for membership.

### **1.1. THE PURPOSE OF THE FORUM**

The main purpose of the Safety Schemes in Procurement Competence Forum (SSIP) is to act as an umbrella organization to facilitate mutual recognition of health and safety assessments between pre-qualification schemes wherever it is practicable to do so. Additionally, the forum will actively advise and influence buyers about acceptable interpretation and appropriateness of health and safety competence standards in UK schemes.

The SSIP will use the Construction (Design and Management) Regulations 2007 “core criteria” as its threshold.

The SSIP Forum will operate as a body for the recognition of health and safety standards through the agreement of its members, and will not engage in third party agreements.

### **1.2. AIMS**

The SSIP will support buyers to demand and maintain integrity and suitable standards in health, safety and welfare competence in procurement and the management of suppliers.

To do this the SSIP is committed to:

1. Encourage mutual recognition amongst pre-qualification schemes where possible.
2. Help and encourage buyers to recognise SSIP and its aims and objectives.
3. Help buyers and suppliers to achieve value for money through avoiding unnecessary duplication or differing requirements, wherever possible.
4. Provide confidence in first stage safety competency assessments through a consistent, reliable, and quality-controlled standard of vetting.
5. Promote appropriate core criteria in non-construction works.
6. Promote the work of SSIP through relevant trade press and other effective publicity vehicles.

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### **1.3 SSIP MEMBERSHIP**

#### **1.3.1 New Members**

The Forum will accept any new Scheme Member, which meets the Forum requirements and agrees to the terms and conditions of membership.

There will be no discrimination on commercial or competitive grounds. Independent review of this element will be achieved through the Forum Management Group (FMG), which includes HSE and Others.

#### **1.3.2. Type of Membership**

There are three types of Membership available to those meeting the SSIP requirements:

##### **1.3.2.1 SSIP Registered Members:**

Registered Membership: this membership is open to any third-party prequalification scheme, including individually operated pre-qualification schemes such as those run by major contractors (“Scheme Members”).

Registered Members agree to make available information about their scheme members. Registered Members further agree that this information can be made available via an internet based database for the purpose of third party verification of suppliers’ membership of an SSIP accredited competence assessment scheme.. Therefore, Registered Members must make provision for their scheme to be part of this process within a maximum time period of two years from joining. Refer to Appendix 5 (page 37) for a copy of the SSIP Common Database Functional Specification (Draft 1).

Following an approved application, Registered Members that undertake health and safety assessment will undergo an Independent Audit prior to acceptance in order to demonstrate ‘equality to all’ with membership awarded following Forum approval and payment of the annual membership fee by the scheme.

Founder Membership: is a special status for those registered members schemes that provided the initial start up funding for SSIP.

##### **1.3.2.2 Founder Member Benefits:**

- Prominence of brand on SSIP website and promotional material.
- Permanent membership of the Forum Management Group.

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### **1.3.2.3     *Affiliate Membership:***

Is available to all other interested parties who wish to support the SSIP aims, objectives and ethos and subject to successful application and agreement to the Affiliate Terms and Condition of Membership (Refer to Appendix 4, page 28). Following successful application to the SSIP FMG and receipt of the annual subscription fee affiliate members will have full voting rights. SSIP has the right to decline membership, which is not open to appeal.

### **1.3.2.4     *Co-opted Membership:***

Membership of the SSIP may be offered (subject to successful majority FMG agreement) to other expert interested parties or organisations that may have a role to play in promoting, improving or enhancing health and safety competence in procurement subject to agreement of the Co-opted Terms and Conditions of Membership (Refer to Appendix 3, page 27). The Health and Safety Executive have permanent Co-opted Membership with the SSIP

### **1.3.3.     Application Process**

Every membership of SSIP is subject to specific terms and conditions which must be adhered to.

Any applicant must be free from criminal conviction (whether past, current or pending) related to health and safety matters, or otherwise, in the reasonable opinion of the FMG, having potential to bring SSIP into disrepute. Similarly, the applicant must be free from any allegation or prosecution of fraud or financial mismanagement.

#### **1.3.3.1     *Registered Membership:***

The application process will consist of a paper submission, which if meeting FMG requirements, will be followed by an Independent Audit for those applicants undertaking health and safety assessments. The application is to demonstrate how the applicant Scheme Member meets the requirements of SSIP Terms of Reference and Deem to Satisfy and that it will continue to do so.

Submitted applications should be sent to the SSIP Co-ordinator who will check the accuracy of information provided, present it to the next available SSIP FMG meeting for approval. Following SSIP FMG approval, and a successful audit, the SSIP Co-ordinator will issue an annual membership fee invoice, certificate of membership and the SSIP logo and logo usage guidelines.

(Refer to the SSIP website ([www.ssip.org.uk](http://www.ssip.org.uk)) for the Registered Membership application form).

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### **1.3.3.2 *Affiliate Membership:***

The application process for Affiliate Membership will consist of a paper submission, which if meeting FMG requirements, will be approved. The application is to demonstrate how the applicant meets the requirements of SSIP Terms of Reference and that it will continue to do so.

Hard copy applications, together with a non refundable cheque for a £50 administration fee, should be sent to the SSIP Co-ordinator, who will check the accuracy of information provided, and present it to the next SSIP FMG meeting for approval. Following approval, the SSIP Co-ordinator will advise the applicant by email and in writing that approval has been granted and that the application can proceed.

The SSIP Co-ordinator will send a letter of confirmation of Affiliate Membership enclosing the annual membership fee invoice and a copy of the Terms of Reference document which must be signed and returned. On receipt of payment of the annual membership fee and the signed Terms of Reference document, the Affiliate Member will be sent a certificate of membership and the SSIP logo and logo usage guidelines.

The SSIP Co-ordinator will include the Affiliate Member's logo and details on relevant pages of the SSIP website once the certificate of membership has been issued.

(Refer to the SSIP website ([www.ssip.org.uk](http://www.ssip.org.uk)) for the Affiliate Membership application form).

### **1.3.3.3 *Co-opted Membership:***

The application process for Co-opted Membership will consist of a paper submission and is to demonstrate that the applicant meets the requirements of SSIP Terms of Reference only, and that it will continue to do so.

Hard copy applications, together with a non refundable cheque for a £50 administration fee should be sent to the SSIP Co-ordinator, who will check the accuracy of information provided and present it to the next SSIP FMG meeting for approval. Following approval, the SSIP Co-ordinator will advise the applicant by email and in writing that approval has been granted and that the application has been successful, enclosing a copy of the Terms of Reference document that must be signed and returned. On receipt of the signed document, the Co-opted Member will be sent a certificate of membership and the SSIP logo and logo usage guidelines. At this stage, the SSIP Co-ordinator will include the Co-opted Member's logo and details on relevant pages of the SSIP website.

(Refer to the SSIP website ([www.ssip.org.uk](http://www.ssip.org.uk)) for the Co-opted Membership application form).

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#### **1.3.4. Appeals**

##### **1.3.4.1 Registered Applications:**

In the event that an application for an SSIP Registered Membership is refused, the applicant may lodge an appeal stating the reasons for that appeal. The SSIP FMG chair will take advice from Founder Members and an independent legal expert to review the evidence, application and decision.

By entering into (or applying to enter into) the agreement with SSIP for mutual recognition of standards, you are taken to agree to the SSIP appeals process, and that the decision of such process shall be final and not be subject to further appeal, representations or legal action.

##### **1.3.4.2. Affiliate Applications:**

There is no appeal for Affiliate applications.

#### **1.4 SSIP GOVERNANCE**

The SSIP Forum will consist of representatives from each Scheme Member together with a representative from HSE and others. Day to day operation, management and policy is delegated to a smaller group/secretariat – the FMG.

The Forum will make recommendations to the FMG. The FMG will then consider the recommendations and either accept them or pass them back to the Forum for consideration and review.

##### **1.4.1. Meetings and Venues**

The SSIP Forum will meet quarterly at a venue selected in rotation by Registered, Founder, Affiliate and Co-opted Members and operate, utilising good business principles, to the rules defined in this Terms of Reference. The invitations to attend FMG and Forum meetings will be generated by SSIP Co-ordinator who will also be the note taker for those meetings and distributor of notes and agenda.

The FMG will meet quarterly or as necessary to progress the business of the SSIP.

##### **1.4.2. The Forum Management Group (FMG)**

The FMG is responsible for establishing the essential elements of the management of SSIP and its day-to-day activities. The FMG will report on its activities at the SSIP quarterly meeting and will operate in such a manner that Scheme Members are able to be readily satisfied, through the publication of the material points of those meetings, as to the adequacy of the procedures adopted.

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#### **1.4.2.1 The FMG Composition**

The FMG is made up of the following:

- Chair (who will be either a Founder or Registered Member)
- Vice Chair (who will also be either a Founder or Registered Member)
- 4 Founder Members (Exor, CHAS, NHBC and Constructionline)
- 5 Registered Members (elected for a 2-year term of office)
- 5 Original Affiliate Members (UK Contractors Group, Construction Industry Council, Construction Clients Group, National Specialist Contractors Council and the Specialist Engineering Contractors Group).

Co-opted Members:

- Past Chair
- HSE

#### **1.4.3 Forum and FMG Voting Rights**

Decisions on SSIP Forum and FMG business are made on majority vote. Each registered and affiliate member has one vote. Co-opted Members have no voting rights.

In the event of a tie, the Chair will make the casting vote. All votes shall be cast in accordance with the FMG procedure relating to votes (as set out in paragraphs 1.4.4, 1.4.5 and 1.4.6 below) and (except in exceptional circumstances and at the decision of the chair) all votes shall be made public to all Members.

#### **1.4.4. Election of the Five (Maximum) FMG Registered Members**

FMG positions will be nominated by Forum Members on a bi-annual basis and be agreed by vote. The positions can be held for two consecutive cycles.

Eligible candidates are all Registered Members, excluding the four Founder Members – Exor, CHAS, NHBC and Constructionline - who have permanent membership of the FMG. The five (maximum) FMG positions will be elected bi-annually at the April meeting of the Forum by majority vote of all Registered Members and Affiliate Members casting a vote. The positions can be held for two consecutive cycles.

Nominations for FMG positions will be called for by the SSIP Co-ordinator not less than two months prior to due date of elections. To be nominated for a FMG position, the SSIP Co-ordinator must ask eligible candidates to formally declare their interest in a position and to submit an election statement of 250 words maximum, **prior** to calling for nominations. Eligible schemes declaring an interest will be listed on the nomination paper and all Registered Members and Affiliate Members invited to nominate up to a maximum of five.

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If all Members nominate a total of six or more Schemes, there will be a vote on the date of the election. The five Schemes with the most votes will each gain an FMG position. In the event of a tie, the Chair will make the casting vote. However, in the event that all Members nominate a total of five or less Schemes, those five or less Schemes will automatically gain an FMG position.

There will be no proxy voting. Candidates may vote for themselves.

#### **1.4.5 Election and Appointment of the SSIP Forum Chair**

The SSIP Chairperson will chair both the Forum Management Group and the Forum’s quarterly meetings.

The SSIP Chairperson must be a representative of an SSIP Registered Member (i.e: a Health and Safety prequalification scheme). The Chair will be elected bi-annually at the April meeting of the Forum by majority vote of all Registered Members and Affiliate Members casting a vote. The position can be held for two consecutive cycles.

Nominations for Chair will be called for by the SSIP Co-ordinator not less than two months prior to due date of elections. To be nominated for Chair, individuals must seek a proposer and a seconder, each to be from a different, external Registered or Affiliate Member to sign the nomination paper. The individual must then sign and return the nomination paper, together with an election statement of 250 words maximum to the SSIP Co-ordinator no later than one month prior to date of the election. Ballot papers must be circulated to all Registered and Affiliate Members no less than three weeks prior to date of the election. The appointment of Chair will be given to the candidate with the most votes. In the event of a tie, the Chair will make the casting vote. If only one nomination is received, the candidate, pending their acceptance of it, will automatically be offered the role.

There will be no proxy voting. Candidates may vote for themselves.

#### **1.4.6. Election and Appointment of the SSIP Forum Vice Chair**

The SSIP Vice Chairperson will deputise for the Chair if the Chair is unable to chair both the Forum Management Group and the Forum’s quarterly meetings for any reason.

The SSIP Vice Chairperson must be a representative of an SSIP Registered Member **or** Affiliate Member. The Vice Chair will be elected bi-annually at the April meeting of the Forum by majority vote of all Registered Members and Affiliate Members casting a vote. The position can be held for two consecutive cycles.

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Nominations for Vice Chair will be called for by the SSIP Co-ordinator not less than two months prior to due date of elections. To be nominated for Vice Chair, individuals must seek a proposer and a seconder, each to be from a different, external Registered or Affiliate Member to sign the nomination paper. The individual must then sign and return the nomination paper, together with an election statement of 250 words maximum to the SSIP Co-ordinator no later than one month prior to date of the election. Ballot papers must be circulated to all Registered and Affiliate Members no less than three weeks prior to date of the election. The appointment of Vice Chair will be given to the candidate with the most votes. In the event of a tie, the Chair will make the casting vote. If only one nomination is received, the candidate, pending their acceptance of it, will automatically be offered the role.

There will be no proxy voting. Candidates may vote for themselves.

#### **1.4.7. Role of Past Chair on the Forum**

The Forum will offer the out-going Chair the position of 'Past Chair' on the basis of a non-voting Co-opted Member. This position and appointment will be reviewed annually or at such shorter interval as may be appropriate.

The Past Chair will have served a minimum of one year as SSIP Chair. The primary purpose of the Past Chair is to act as a resource to the current FMG Chair and Vice Chair and to provide continuity through the period of transition.

The term of the Past Chair is one calendar year, immediately following serving as Chair. Taking up this position is not mandatory and can be extended to a maximum of two years. The remit of the 'Past Chair' is to:

- Work closely with the Chair to ensure smooth transition of leadership;
- Serve on the FMG as a co-opted member with no voting rights;
- Attend the Forum and FMG meetings;
- Make presentations on behalf of SSIP to agreed scripts.

#### **1.4.8 Cost of the Scheme**

The cost of running the Forum will be covered by the annual membership fees paid by the Registered and Affiliate Members and will be shared equally.

#### **1.4.9. SSIP Financial Management**

SSIP finance will be managed by NHBC Services Ltd. For auditing and financial management purposes, NHBC Services Ltd has established separate stand-alone accounting arrangements. All invoices relating to SSIP will be generated and payable to NHBC Services Ltd.

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The SSIP Chair and Co-ordinator manage the Forum's income and expenditure and regular financial information is reported to the FMG.

#### **1.4.10 Code of Conduct for Scheme Members**

It is the responsibility of all SSIP Scheme Member to operate in such a way as not to bring the SSIP, its name or reputation, into disrepute and to manage its undertaking and relationship with SSIP, in accordance with the terms of the SSIP Terms of Reference and Conditions of Membership. Where it becomes apparent that a Scheme Member may have deviated from this requirement, the forum reserves the right to have the matter investigated by the Forums Standards Group.

The remit of the Standards Group is to ensure that SSIP Scheme Members operate their schemes in accordance with paragraph 1 above. This may involve the Standards Group taking a proactive monitoring role, the objective being to ensure that Scheme Members making reference to their relationship with SSIP do so in such a way as ensures integrity, clarity and transparency at all times.

Where required to undertake an investigation, should it be found by the Standards Group, that a Scheme Member has managed, or is managing, its undertaking in contradiction to the requirements as set out in paragraph 1 above, the Standards Group will make recommendations for action to the FMG.

On reviewing the recommendations of the Standard Group, the FMG will decide on appropriate action to be taken to rectify the situation. This will be communicated, in writing, to the Scheme Member in question, requesting that the required remedial action is taken. Failure on the part of the Scheme Member to comply with this request will result in the Disciplinary Procedures being invoked against the Scheme Member.

#### **1.4.11 Disciplinary Procedure**

All Registered and Affiliated Members are required to observe and abide by all relevant clauses of the SSIP Terms of Reference and Conditions of Membership. Furthermore, the aims of SSIP are clearly defined and all members are expected to embrace the ethos of the Forum.

Where it is identified by the Standards Group that a Member is not adhering to the Terms of Reference and Conditions of Membership, or where it is felt that through its conduct the Member is bringing, or potentially could bring, SSIP, its name or reputation into disrepute, one or more of the following actions will be taken:

*Stage 1:* Written Notification – typically issues of a minor breach. The Member will be notified in writing of the breach and asked to address the issue(s).

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*Stage 2:* Formal Written Warning – typically repeated breaches and / or failure to adequately address an issue previously raised (stage 1). The Member will receive a formal written warning and asked to address the issue(s).

*Stage 3:* Final Written Warning – typically issues of serious nature, continued repeated breaches and / or failure to adequately address an issue previously raised (stage 2). The Member will receive a final written warning and asked to address the issue(s).

In each instance the Member will be given the opportunity to address the issue(s) within the time frames clearly set out in the communications.

Failure to adequately address the issue(s) raised in a Stage 3 Final Written Warning letter, or where it is deemed that another serious breach has occurred within 6 months of the previous Stage 3 warning being issued, the following action will be taken:

- *Expulsion from the SSIP Forum.* Where expulsion occurs, a minimum period of 12 months must pass before any application to rejoin SSIP will be considered.

## **1.5 PRESS AND PUBLIC RELATIONS**

No SSIP Member shall communicate with representatives of the general or technical press, radio, television or other communications media in relation to the SSIP and its work unless agreed by the Forum Management Group.

SSIP website is the first port of call to Members for clarification of SSIP's position on issues, and all SSIP Members agree to promptly refer all questions or requests related to SSIP to the Chair of the FMG.

SSIP press releases will be approved by the FMG in advance of issue.

## **1.6 FORUM MEMBERS WEBSITES, STATIONERY AND LITERATURE**

All Forum Members must seek approval by the FMG prior to issuing the following:

1. Website content about SSIP;
2. Letterhead and stationery referring to SSIP;
3. Articles about SSIP.

Members seeking the FMG's approval should contact the SSIP Chair in the first instance well in advance of publishing deadlines.

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### **1.7 COMMERCIAL CONFIDENTIALITY**

SSIP Members will respect commercial confidentiality in information provided by other SSIP Members.

### **1.8 PROMOTING SSIP**

Promoting the work of the SSIP to the wider audience including its aims is important and, to assist this, Scheme Members are invited to provide monthly or quarterly details of:

- a) Percentage of supplier applications successfully achieving compliance to SSIP threshold standard;
- b) Percentage of supplier applications, which failed to meet the SSIP threshold standard outright;
- c) Lessons learnt from assessments over the period ;
- d) Estimated savings to scheme clients including savings in fees and resources.

### **1.9 COMMERCIAL GAIN AND ENDORSEMENT**

No Scheme Member, through its membership of the SSIP Forum, shall permit either their scheme, or those conducting an assessment, to make any commercial or personal gain from any part of the assessment, reassessment or verification visit. Any accusation of a breach will be informed to the FMG as soon as possible and a full internal investigation launched by the relevant scheme. The result of the investigation will be reported back to the FMG.

SSIP as a totally independent (umbrella) scheme cannot, under any circumstances, endorse either directly or indirectly, through contract or other means, any product or supplier.

Where a Scheme Member is also a commercial consultancy, this clause does not prevent the Scheme Member from promoting other services to contractors, i.e. services unconnected with what might be required in order to successfully pass the assessment being carried out by the Scheme Member as referred to in paragraph 1 of this clause.

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## **2. REQUIREMENT FOR SCHEME MEMBERS**

For Forum purposes Registered Members will adopt the CDM ACoP Appendix 4 ‘Stage 1’ Core Criteria for use in all pre-qualification assessments of construction-related organisations. No other criteria will be utilised in respect of Forum requirements or in relation to SSIP.

Each Scheme’s operation will be reviewed by Independent Auditors appointed by the Forum. Further data requested of the applicant organisation by a SSIP or its Independent Auditors, e.g. financial, corporate and social responsibility (CSR), shall be noted as out with the SSIP remit and certificate.

### **2.1 MUTUAL RECOGNITION**

SSIP Membership requires a Deem to Satisfy agreement that lays down what mutual (or non-mutual) recognition is in place amongst SSIP Members. The categories of duty holders for which deem to satisfy can apply, are described within the relevant agreement. The independent audit will identify which duty holder roles can be agreed under the Deem to Satisfy agreement.

#### **2.1.1. Deem to Satisfy**

Scheme Members agree to accept a current and valid certificate from another SSIP Scheme Member as adequate proof of meeting the Stage 1 Core Criteria, subject only to a check on current status. In the case that a Scheme Member has any cause not to accept a certificate from another Scheme Member, it shall notify the FMG of its refusal and the reasons for that refusal.

A table of Equivalences is available in Appendix 2.

### **2.2. ASSESSMENTS UNDERTAKEN BY SCHEME MEMBERS**

Schemes will undertake a ‘desk-top’ assessment of an applicant’s submission, against the:

- Core Criteria as set out in Appendix 4 of the CDM b) Depth ACoP.
- Guidance on Appendix 4 as outlined on [www.cskills.org.uk/healthsafety/cdmregulations/guidance](http://www.cskills.org.uk/healthsafety/cdmregulations/guidance) Annex A

Scheme Members will accommodate organisations employing less than 5 persons.

Scheme Members will supplement the above submission by speaking on the phone to, or meeting with, the signatory of the submission and other relevant persons as appropriate.

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## **2.3. ANNUAL AUDIT**

Membership of SSIP for Schemes providing health and safety assessment is subject to a successful and continued compliance with requirements and an annual audit by an Independent Auditor appointed by the SSIP. The purpose of the Independent Audit is to ensure (for the sake of transparency) that Scheme Members are following their own, and the SSIP, requirements.

### **2.3.1 The audit will be in 2 parts:**

#### **2.3.1.1 Part A**

the quality management system covering:

- written operational procedures;
- document control/record management;
- customer care/complaints procedures;
- resource management;
- monitoring, measurement, analysis and improvement.

#### **2.3.1.2 Part B**

the ability of scheme reviewers, assessors or auditors.

Current registration with BS EN ISO 9001:2000 constitutes a Deem to Satisfy for part A of the audit on production of a valid certificate.

All costs relating to the audit will be met by the Scheme being audited.

The Forum will ensure it regularly receives and considers all reports and review data from Schemes and ensures non-conformities are followed through and closed out.

Assessors shall not assess their own Scheme's work.

Schemes should ensure that the outcomes (including any non-conformities identified) of reviews and audits are addressed.

Schemes shall accept applications in hard copy in addition to any electronic format adopted.

Current UKAS accreditation for health and safety management systems (accredited to ISO/IEC 17021:2006) to provide health and safety management systems to (BS OHSAS18001: 2007) constitute a Deem to Satisfy for parts A and B of the audit.

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Schemes shall facilitate the work of the Independent Auditor.

### **2.3.2. Provision of Information**

Schemes will promptly provide all relevant and requested information to allow the Independent Auditor to carry out the function.

## **2.4 CERTIFICATES**

Scheme Members shall issue certificates to successful applicants, or on renewal, to their own style in a manner decided by them. However, where possible, certificates should carry the SSIP logo / message as representation of achievement to the SSIP threshold.

In respect of all applicants, Scheme Members shall clearly state whether they are awarding accreditation to a Contractor, Designer, CDM-Co-ordinator or a combination of these duty holders. Although most of the assessment is the same, regardless of duty holder, there are some divergences within Appendix 4 of the CDM ACoP.

The presentation of a certificate on its own should not be considered proof of registration. The SSIP website will publish and maintain a list of Scheme Members and a Table of Equivalences as shown in Appendix 2 (page 26).

## **2.5 MEMBERSHIP OF SSIP**

Membership of SSIP is open to any health and safety competence pre-qualification scheme used in the United Kingdom, either operating in the public or private sectors and includes schemes run by individuals or individual organisations and other prequalification schemes which adhered to the terms outlined in the deem to satisfy agreement.

Membership of health and safety assessment schemes is subject to the satisfactory provision of a portfolio of evidence and subsequent independent annual third party audit.

## **2.6 APPLICATION FOR MEMBERSHIP**

The initial application should be completed and submitted to the SSIP Co-ordinator. An application form is available from the SSIP web site ([SSIP.org.uk](http://SSIP.org.uk)), and the application requires payment of a non-refundable application fee to cover administrative costs.

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## 2.7 ANNUAL MEMBERSHIP FEES

An annual membership fee is payable based on the type of membership and/or the number of suppliers registered with a Scheme. The first year fee will be invoiced following acceptance into the SSIP, agreement to the Deem to Satisfy and in the case of health and safety assessment schemes, successful completion of the third-party audits.

SSIP Membership is subject to an annual renewal payment by invoice of a membership fee paid in advance.

**Figure 1:  
Table of SSIP Fee – Registered Members (2010)**

Number of Registered Members	Annual Fee p/a
Less than 500	£1,000.00
501 – 1,000	£2,000.00
1,001 – 2,500	£3,000.00
2,501 – 5,000	£4,000.00
5,001 – 10,000	£5,000.00
10,001 & above	£6,000.00
Affiliate Member	£1,000.00
Co-opted member	£Free

## 2.8 ADVERTISING MEMBERSHIP

Scheme Members may advertise their membership of the Forum, as providing a means whereby organisations can demonstrate compliance with Stage 1 assessment of the CDM ACoP.

All use of the SSIP brand must be for membership purposes only and use only the official logo(s) made available by SSIP. Use must be in accordance with any guidelines issued from time to time.

Membership of the SSIP entitles Registered, Affiliate and Co-opted Members to use the logo on stationery, livery, web sites and other promotional materials subject to terms and condition for use as shown in Appendix 1 (page 23).

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## **2.9 MEMBERS COMPLAINTS AND APPEALS**

Scheme Members responsible for managing complaints or appeals relating to any assessment undertaken by them. The SSIP shall not become involved in complaints about an individual scheme unless the complaint is one that has either:

- a) Brought the SSIP into disrepute or
- b) Has the potential to do so.

In the event of a complaint of this nature the FMG Chair will appoint three persons (two non Scheme Members and one from the relevant Scheme) to undertake an investigation and report back to the SSIP on its findings. The Scheme Member, as part of the terms of its SSIP Membership, agrees to be bound by FMG Chair's decision in respect of any complaint.

Each Scheme will operate its own appeal process.

## **2.10 OBLIGATION TO IMPLEMENT SSIP CHANGES**

Schemes will have robust methods for ensuring changes or amendments to the SSIP Forum Terms of Reference are communicated to and implemented within their Schemes and by their assessors and reviewers. The Independent Auditor will confirm whether these have happened effectively.

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### **3. ASSESSORS, REVIEWERS AND AUDITORS**

Schemes shall ensure their Assessors have adequate competence to undertake an assessment of a Contractor, Designer or CDM-Co-ordinator's compliance with the CDM corporate competence core criteria given in appendix 4 of the CDM ACoP (Stage 1).

#### **3.1 ASSESSOR QUALIFICATION**

SSIP Registered Members will ensure assessors or auditors appointed or employed by them to do the assessment or audit will have the appropriate competence and associated skills, knowledge and experience to enable them to undertake the assessment/audit. Assessors or auditors who are tasked to complete an application beyond their skills, knowledge and experience must be instructed to pass it to a manager or colleague for action.

The SSIP will ensure as far as possible a common framework for CPD among assessors

The minimum level of qualification for conducting a health and safety assessment is:

- the NEBOSH national general certificate or equivalent;
- having, or working towards, a formal audit/assessment qualification e.g. IRCA, or
- have successfully taken the Forum's assessment training module.

#### **3.2 ASSESSOR EXPERIENCE**

The Assessor must have adequate experience of successfully:

- providing advice or guidance on health and safety issues to Contractors and/or Designers, or
- being responsible for delivery of health and safety management.

#### **3.3 ASSESSOR SOFT SKILLS**

Assessors should be able to demonstrate excellent communications skills both written and oral in a manner all can understand. This could be determined as part of customer feedback in quality control.

#### **3.4 ASSESSOR CDP TRAINING**

Assessors will be active in CPD and the Scheme Member will need to demonstrate how this is being addressed.

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### **3.5 NEW ASSESSORS**

Newly appointed Assessors shall have their work actively assessed by the Scheme Member over an initial 6 month period, or 25 assessments, whichever is completed first, to check that they attain the requested standard.

### **3.6 REVIEWERS**

Schemes shall ensure that they appoint adequate numbers of Reviewers.

Results of reviews will be actioned by Scheme Members and will also be made available to the Independent Auditor.

### **3.7 CONFLICT OF INTEREST**

Scheme Members will ensure their Assessors and Reviewers have no conflict of interest in performing their assessment of organisations, or review of Assessors' work.

### **3.8 INDEPENDENT AUDITORS**

All Independent Auditors shall, to the satisfaction of the FMG, have:

- formal H&S qualifications;
- industry experience;
- experience of auditing.

Auditors shall respect the confidentiality of all Scheme material, except that they may share relevant material gathered in the course of an audit with SSIP, via the FMG.

All Independent Auditor outputs will be reported to the Forum and copied to the relevant Scheme Member.

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## **4. VARIATIONS**

### **4.1 THRESHOLD ASSESSMENT STANDARDS**

These are described in the CDM Core Criteria and are subject to annual audit. These may only be changed by review of the CDM Regulations and in such an event, the FMG will advise the Forum on relevant actions and action to be taken.

### **4.2 TERMS OF REFERENCE AND DEEM TO SATISFY**

Variations to these Terms of Reference and the associated Deem to Satisfy may be changed with the agreement of the FMG and all Members shall be notified of changes by direct communication or by publication on the SSIP website.

### **4.3 FUTURE CONSIDERATION – VERIFICATION VISITS**

For future consideration (some Members may already refer to these as site audits).

The SSIP meeting in September 2008 agreed in principle an interpretation of the CDM 2007 Approved Code of Practice could involve an on-site visit to verify contractors are working in a safe manner. Those schemes not already doing these “verification visits” will undertake to implement an acceptable level of verification as soon as reasonably practicable.

For the purposes of the scheme a “verification visit” is a visit by a competent person to a construction site operated by a compliant accredited or registered supplier registered with the SSIP Scheme Member. The visit will ensure (verify) the supplier works safely through a proper and established safe system of work or works on site.

Verification visits will be undertaken on between 3 and 5% of compliant or approved contractors. These verification visits can take several forms:

- a) Visits arranged between the assessing scheme and the contractor where the contractor meets all relevant costs relating to that visit.
- b) Visits arranged between the assessing scheme and the contractor where the scheme meets all relevant costs relating to that visit.
- c) Visits carried out by another SSIP scheme.
- d) Visits carried out by another third-party such as a client or their agent.
- e) Visits carried out by safety consultants on behalf of the contractor or a client.

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## APPENDIX 1

### 1. LICENCE TO USE THE SSIP COMPETENCE FORUM LOGO

#### 1.1 Terms and Conditions of Use

- a) Only schemes that have successfully completed their annual audit and paid their annual membership fee are authorised to use the *Safety Schemes in Procurement* logo.



- b) Founder Members of the SSIP who have successfully completed their annual audit and have paid their annual membership fee have exclusive use of the logo below that identifies them as a SSIP Founder Member.



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- c) Those organisations wanting to be identified as supporters of SSIP and have had their application approved by the Forum, paid their annual subscription fee are entitled to exclusive use of the (Affiliate) Member logo below.



- d) The logo may be used on promotional material but must be accompanied by an objective explanation of the SSIP. (For example; The Safety Schemes in Procurement Competence Forum (SSIP) is an umbrella organization to facilitate mutual recognition between health and safety pre-qualification schemes wherever it is practicable to do so)
- e) The logo may be used on a Member's website or websites subject to a reference to Copyright.
- f) The SSIP Competence Forum logo is protected under SSIP copyright 2009. Its use is exclusively controlled.
- g) The SSIP logo cannot be reproduced from any other source other than from originals supplied by the SSIP Co-ordinator.
- h) The logo must appear in a sensible size and position. It must not appear lower or after any other logo other than the member's own branding (if applicable), but must not be used in conjunction with any other logo in such a way as to suggest a relationship other than Membership of SSIP.

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- i) The logo can be re-sized, providing the lettering remains legible. Applications for use of the logo outside these guidelines and restrictions must be made in advance and in writing to Pauline Clayden (SSIP Co-ordinator), NHBC Services Ltd, Davy Avenue, Knowlhill, Milton Keynes, MK5 8FP

## **1.2 How the logo may be used**

The logo must be used subject to the terms and conditions laid out in this license. Use of the logo is exclusive to those who maintain Membership of the SSIP and have paid their annual license.

The logo may be used in the following:

- a) a Scheme Members stationery (including letter headed paper, envelopes, compliment slips and business cards);
- b) on the Members website;
- c) a Member's advertisements (TV, press, posters, magazines, internet);
- d) a Member's promotional literature; and,
- e) a Member's exhibition stand or stands.

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## APPENDIX 2 : TABLE OF EQUIVALENCES

Name of Scheme	Construction Contractor	Principal Contractor	CDMC	Designer	Group	Non-Construction	Care Service Member
CHAS (Compliant)	✓	✓	✓	✓	✓	✓	✓
CHAS (Accredited)	✓	✓	✓	✓	✓	✓	✓
NHBC (SafeMark)	✓	✓	✓	✓	✓	x	x
NHBC (Accreditation)	✓	✓	x	x	✓	x	x
EXOR (Gold)	✓	✓	✓	✓	NA	✓	✓
EXOR (Silver Plus)	NA	NA	NA	✓	NA	NA	x
EXOR (Bronze Plus)	✓	✓	✓	✓	x	✓	x
EXOR (Health & Safety Qualified)	✓	✓	✓	✓	x	NA	NA
SMAS	✓	✓	NA	NA	NA	✓	x
Altius VA	✓	✓	✓	✓	✓	x	x
Facilities Services Group	✓	✓	NA	NA	✓	✓	NA
Eurosafe UK Ltd	tbc	tbc	tbc	tbc	tbc	tbc	tbc

**Key**

- ✓ = Audit outcome was SSIP Forum Deem to Satisfy achieved
- x = Audit outcome was SSIP Forum Deem to Satisfy not achieved
- NA = Not applicable as the audit scope did not include category

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## **APPENDIX 3**

### **TERMS AND CONDITIONS OF CO-OPTED MEMBERSHIP**

These terms and conditions (Terms) set out the terms of Co-opted Membership of the Safety Schemes in Procurement Forum (SSIP) by a Co-opted Member.

The Co-opted Member is the corporate body, full details of which appear in the Co-opted Membership application form. The Past Chair is also a Co-opted Member.

Co-opted Membership of the SSIP is available to organisations complying with the following:

1. Industry bodies such as CIC, organisations, or institutions validated by the Engineering Council or body such as the Architects Registration Council.
2. Representing a wide, but relevant section, of the construction industry.
3. Having a constitution and organisational structure allowing fair and reasonable representation of its membership.
4. Representing a profession or established authority within the industry.
5. Having relevance to the remit and workings of the SSIP and construction industry Health and Safety.
6. Membership will be strictly in accordance with the consent of the SSIP FMG.
7. Membership will be reviewed every two years.
8. Members shall have due respect to the workings of the Forum. Any matters considered confidential or sensitive shall be treated as such.
9. Members shall always act in the interest of the Forum or inform the FMG why they cannot.
10. Members may be asked to leave at any time where it is shown that any of the terms and conditions have been seriously ignored to the detriment of the SSIP.
11. The decisions of the FMG are final and no detailed discussions or debates will be entered in to at any time.

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## **APPENDIX 4**

### **TERMS AND CONDITIONS OF AFFILIATE MEMBERSHIP**

These terms and conditions (Terms) set out the terms of Affiliate Membership of the Safety Schemes in Procurement Forum (SSIP) by an Affiliate Member.

The Affiliate Member (or Member) is the corporate body, full details of which appear in the Affiliate Membership application form.

#### **1. Agreed Terms**

- 1.1 Subject to the provisions of these Terms, the Member shall be entitled to describe itself as an Affiliate Member of the SSIP but the Member shall not represent itself as an agent of SSIP for any purpose, nor make any representation on SSIP's behalf.
- 1.2 The Member shall keep SSIP indemnified in full against all direct, indirect and consequential liabilities (including, but not limited to, loss of profits, loss of business and loss of contracts), loss, damages, injury, costs and expenses (including legal and professional fees) awarded against or paid by SSIP in connection with any claim made against SSIP in the event that SSIP is held to be acting as the Member's agent or otherwise arising through the Member's breach of these Terms.
- 1.3 The Member acknowledges that where it is offered particular membership benefits by SSIP, such benefits are on such terms as SSIP in its absolute discretion determines and may be subject to withdrawal or amendment at any time.

#### **2. Fees and Payment**

- 2.1 An annual membership fee shall be payable by the Member to SSIP. Such membership fee shall be payable (without deduction or set off) by the Member, annually in advance, within 30 days of the date of the invoice issued by SSIP. Where membership commences part way through a membership year, the Member shall be required to pay a pro-rata amount of the annual membership fee.
- 2.2 The annual membership fee shall be at such rates as SSIP shall determine from time to time, as notified to the Member. SSIP will give the Member written notice of any annual increases in the annual membership fee prior to the next renewal date.
- 2.3 The annual membership fee shall be exclusive of VAT, which SSIP shall add to its invoices at the appropriate rate, where applicable.
- 2.4 Without prejudice to any other right or remedy that it may have, if the Member fails to pay SSIP on the due date, SSIP may:
  - a) charge interest on such overdue sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of the Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Member shall pay the interest immediately on demand. SSIP may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and/or

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- b) suspend the Member's membership until payment has been made in full.

### **3. Member's Obligations**

#### **3.1 The Member agrees to:**

- a) adhere to the principles promoted by the SSIP from time to time;
- b) abide by any legal requirements and/or statutory or voluntary code(s) of practice applicable to its own trade, industry or profession;
- c) ensure that its Affiliate Membership of SSIP is not used to endorse any commercial or business activity by the Member or any third party or to obtain any commercial advantage;
- d) inform SSIP immediately of any changes in ownership or control (as defined in section 574 of the Capital Allowances Act 2001) of the Member and of any change in its organisation or method of doing business which might affect the performance of the Member in meeting its obligations under these Terms; and
- e) inform SSIP immediately of any current or pending legal proceedings against the Member for actual or potential breaches of civil or criminal regulatory legislation or breach of any statutory or voluntary code(s) of conduct, rules or regulations particular to the Member's own trade, industry or profession.

### **4. Relationship with SSIP**

#### **4.1 The Member shall not:**

- a) represent that the SSIP endorses any of the Member's products or services;
- b) undertake any act or omission that might reasonably be expected to bring the SSIP into disrepute or be prejudicial to SSIP or its operations;

#### **4.2 The Member shall observe all directions and instructions given by SSIP (whether under clause 5 below, or otherwise) for the promotion and advertisement of the Member's relationship with SSIP. The Member shall not make any additional written or oral statement as to the relationship with SSIP without SSIP's prior written approval.**

#### **4.3 The Member acknowledges that on becoming a Member, SSIP gives no representations or warranties as to any increase in business or other benefits that the Member might experience by dint of such membership.**

### **5. Member's Use of SSIP Marks**

#### **5.1 SSIP's trade marks, logos, images and descriptions, and their permitted usage, are defined in SSIP's Corporate Identity and Usage Guidelines and Corporate Affiliate Membership Identity. The Member will follow these guidelines and rules in the production of all materials and their usage of these marks.**

#### **5.2 The Member shall only be entitled to use SSIP's approved wording to describe its relationship with SSIP. The current form of approved wording is as follows: 'As a Member of the SSIP, [COMPANY NAME] are committed to the core values and aims of the scheme and to support and promote the principles of the scheme which are:**

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- a) to act as an umbrella organization to facilitate mutual recognition between health and safety pre-qualification schemes wherever it is practicable to do so
- b) actively advise and influence clients about acceptable interpretation and appropriateness of health and safety competence standards in UK schemes
- c) embrace the core guidance on competence and training in the Approved Code of Practice (ACoP) of the Construction (Design and Management) Regulations 2007.

- 5.3 The approved wording must be used on its own and not linked with any other wording or descriptions. It should not be modified or adapted in any way except with the prior written consent of SSIP.
- 5.4 SSIP shall be entitled to revise such approved wording from time to time. The Member agrees only to use such approved wording and to promptly remove any superseded approved wording, where required.
- 5.5 SSIP shall be entitled to withdraw approval of any wording used by the Member with reference to SSIP in any circumstances.
- 5.6 The Member shall be required to submit to SSIP for prior approval, any materials bearing any reference to SSIP or its trade marks which are not strictly in accordance with SSIP's guidelines or approved wording from time to time in force. SSIP shall respond, indicating its approval or rejection of such materials, as soon as reasonably practicable following receipt.

## **6. Intellectual Property Rights**

- 6.1 Where the Member is permitted by SSIP to use the trade marks or any other intellectual property rights of SSIP, such intellectual property rights shall continue to belong to SSIP or its licensors.
- 6.2 The Member shall be licensed to use such intellectual property rights only as permitted by these Terms and for no other purpose. Such licence is on a non-exclusive, non-transferable basis solely for the duration of the Member's membership.

## **7. Compliance**

- 7.1 SSIP shall serve on the Member an information notice requiring the company to furnish SSIP with such information as SSIP may reasonably require relating to:
- a) use of all materials promoting the Member's status as a Affiliate Member of SSIP, including press announcements, marketing and promotional materials;
  - b) use of SSIP's trade marks, logos, images, and descriptions by the Member on all its printed and published materials including, letters, business cards, web sites, to ensure compliance with these Terms; and
  - c) examples of the Member's initiatives and activities that actively support SSIP goals and values.
- 7.2 SSIP will review any information available in the public domain produced by the Member to assess compliance with these Terms.

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## **8. Termination**

8.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the agreement set out in these Terms if:

- a) the Member fails to pay any membership fees within 30 days of any invoice date;
- b) the Member commits any material or persistent breach of any of these Terms and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach;
- c) the Member is involved in any actions, civil or criminal proceedings or any other acts or omissions in respect of which the Member's continued membership may, in the sole opinion of SSIP, be prejudicial to SSIP or bring SSIP into disrepute;
- d) the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- e) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- f) there is a change of control of the Member.

## **9. Effects of Termination**

9.1 On termination of these Terms for any reason:

- a) the Member shall immediately pay SSIP any sums owing to it as at the date of termination;
- b) the Member shall within 7 working days of termination ensure that any reference to SSIP of the Member's corporate affiliate membership of it together with any of SSIP's trade marks, are removed from all advertising and promotional materials, websites, stationery and other Member materials;
- c) the Member shall immediately cease promoting and advertising its relationship with SSIP and distributing any materials referring to it; and
- d) the Member shall take all reasonable steps to ensure that third parties are not misled as to the current relationship with SSIP by virtue of any materials that remain in the marketplace and public domain.

## **10. Limitation of Liability**

10.1 This clause 10 sets out the entire financial liability of SSIP (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Member in respect of:

- a) any breach of these Terms;
- b) any use made by the Member of its membership of SSIP; and

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- c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms.
- 10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.
- 10.3 Nothing in these Terms limits or excludes the liability of SSIP:
- a) for death or personal injury resulting from negligence; or  
b) for any damage or liability incurred by the Member as a result of fraud or fraudulent misrepresentation by SSIP.
- 10.4 Subject to clauses 10.2 and 10.3, SSIP shall not be liable for loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss of corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 10.5 Subject to clauses 10.2 and 10.3, SSIP's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the annual membership fee paid by the Member in the year to which any claim relates.
- 10.6 Whilst SSIP uses all reasonable endeavours to ensure that any SSIP website used by Members is available at all times, SSIP makes no warranty that any such website will meet any Member's requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected or that the website or the server that makes it available is free of viruses or bugs or is fully functional, accurate or reliable.

## **11. Confidentiality**

- 11.1 The Member shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Member by SSIP, its employees, agents, consultants or subcontractors and any other confidential information concerning SSIP's business or its products which the Member may obtain.
- 11.2 The Member may disclose such information:
- a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of its membership of SSIP in accordance with these Terms; and  
b) as may be required by law, court order or any governmental or regulatory authority.

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11.3 The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this clause 11.

11.4 This clause 11 survives the termination of the Member's membership for any reason.

## **12. Data Protection**

12.1 The Member acknowledges and agrees that details of the Member's name, address and payment record may be submitted to a credit reference agency and personal data will be processed by and on behalf of SSIP in connection with the Member's membership of SSIP, including sending details of membership benefits.

## **13. Force Majeure**

SSIP shall have no liability to the Member if it is prevented from, or delayed in performing, its obligations under these Terms or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of SSIP or any other party), failure of a utility service, communications or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

## **14. Waiver**

A waiver of any right under these Terms is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under these Terms or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise.

## **15. Severance**

15.1 If any provision of these Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms, and the validity and enforceability of the other provisions of the Terms shall not be affected.

15.2 If a provision of these Terms (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

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**16. Entire Agreement**

- 16.1 These Terms (and any documents referred to in them) constitute the whole agreement between the parties and supersede all previous agreements between the parties relating to its subject matter.
- 16.2 Each party acknowledges that, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract) save as expressly provided in these Terms.
- 16.3 Nothing in this clause shall limit or exclude any liability for fraud.

**17. Assignment**

Membership is personal to the Member, who shall not, without the prior written consent of SSIP, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms.

**18. No Partnership or Agency**

Nothing in these Terms is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

**19. Rights of Third Parties**

A person who is not a party to these Terms shall not have any rights under or in connection with them.

**20. Notices**

- 20.1 Any notice or other communication required to be given under these Terms shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of the person specified in the membership application form, or as otherwise specified by the relevant party by notice in writing to the other party.
- 20.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in clause 20.1 or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 20.3 This clause 20 shall not apply to the service of any proceedings or other documents in any legal action.
- 20.4 A notice required to be given under these Terms shall not be validly served if sent by e-mail.

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## **21. Governing Law and Jurisdiction**

- 21.1 These Terms, and any dispute or claim arising out of or in connection with them or their subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 21.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, these Terms or their subject matter.

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## APPENDIX 5

### SSIP COMMON DATABASE : FUNCTIONAL SPECIFICATION

(Version 1.0 : L E Simmons)

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##### SSIP Functional Specification

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## 1. INTRODUCTION

### 1.1 Purpose

Principally, the SSIP Portal is a tool for checking the SSIP status of contractors. The SSIP Portal provides two distinct sets of users with functionality for finding contractors that have passed a CDM Core Stage 1 assessment carried out by one of the SSIP Scheme Members.

The two sets of user the Portal caters for are:-

- Scheme Members who need to check the status of a contractor in order to implement the Deem to Satisfy principle of SSIP membership.
- Buyers who have been authorised to use the Portal to check the status of contractors.

The Portal will be a secured web-based system that integrates scheme member data seamlessly. It will require secure login, auditing, and for “Buyer Users” a control mechanism and/or search credit mechanism for ensuring misuse of the portal is kept to a minimum and to facilitate the eventual self funding requirement of the service.

### 1.2 Definitions, Acronyms and Abbreviations

Item	Description
Portal	The SSIP Portal
Web Service / WS	Web Service – technology for integrating data from two separate systems across the internet.
Buyer	A user of the SSIP Portal that is not an SSIP Scheme Member
Member	A user of the SSIP Portal that is a scheme member

### 1.3 References

This functional specification is based on the SSIP Portal Proposal written by Altius. This document is available from SSIP on request.

## 2. GENERAL OVERVIEW

### 2.1 Positioning

The Portal is required to support the purpose of SSIP, which is to promote mutual recognition of CDM Core Criteria Stage 1 assessments by its members. It will provide access to each scheme’s contractor status (against CDM Core only) and will be used to facilitate the mutual recognition (or Deem to Satisfy). It will also allow authorised buyers to use the same functionality to check the same status, but in more controlled way.

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While the majority of the scheme members have an existing web-based system for their subscribed buyers to check status information, these are primarily behind closed doors and access may not be freely or easily available to the audience that SSIP caters for. Also, to implement the Deem to Satisfy principle of SSIP is likely to become increasingly impractical without the existence of the portal.

## 2.2 Components and Modules

The Portal will consist of the following modules:

- Login: User ID and password-based login and authentication;
- Contractor Search: facility for authenticated users to search Members' data for contractors;
- User Administration: tool for SSIP administrators to manage all users of the Portal;
- Data Administration: tool for SSIP Members to upload their contractor data if required;
- Credits Control: mechanism for restricting Buyer users to a specific number of searches which in the future may be purchased online.

## 1.1 Constraints

### 1.1.1 User Interface

The Portal will be a web-based system that complies with HTML4 and CSS2 specifications. The user interface will be branded against SSIP guidelines.

### 1.1.2 Data Interfaces

Member data integration will be via web service calls directly to Members' own web-based systems or by searching against Members' uploaded data. Uploaded data will be stored locally to the Portal.

### 1.1.3 Technology

To facilitate extensibility, scalability, and future support, the Portal must be a solution based on ASP.Net 3.5 (or above).

### 1.1.4 Hardware

The Portal is to be hosted on the existing facilities of Altius. The Portal must run on the Altius platform, which is Windows 2003, IIS6, SQL Server 2005 and ASP.Net 3.5 or above.

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### 1.1.5 Future Enhancements / Requirements

It is expected that the next version of the Portal will include a subscription element for Buyer users. The subscription element may be a small annual fee or the purchase of “search credits”. This first implementation of the Portal must allow for this requirement to be implemented in the future.

## 3. SPECIFIC REQUIREMENTS

### 3.1 Authentication / Authorisation

The Portal will be secured from public access by a unique user ID and password allocated to each authorised user of the system.

Users will be grouped into Organisations and the Organisation will hold the type of access to be granted to its users.

User types are:

- SSIP Scheme Member: will provide access to the Data Management options in addition to the search. There will be no restrictions on searches.
- Buyer: will provide access to the search function only. Searches will be restricted by the search credits remaining for the specific user (see Search Credits)

Passwords will need to consist of at least 7 characters containing at least 1 upper case, 1 lower case and 1 numeric character.

User IDs will be the email address of the user.

### 3.2 Login Screen

The Portal will present the login page to the user when unauthenticated access to any page of the Portal is requested. The user will be able to enter their user ID and password and request login, after which the Portal will validate the user and redirect to the main search screen if authenticated or display an error if not authenticated.

### 3.3 Login Audit Trail

All login attempts will be recorded for future analysis. This includes bad login attempts and good logins.

### 3.4 Password Reminder

The user will be able to request a password reminder email (to their registered email address) from the login screen.

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### 3.5 Password Change

The user will be able to change their password by selecting a “Change Password” option displayed on the main search screen header bar after they have logged into the system.

Password change will require the user to enter the old password, new password and a repeat of the new password. If the user confirms the password change then it will be validated against the password rule (see 3.1), that the old password matches, and that the new password matches the repeated new password.

### 3.6 Logout

The user will be able to log out of the system by selecting a logout option displayed on the main search screen. Selecting the logout option will return the user to the main SSIP website.

### 3.7 Search

The main search screen will allow the user to enter a company name or part of a company name to search for and then invoke a search.

Invoking the search will search the Member data that has been uploaded into the SSIP Data Store (see below) and will request searches from the Member web services (see below) where appropriate.

Because searching may take some time, the user will be kept up-to-date on search progress, being notified through the use of a progress panel on:

- What member is currently being searched
- Number of matches found so far
- Time taken to search so far

Search results will be displayed in alphabetical ordered list (by company name), with the following information:

- Scheme Member Name
- Scheme Contractor ID
- Company Name
- Company Registered Address
- Last Assessed Date
- Expire Date
- CDM Category
- Work Category\*

**\* SSIP Members only option to view the Work Category information. Not displayed to Buyer users.**

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In addition to the search results, the user will see a summary of the search that will display all the SSIP Members integrated into the Portal with a tick and cross icon indicating if the search was able to search against a member.

When no matches have been found the user will be told “No Results Found”. The Member Summary panel will still be displayed.

### 3.8 Data

#### 3.8.1 Data Dictionary

- ContractorName is the registered name of the company assessed
- LastAssessed is the date of their last successful assessment
- ExpireDate is the date that their assessment is valid until
- CompanyNumber is the contractor’s unique ID or reference for a scheme
- Address is a concatenated field containing the address of the company (excluding Post Code)
- PostCode is the postal code of the company’s address
- CDMCategory is the CDM Category they have met the requirements for (see CDM Categories)
- DescriptionOfWork is an optional field populated with an overview of the work categories they have passed the assessment for. This is used for information purposes by the SSIP member users only.

Note: This structure will result in multiple Contractor search result lines for companies that have met the requirements of more than one CDM Category. Multiple CDM Categories must not be concatenated into the CDM Category field.

#### 3.8.2 Rules

1. CDM Categories must always be present and must be one of those listed below (using the same case and white spaces etc)
  - CDMC
  - Designer
  - Principal Contractor
  - Contractor
2. The last assessed date must be present and be the date the contractor was last assessed. The date must be valid in the format of dd/mm/yyyy.
3. The Expire Date must be present and be the date the contractor’s assessment will expire on. The date must be valid in the format of dd/mm/yyyy.

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4. The search must not contain any indirect assessments, i.e.

*If Altius has assessed company A and Chas has assessed company A independently then the search can list the results from Altius and Chas.*

*If Altius has assessed company B and Chas has provided Chas approval under the Deem to Satisfy, then the search can only list the result from Altius. Chas must not include company B in their list of assessed contractors.*

### 3.9 Search Audit Trail

The Portal will record the searches that the user has performed.

### 3.10 Search Credits

To protect the system from misuse and to enable the future requirement for Buyer user subscriptions, the Portal will allocate search credits to Buyer users.

A single search credit is used when a search has been performed and at least 1 match has been found and displayed.

The user will be told, on the main search page, how many search credits they have left. When there are no more credits the user will not be able to perform any more searches and a “Get More Credits” option will be displayed.

When the user selects the “Get more credits” option, an automated email will be sent to the SSIP Portal Administrator with their details. The SSIP Portal Administrator will then be able to allocate more credits from the Administration part of the Portal.

### 3.11 Data Integration Options

There will be two options for SSIP Members to make their SSIP data available in the Portal. The first is by implementing a web service (WS) and the second is by uploading data directly into the SSIP Data Store.

All Scheme Members wishing to integrate data into the SSIP Portal, will be required to make a one-off payment to Altius VA of £350.00 + VAT (payment for the work involved in integrating data).

#### 3.11.1 Web Service

This option is available to those members that have a web-based system of their own and can implement a web service on the SOAP platform.

The member’s WS must comply with the data requirements, be available between 6am and 9pm 24/7, and respond to search requests in reasonable time.

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The WS call should supply the search parameter and enough information to enable the WS to determine that the call is from the SSIP Portal, as well as information regarding the user performing the search (for implementation of their own audit trail / logging if required).

### 3.11.2 Data Upload

Data uploading is available to those members that do not have their own web-based system, or do not have the capability to implement a web service on the SOAP platform.

Members selecting this option will be shown a “Manage Data” option on the main screen. Selecting this option will present an upload function that will allow the user to upload a data file in an agreed csv format. Uploading data will replace all existing data held in the store for that member only and will not affect any other members data.

Failed uploads must not compromise the integrity and stability of the system.

### 3.12 Data Validity

Members integrated via the WS method will have no data validity issues as this data should always be the latest. However, those members integrating by the Data Upload data will need to ensure that their data is refreshed on a daily basis.

Member data held in the SSIP Data Store will expire after 3 days if not refreshed. On expiry this data will no longer appear in any search results and the “search user” will be informed that the member data is out of date and has been excluded.

### 3.13 Availability

The Portal must be available, without interruption, between 6 am and 9pm 24/7. Hours outside these can be used for maintenance and system administration.

Any interruptions inside the required hours of operation must be result in a “system down” page whenever possible.

### 3.14 User Administration

#### 3.14.1 Access

A User Administration option will be available, from the main screen, to users that have “Portal Administration” access.

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### 3.14.2 Create Organisation

A user organisation can be created using Organisation Name, Address, Main Contact and Type. The type for the organisation can be Member or Buyer.

### 3.14.3 Create User

A user can be created and attached to an Organisation with First Name, Surname, Email (also user ID), Contact Telephone and optional Portal Admin User flag.

The creation of a user will need to auto-generate a password for the user and send a welcome email (including the password and user ID) to the email address of the user.

### 3.14.4 Editing Organisation / User

The Portal should allow all information to be edited.

### 3.14.5 Deleting

Organisations should not be deleted, but de-activated. De-activating a user will not allow the user to log in to the portal. De-activating an organisation will not allow any attached users to login.

### 3.14.6 Managing

There will be screens for selecting an organisation and selecting a user attached to it. Additionally, when viewing a user, their last login date, total logins, total searches and remaining search credits will be displayed along with their user data. The administrator will also be able to send a password reminder to any user.

### 3.14.7 Search Credits

For Buyer user types, an option for adding new search credits will be made available from the User Details screen. Selecting this option will ask the administrator to enter the number of credits required and will then add the search credits to the credits counter of the Buyer user.

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Please complete and sign the section below and then return a copy of the whole document to Pauline Clayden (SSIP Co-ordinator), NHBC Services Ltd, Davy Avenue, Knowlhill, Milton Keynes, MK5 8FP

**We hereby agree to be bound by the terms set out in this document (and may be changed from time to time\*) for the duration of our membership.**

**Organisation**

**Name:**

.....

**Address:**

.....

.....

.....

.....

**Contact Name:**

.....

**Signature:**

.....

**Print Name:**

.....

**Position:**

.....

**Date:**

.....

\*Updated copies of the Terms of Reference will be available via the SSIP Website ([www.ssip.org.uk](http://www.ssip.org.uk)).