



# JIB Training Provider Scheme information and Application

The JIB Training Provider Scheme is designed to provide colleges, further education establishments and training providers access to the JIB online systems for the ECS assessments and ECS cards for their students and learners.

There are two levels to the JIB Training Provider Scheme.

- **JIB Registered Training Provider**
- **JIB Preferred Training Provider**

The JIB Training Provider Scheme offers all electrotechnical training providers access to:

- ECS Assessments for students
- ECS Industry Placement card applications for training provider-controlled work placements (e.g. T Levels, degree sandwich courses, bootcamps etc)
- JIB Apprentice or Trainee Registration
- ECS Experienced Worker cards for Experienced Worker Qualification students
- ECS Lecturer or Assessor cards for members of staff

Registration on to the JIB Training Provider Scheme is straightforward and recognises the existing assessment and validation processes that a training provider has to meet in order to become and maintain an awarding organisation registered centre and other educational quality control requirements.

## Student ECS Card Applications

JIB training providers are able to apply for special college/training provider ECS cards using the ECS online application system. There are some ECS cards that can only be applied for by the training provider on behalf of this students (such as the ECS Industry Placement and ECS Experienced Worker cards).

## ECS Assessments

There are a number of ECS assessments that are available to JIB training providers to deliver to their students that are needed for some special ECS card applications. These assessments may be included as part of a college training package or provided to a student to enable them to apply for an ECS card.

The most common is the ECS Health Safety and Environmental (HS&E) Assessment which is required for ECS card application (the ECS HS&E assessment is compulsory for some ECS card applications).

Other ECS assessments that available to JIB training providers are:

- The Electrical Safety Unit Assessment
- The FESS (Fire Emergency and Security Systems) Assessments (of which there are 4 pathways: Fire, Fire & Emergency Lighting, Security, and Fire and Security)
- The Network Infrastructure Awareness Assessment

JIB training providers can only deliver ECS Assessments to their directly employed staff and students.

## JIB Registered Training Provider

There is no fee to become a Registered Training Provider.

### Criteria

To become a JIB Registered Training Provider, the Provider must:

1. Have been delivering training and assessment (preferably the industry apprenticeship pathway) in the Electrotechnical sector for a minimum of one year.
2. Be registered with an awarding organisation (e.g. City & Guilds, EAL), with direct claim status, to provide an Apprenticeship Standard, higher education degree route, or other Level 3 competency-based assessment route, or sector specific relevant regulated qualification from a recognised awarding organisation (please see Annex 1 for list of qualifications).

A JIB Registered Training Provider must maintain their direct claim status with their chosen awarding organisation for continued JIB Provider recognition.

## JIB Preferred Provider

Training providers that meet the requirements may become a JIB Preferred Provider.

JIB Preferred Providers receive all the benefits of a registered training provider plus additional benefits that include:

- Access to discounted rates for apprentice registration and ECS Assessments
- Use of the 'JIB Preferred Provider' logo
- Inclusion on the JIB and ECS websites as a Preferred Provider and additional marketing opportunities
- Invitations to JIB regional events, forums, and board meetings to network with local employers

A JIB Preferred Training Provider must meet the additional requirements listed below and pay an annual fee.

### Criteria

Applications from colleges and training providers to become a JIB Preferred Provider are welcome from training organisations that:

1. Have been delivering training and assessment in the Electrotechnical sector for a minimum of five years.
2. Are registered with an awarding organisation (e.g. City & Guilds, EAL, LCL Awards etc), with direct claim status, to provide an Apprenticeship, degree route, or vocational qualification Level 3 route (please see Awarding Organisation Registration section).
3. Are currently, and continue to maintain, a minimum Ofsted level 2 (or equivalent inspection) that covers the relevant department delivering the training.
4. Can demonstrate an achieved success rate for the training of apprentices equal to or greater than 65% **or** that they have maintained their 'minimum contract' or 'funded learner' status from the appropriate funding agency in the province they are based within for electrotechnical apprentices.

## Fees

An annual fee of £2,250\* will be payable by Training Providers who are granted Preferred Provider status. (There is no annual fee for Registered Training Providers).

Preferred Provider discounts for apprentice registrations and ECS H&S assessment will be applied automatically through the electronic registration systems.

	<b>JIB Registered Provider</b>	<b>JIB Preferred Provider</b>
Apprentice Registration Fee	£124* per apprentice	£90* per apprentice
ECS Assessments	£47.50* per assessment	£38.50* per assessment
Initial ECS Card Application	£47.50* per application	£47.50* per application
Renewal or replacement ECS Card Application	£38.50* per application	£38.50* per application

\*VAT will be added to all fees charged by the JIB.

## Additional information

### JIB Apprentice Registration

All JIB Registered and Preferred Training Providers can register their apprentices with the JIB.

By registering apprentices, they get the best start to their career in the electrotechnical industry and are recognised as meeting the industry qualifications requirements as they progress through their training programme. They also receive other benefits to help support them during their apprenticeship.

To register apprentices, training providers will be given access to the ECS online application system.

Once the apprentice details have been registered and the apprentice registration fee has been paid, apprentices will then be given full access to the registration scheme benefits including:

- An initial ECS Apprentice card
- Further Apprentice cards on progression to relevant stages (for example with Electrical Installation and Maintenance at Stage 2, 3 and 4 of their training)
- A gold ECS card in the occupation studied, issued on successful completion of their apprenticeship framework / standard
- JIB Safe Isolation Cards and Warning Tags
- Access to the JIB Skills Development Fund which provides grants for further eligible training
- Access to the JIB Handtool Replacement Scheme
- Advice and support from the JIB on employment issues

Full details of the JIB Apprenticeship Training Scheme can be found in the JIB handbook.

To register with the JIB an apprentice must hold the ECS HS&E assessment taken as part of their induction training. Alternatively, the initial classroom-based health and safety unit of the apprenticeship programme can be used as an exemption if the apprentice is registered directly by their training provider.

## JIB Trainee Registration

JIB Registered and Preferred Training Providers can register their trainees with the JIB.

Trainee registration is used for a student that is following a recognised pathway to full qualification as set out in the JIB Craft Training Scheme but, usually, not a formal apprentice. These people could be career changers, those not eligible for funding through an apprenticeship or alternative route. Full details of the JIB Craft Training Scheme can be found in the JIB handbook.

The JIB Registered and Preferred Training Providers can make the initial registration for the trainee and order a trainee ECS card for their student without the need to provide additional documented evidence. Stage 2 and 3 trainee ECS cards showing training progression are available through the normal ECS card application system as the student progress through their training programme.

To register with the JIB a trainee must hold the ECS HS&E assessment taken as part of their induction training. Alternatively, the initial classroom-based health and safety unit of the training programme can be used if the trainee registration is made with the JIB directly by the training provider using the online application system.

## ANNEX 1

### Awarding Organisation Registration

Training Providers must be registered with an awarding body to provide at least one of the following:

- An electrotechnical apprenticeship recognised within the scheme within England, Wales, or Northern Ireland such as:
- The Level 3 Electrotechnical qualification (installation) or (maintenance) apprenticeship standard (in England) or
- The Level 3 NVQ Diploma in Installing Electrotechnical Systems and Equipment (buildings, structures, and the environment) or
- A Level 3 Electrotechnical Experienced Worker Qualification or
- A route leading to the award of an ECS gold card in another discipline such as Fire, Emergency and Security Services (FESS), Network Infrastructure, Telecommunications, Digital Support, Network Support, Digital Security, Building Energy Management Systems, or other relevant discipline
- This could include higher education establishments

Alternatively, for a JIB Registered Training Provider a sector specific relevant regulated qualification (such as BS5839) from a recognised awarding organisation.

If you are unsure if you would meet these requirements, please contact [rebecca.webster@jib.org.uk](mailto:rebecca.webster@jib.org.uk)



# JIB Registered and Preferred Training Provider Application

## Section 1

### Authorisation and Declaration

Training Provider Name:

Training Provider Address:

Postcode:

I, the undersigned, wish to apply for the organisation named to be a JIB Registered Training Provider or a JIB Preferred Training Provider.

I have read, and agree to comply with, the Training Provider terms and conditions in Annex 2 as well as the Data Protection Schedule in Annex 2 and the **JIB Data Privacy Policy**, how it applies to personal data shared by the Provider to the JIB as a joint controller and processor as set out in these documents.

Name of Signatory:

Job Title:

Signature:

Date:

This application is for (please indicate in relevant box)

<b>JIB Registered Training Provider</b>	<input type="checkbox"/>	Complete sections 1, 2 and 3
<b>JIB Preferred Training Provider</b>  An annual registration fee applies to be a JIB Preferred Provider	<input type="checkbox"/>	Complete sections 1, 2, 3 and 4



## Section 2

### Details of the Primary User

The Primary User will manage ECS card applications and the ECS Assessment system. Typically, this will be a senior manager or administrator appointed by the senior executive that signs this form.

**The Primary User will have administration rights to manage the internal staff who have access to the system. This person will be the main contact between the JIB and the company for apprentice registration administration.**

Title:	Forename:	Surname:
Email:		
Primary User Telephone:		

## Section 3

### Documentation for all applicants

Criteria	Evidence Provided (please tick to confirm information supplied)
Registered with an awarding body to provide an apprenticeship or qualification listed in the above under Awarding Organisation Registration	<input type="checkbox"/>
Evidence of one-year training and assessment in the Electrotechnical sector	<input type="checkbox"/>
Evidence of qualification direct claim status	<input type="checkbox"/>

## Section 4

### Documentation for Preferred Provider applications

Criteria	Evidence Provided (please tick to confirm information supplied)
Evidence of a minimum Ofsted level 2 (or equivalent inspection report)	<input type="checkbox"/>
Evidence of success rate for the training of apprentices equal to or greater than 65% or maintained 'minimum contract' or 'funded learner' status from the appropriate funding agency in the province they are based within for electrotechnical apprentices.	<input type="checkbox"/>

Please return completed form to [rebecca.webster@jib.org.uk](mailto:rebecca.webster@jib.org.uk)

## ANNEX 2

### Terms and Conditions for JIB Registered and Preferred Training Providers

The following Terms and Conditions apply to all organisations that are licensed by the JIB as Registered or Preferred Training Providers.

Registered Training Providers will receive a restricted Employer Portal licence to:

- Access the JIB ECS online application system, for the purpose of registering apprentices, trainees or learners with the JIB and making certain ECS applications on behalf of learners and registered individuals;
- The ability to apply for a licence to deliver the ECS assessments for apprentices who require the assessment prior to their registration and for learners registered with the provider. These assessments will include the ECS Health, Safety and Environmental Assessments.

Preferred training providers will, as well as the above, access discounted rates for apprentice registration, ECS assessments, be granted use of the JIB Preferred Provider Logo and a listing on the JIB and ECS websites as a Preferred Provider.

*The JIB is responsible for the administration of the ECS Health and Safety assessment in England, Wales, and Northern Ireland.*

*The Electrotechnical Certification Scheme is affiliated to the Construction Safety Certification Scheme (CSCS) and, where applicable, displays the CSCS logo to show compliance with the CSCS requirement of health and safety awareness for access to construction sites.*

*Access to the ECS online registration and assessment systems will be provided to licensed companies after successful application. Access is granted to the company-appointed staff via a two-factor authorisation, using a website login and an email verification code.*

*ECS Assessments available for Registered and Preferred Providers will include:*

- *ECS Health, Safety and Environmental Awareness Assessment*
- *Fire, Emergency and Security Systems (FESS) Operative Assessments*
  - *Fire*
  - *Fire and Emergency Lighting*
  - *Security*
  - *Fire and Security*
- *Network Infrastructure Awareness Assessment*
- *Electrical Safety Unit Assessment*

For further information on services available, please see the ECS website.

## 1. Definitions

The following definitions will apply within these Terms and Conditions.

- 1.1. 'ECS' – Electrotechnical Certification Scheme. The electrotechnical industry's qualification and competency scheme for the independent recognition and verification of qualifications, the grading of operatives and access to construction sites through its affiliation to CSCS. The ECS is offered by the JIB to which applicants apply to be registered. Registration is dependent on the applicant's validated qualifications in order to obtain the grade or occupational discipline as defined within the rules of the scheme.
- 1.2. 'ECS Card' – The card issued under the rules of the ECS scheme.
- 1.3. 'ECS Assessment' – The test carried out by a candidate set by the JIB on health and safety awareness to comply with the requirements of the CSCS Partner Scheme agreement, as well as other technical or health and safety related assessments offered by the JIB as part of ECS requirements.
- 1.4. 'Intellectual Property' – without limitation, all rights existing and/or arising from time to time in connection with discoveries, improvements, business methods, technologies, service marks, logos, database rights, and design.
- 1.5. 'Portal Licence' – the agreement with a licensed organisation defining the scope and restrictions of the licensed organisation to use the electronic web-based portal for ECS Card applications and apprentice or learner registrations.
- 1.6. 'Licensed Organisation' – An organisation under a Portal License to access the ECS Online Services.
- 1.7. 'MyECS' – The facility for ECS card holders that allows an operative to view the details held by the JIB relating to an operative's ECS card and qualifications.
- 1.8. 'Online Services' – services from time to time available to a licensed organisation, ECS card applicants and ECS cardholders through the ECS card website [www.ecscard.org.uk](http://www.ecscard.org.uk).
- 1.9. 'Registered Training Provider' – A Training Provider who has made a successful application to register apprentices with the JIB.
- 1.10. 'Preferred Training Provider' – A Training Provider who has made a successful application to register apprentices with the JIB and benefits from the added benefits provided by the JIB for training organisations that meet the criteria.
- 1.11. 'ECS Licensed Manager' – The person responsible within the Licensed Organisation for the delivery of ECS Assessments for and on behalf of the organisation.
- 1.12. 'ECS Licensed Invigilator' – A person who has undergone specific training, directed by the JIB, to be authorised to invigilate ECS Assessments.

## 2. Interpretation

- 2.1. 'We,' 'us' and 'our' refers to the Joint Industry Board (JIB), whose registered office is at Unit 2, White Oak Square, London Road, Swanley, Kent, BR8 9BH.

## 3. Portal Licence

- 3.1. The JIB will offer a licence to organisations that meet the criteria set for them to become a 'Portal Licensed Organisation.'
- 3.2. Licensed Organisations must comply fully with these terms and conditions.
- 3.3. Registered and Preferred Training Providers must only use the Portal for their apprentice registrations, learners and employed operatives engaged in the company's operational activities.

- 3.4. The licence will be renewed after three years.
- 3.5. The JIB has the right to withdraw a licence from any licensed organisation at any time.
- 3.6. This is a chargeable service provided by the JIB.
- 3.7. All applications made for ECS cards come under the standard Terms and Conditions for the Electrotechnical Certification Scheme which can be found on [www.ecscard.org.uk](http://www.ecscard.org.uk).

## 4. Licensed Organisation's Responsibilities

- 4.1. Licensed Organisations are allowed to use the electronic web-based Employer Portal for ECS card applications and ECS Assessments within the terms of their licence.
- 4.2. Licensed Organisations must:
  - 4.2.1. Only use the Employer Portal for their own learners, apprentices or those employed or engaged by the Licensed Organisation within the scope of their Portal Licence
  - 4.2.2. Ensure the security of the application system/process at all times.
  - 4.2.3. Appoint one or more staff who will take responsibility to comply with the Licensed Organisation responsibilities as a Licence Manager.
  - 4.2.4. Provide all equipment, services, and facilities necessary for the online application system to be used within the organisation and for any ECS Assessment to take place.
  - 4.2.5. Provide a suitable environment for any ECS Assessment to be hosted, either by invigilation within a centre or established through Remote Invigilation, following system instructions.
  - 4.2.6. Ensure that the identity of each ECS card applicant or learner undertaking an ECS Assessment is verified and that all information necessary for the purpose of administering any ECS Assessment is provided to the JIB correctly.
  - 4.2.7. Ensure that the requirements for and ECS registration and card application including ECS Assessments are fully met.
  - 4.2.8. Ensure learners added to the application system have given their permission for the Licensed Organisation to make an ECS card application on their behalf and that the cardholder will manage their access options through the cardholder's MyECS facility.
- 4.3. Licensed Organisations must not provide ECS Assessments, or allow their licensed invigilators to provide, ECS Assessments to any organisation or individual outside the scope of their Portal Licence.
- 4.4. All Licensed Organisations agree to provide ECS Assessments in line with the guidance notes provided by the JIB for the setting up and delivery of ECS Assessments.

## 5. JIB Responsibilities

- 5.1. The JIB will offer a Portal Licence to organisations that meet the criteria set for them to become a 'Licensed Organisation' to administer electronic ECS card applications and to access or invigilate ECS Assessments, both via the ECS Online Services.
- 5.2. The JIB will provide an electronic web based ECS card application service to Licensed Organisations.
- 5.3. The application service is designed to be delivered using web enabled electronic equipment that complies with the IT Supported Systems document available [here](#).
- 5.4. The JIB will ensure systems are in place to protect the data of individuals held within its system in line with the JIB Data Privacy Policy available [here](#).

## 6. Licensed Manager's Responsibilities

- 6.1. Remote Invigilation systems are available for all ECS Assessments. For those who are not able to undertake ECS Assessments by Remote Invigilation, or where a Licensed Organisation wishes to offer such services, ECS Assessments can be established through the Portal.
- 6.2. A Licensed Manager must undertake training by the JIB to be licensed to administer ECS Assessments and when required to undertake refresher training directed by the JIB.
- 6.3. A Licensed Manager may also be a Licensed Invigilator.
- 6.4. A Licensed Manager must:
  - 6.4.1. Administer ECS Assessments for and on behalf of the Licensed Organisation to the guidance notes provided by the JIB for this purpose.
  - 6.4.2. Ensure there is a sufficient number of Licensed Invigilators trained to deliver the ECS Assessments delivered under the licence.
  - 6.4.3. Ensure training for each Licensed Invigilator delivering ECS Assessments for the Licensed Organisation.
  - 6.4.4. Maintain the security of the ECS Assessments system that they are responsible for.
  - 6.4.5. Ensure that the ECS Assessments are hosted in a suitable environment and that candidates have the required equipment needed to take the assessment.
  - 6.4.6. Ensure that the identity of each ECS Assessment candidate is verified and their photograph is taken for use on the ECS card to be issued.

## 7. Licensed Invigilator's Responsibilities

- 7.1. A Licensed Invigilator must undertake initial training by the JIB to invigilate ECS Assessments and when required to undertake refresher training directed by the JIB. Remote Invigilation services are also available which do not require a Licensed Invigilator.
- 7.2. All Licensed Invigilators must be registered with the JIB to deliver ECS Assessments.
- 7.3. A Licensed Invigilator may only deliver ECS Assessments directly for the Licensed Organisation they are registered to.
- 7.4. A Licensed Invigilator must:
  - 7.4.1. Deliver ECS Assessments to the guidance notes provided by the JIB for this purpose.
  - 7.4.2. Maintain the security of the ECS Assessments that they are responsible for.
  - 7.4.3. Verify the identity of the candidate taking the assessment and take their photograph with the ECS Assessment system for use on the ECS card to be issued.
  - 7.4.4. Ensure that a suitable environment and necessary equipment for the assessment is provided by the Licensed Organisation
  - 7.4.5. Follow the ECS Assessment procedures.

## 8. Fees

- 8.1. The Preferred Training Provider will pay an annual registration fee. This is confirmed to the Preferred Training Provider directly each year.
- 8.2. The Licensed Organisation will pay to the JIB all the appropriate fees for ECS registration and card applications and ECS Assessment fees as set out within the application process and on the ECS website at [www.ecscard.org.uk](http://www.ecscard.org.uk)

- 8.3. All fees are due at the time of purchase and must be paid in full to the JIB.
- 8.4. Value Added Tax (VAT) will be payable by the Licensed Organisation and will be charged at the rate applicable on the date of purchase.
- 8.5. The JIB will annually review the charges and administration costs made. Any change in fees charged to a Licensed Organisation will be notified in writing.
- 8.6. Payment may be made by the Licensed Organisation with an advance payment that the JIB holds on account, by a BACS payment (minimum payment £250) or a card payment.

## 9. Complaints

- 9.1. Our objective is to provide a high standard of service. However, we recognise that things can go wrong occasionally and if this occurs, we are committed to resolving matters promptly and fairly.
- 9.2. If our standard of service has not been as expected and a Licensed Organisation wishes to make a complaint, the complaint should be made in writing to the JIB quoting the application reference and include a contact for correspondence.
- 9.3. Our complaints policy is available from the ECS card website, or we will send a copy on request.

## 10. Abusive and Aggressive Behaviour

- 10.1. We have the right to look after our staff and protect them from aggressive and abusive behaviour. We expect interaction with our staff to be professional in all situations.
- 10.2. If any organisation or person behaves aggressively or abuses our staff, they will be dealt with according to our policy document on aggressive and abusive behaviour. A copy of the policy can be found on the ECS website.

## 11. Governing Law

- 11.1. These terms and conditions are governed by English Law.

## 12. Scotland

- 12.1. The Scottish Joint Industry Board (SJIB) is responsible for the administration of the ECS in Scotland. All enquiries regarding ECS in Scotland must be made to the SJIB.

## 13. Logo

- 13.1. The ECS and the JIB logos are registered trademarks. Requests for the use of the mark must be made in writing to the JIB. The marks can only be used if express approval has been received in writing from the JIB.
- 13.2. In the case of either of the registered trademarks being used without the JIB's permission, appropriate action will be taken, which may include legal action.
- 13.3. A Preferred Training Provider will be allowed to use the 'JIB Preferred Provider' logo whilst registered with the JIB as a Preferred Training Provider. If at any time the Preferred Training Provider fails to remain, or is removed, from being a JIB Preferred Provider then the organisation must without delay remove all references of use of the 'JIB Preferred Provider' logo from wherever it has been used.
- 13.4. Registered Training Providers do not have permission to use any JIB or ECS logos.

## 14. Online services

- 14.1. The JIB may make certain online services available to companies and/or individuals through the website. A Licensed Organisation undertakes to use the online services in accordance with the online services description.
- 14.2. The JIB does not make any guarantee that the online services will be available at any time or that they will be uninterrupted or error free.
- 14.3. A Licensed Organisation may not use the website or any of the online services to undertake any act that breaches or may breach any applicable law, is fraudulent, defamatory, discriminatory, obscene, offensive, hateful or harassing, harms or attempts to harm any person, or transmits a virus or other software or code designed to adversely affect the operation of computer software or hardware.
- 14.4. The JIB reserves the right to terminate and/or change the online services at any time on notice to a company and/or individual.
- 14.5. The JIB will from time-to-time work with third parties to deliver the online services on their behalf. These third parties will be bound under the same terms and conditions as set out in this agreement.

## 15. Variation of Terms and Conditions

- 15.1. The JIB has the right to vary these Terms and Conditions at any time. Any changes to these Terms and Conditions will be made available on the ECS Employer Portal and will take effect immediately (unless a later date is specified in the notice).
- 15.2. Nothing said by any person should be understood as a variation of these Terms and Conditions. The terms of this agreement cannot be varied or waived except in writing.
- 15.3. The JIB has the right to enforce these terms and conditions at any time.

## 16. Force Majeure

- 16.1. The JIB shall not be liable for any loss or damage, costs, expenses or other claims for compensation arising as a direct or indirect result of breach or non-performance of any of its obligations under these terms and conditions due to any cause beyond reasonable control including, without limitation, any act of God, war, military operations, riot, accident, failure or shortage of fuel or power supplies, abnormally inclement weather, fire, flood, hurricane, drought, explosion, lightning, strike, lock out or trade dispute.

## 17. Data Protection

- 17.1. Personal data obtained by the JIB in relation to individuals is processed in accordance with current data protection legislation as updated, extended and modified from time to time including the General Data Protection Regulations 2018 (GDPR). Details of the JIB's Privacy Policy are available from the JIB website ([www.jib.org.uk](http://www.jib.org.uk)) or on request from the Data Protection Officer at [dataprotectionofficer@jib.org.uk](mailto:dataprotectionofficer@jib.org.uk).
- 17.2. These terms and conditions of use should be read in conjunction with the JIB Privacy Policy which sets out the processes, storage, security, confidentiality, breaches, and further rights of data subjects in relation to the use of an individual's personal data, and in conjunction with the Data Protection Schedule as part of the Application for JIB Training Providers.
- 17.3. Personal data held by the JIB may be passed to third parties who have a legitimate interest in receiving it. If the individual is making a request via a third party (e.g., a solicitor) then confirmation will be required that the third party is acting on their behalf. For more information about legitimate interests please see the JIB Privacy Policy.

- 17.4. From time to time the JIB may contact ECS Cardholders by post, email or by telephone to brief them about the JIB's activities and developments or products and services relevant to their ECS registration. This will only happen if the individual has consented to this contact or if there is another lawful basis for this contact. An applicant has the right to opt out of this service by logging in to their MyECS account or can unsubscribe from such services related to their previous contract on each communication.
- 17.5. Personal information provided to the JIB will be used for general administration purposes, including but not limited to, recording the undertaking of an ECS assessment, processing an ECS card application, communicating with the individual about their ECS application or informing the individual of issues directly related to their registration including, but not limited to, their ECS card, any renewal application or reminders at time of renewal.
- 17.6. Licensed Organisations must ensure the information provided to the JIB as part of an ECS Assessment or an ECS application is accurate and that the Licensed Organisation has a lawful basis for processing by passing this information to the JIB. By using this ECS Invigilation Facility, Licensed Organisations confirm this statement to be true for each individual an ECS Assessment or an ECS application is made via the Online Services for Licensed Organisations. Individuals are also asked to confirm they agree that personal information may be retained to allow an individual to obtain an ECS card at the point of undertaking ECS Assessments which may include further contact as above under a legitimate interest.

## 18. Online Service Description

- 18.1. The JIB's online service combines a suite of services with the aim of supporting interested parties, ECS applicants and to maximise the benefits from holding an ECS card to both the cardholder and their employer. These services will normally be available 24 hours a day 7 days a week subject to scheduled maintenance windows and unforeseen interruption.
- 18.2. **Supported System Requirements are in the document 'IT Supported Systems' available from the Policies and Document link in the footer of the ECS card website [www.ecscard.org.uk](http://www.ecscard.org.uk).**

## ANNEX 3

### GDPR Data Protection Sharing Compliance Schedule

#### 1. Definitions and Interpretation

1.1. In this Schedule:

<b>Complaint</b>	means a complaint or request relating to either party's obligations under Data Protection Laws relevant to this Agreement and/or the processing of any of the Shared Personal Data, including any compensation claim from a Data Subject or any notice, investigation or other action from a Data Protection Supervisory Authority relating to the foregoing (and <b>Complainant</b> means the Data Protection Supervisory Authority, Data Subject or other person initiating or conducting a Complaint);
<b>Controller</b>	has the meaning given in applicable Data Protection Laws;
<b>Data Protection Laws</b>	means, as applicable to either party and/or to the carrying out of: (a) validation and verification of registered and qualified electricians and all other electrotechnical ECS card holders through web-based verification, (b) verification of registered electricians' BS7671 qualification status, (c) customisable contract compliance criteria to be set for site personnel to ensure real time auditing and reporting for instant administration and accountability:  (a) the General Data Protection Regulations 2018 (GDPR); (b) the Data Protection Act 2018; (c) the Directive 2002/58/EC (ePrivacy Directive) and/or the Privacy and Electronic Communications (EC Directive) Regulations 2003; (d) any other applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party and/or to : (a) validation and verification of registered and qualified electricians and all other electrotechnical ECS card holders through web-based verification, (b) verification of registered electricians' BS7671 qualification status, (c) customisable contract compliance criteria to be set for site personnel to ensure real time auditing and reporting for instant administration and accountability; (e) any laws which implement any such laws; and (f) any laws that replace, extend, re-enact, consolidate, or amend any of the foregoing;
<b>Data Protection Supervisory Authority</b>	means any regulator, authority, or body responsible for administering Data Protection Laws;
<b>Data Subject</b>	has the meaning given in applicable Data Protection Laws from time to time;
<b>Data Subject Request</b>	means a request made by a Data Subject to exercise any right(s) of Data Subjects under Data Protection Laws in relation to any of the Shared Personal Data or concerning the processing of such data;
<b>GDPR</b>	means the General Data Protection Regulation, Regulation (EU) 2016/679;



<b>Permitted Lawful Basis</b>	means that the processing of Personal Data is targeted and proportionate way of achieving the necessary contractual requirements or legitimate interests of the JIB, with some systems providing checking facilities as a matter of public safety, auditing and reporting, reducing the possibility of fraud and to ensure proper rigour of ECS as a scheme as contained within the JIB Privacy Policy Section 13: Legitimate Interest Assessment;
<b>Permitted Purpose</b>	means the processing of ECS applications through a web-based portal system including registration of apprentices, trainees or others, undertaking ECS assessments via remote invigilation systems accessed by the individual and/ or the employer and/or training provider, or undertaking of such assessments by invigilated means within a physical centre, or obtaining any vetting service of behalf of an employee or learner registered with the Licensed Organisation;
<b>Personal Data</b>	has the meaning given in applicable Data Protection Laws from time to time;
<b>Personal Data Breach</b>	has the meaning given in the GDPR;
<b>processing</b>	has the meaning given in applicable Data Protection Laws from time to time (and related expressions, including <b>process</b> , <b>processed</b> , <b>processing</b> , and <b>processes</b> shall be construed accordingly); and
<b>Processor</b>	has the meaning given in applicable Data Protection Laws;
<b>Shared Personal Data</b>	means Personal Data received by the JIB from or on behalf of the Licensed Organisation or vice versa, or otherwise made available to the JIB for the Permitted Purpose.

1.2. Unless otherwise expressly stated in this Agreement the Licensed Organisation's obligations and the JIB's rights and remedies under this Schedule are cumulative with, and additional to, any other provisions of this Agreement.

## 2. Status of this Schedule and the Parties

The JIB shall be a Controller and a Processor of the Shared Personal Data for data received from the Licensed Organisation. As the Personal Data will be for the certification of an individual's ECS registration, they will have access to their own account to manage this as appropriate. Personal Data shall be shared and managed in accordance with the terms of this Schedule.

## 3. Compliance with Data Protection Laws

The JIB and the Licensed Organisation shall at all times comply with all Data Protection Laws in connection with the exercise and performance of its respective rights and obligations under this Agreement and the processing of the Shared Personal Data.

## 4. Obligations on the JIB

The JIB shall ensure prior to sharing the Shared Personal Data with the Licensed Organisation that all appropriate privacy notices have been made available to each relevant Data Subject, as necessary to permit the sharing of the Shared Personal Data with the Licensed Organisation for the Permitted Purpose on the Permitted Lawful Basis as envisaged under this Agreement in accordance with Data Protection Laws. *During the term of this Agreement*, the JIB shall notify the Licensed Organisation if it becomes aware if a relevant Data Subject has requested that their Shared Personal Data is no longer processed by either party for the relevant processing.

## 5. Obligations on Licensed Organisation

- 5.1. The Licensed Organisation shall ensure that at all times:
  - 5.1.1. it shall undertake all processing of the Shared Personal Data only for the Permitted Purpose in accordance with this Agreement and in all respects in accordance with Data Protection Laws;
  - 5.1.2. it shall undertake processing of the Shared Personal Data only to the extent consistent with the Permitted Lawful Basis;
  - 5.1.3. it shall not by any act or omission cause the JIB (or any other person) to be in breach of any Data Protection Laws; and
  - 5.1.4. it shall promptly (and in any event within 10 Business Days) on request provide the JIB with: (a) all copies of all notices, records and information necessary to demonstrate its compliance with this Schedule; and (b) all records referred to in paragraph 10.
- 5.2. Licensed Organisations must ensure the information provided to the JIB as part of the ECS application is accurate and that the Licensed Organisation has a lawful basis for processing by passing this information to the JIB. By using this Employer Portal, Licensed Organisations confirm this statement to be true for each individual an ECS application is made via the Online Services for Licensed Organisations. Confirmation is sent to the individual once application is made by the Licensed Organisation and the individual will have access to and control over their personal data via their MyECS account.

## 6. Technical and Organisational Measures

- 6.1. The Licensed Organisation shall at all times:
  - 6.1.1. put in place and maintain appropriate technical and organisational measures so as to ensure the protection of the rights of Data Subjects under Data Protection Laws and as otherwise required to meet the requirements of both parties under all Data Protection Laws;
  - 6.1.2. implement and maintain appropriate technical and organisational measures to protect the Shared Personal Data against accidental, unauthorised, or unlawful destruction, loss, alteration, disclosure, or access; and
  - 6.1.3. without prejudice to any other obligation in this paragraph 6, implement technical and organisational security measures in accordance with the Licensed Organisation's Privacy Policy in line with Data Protection Laws.
- 6.2. The Licensed Organisation shall at all times ensure the processing of the Shared Personal Data shall be limited to the authorised personnel of the Licensed Organisation (or of a permitted third party under paragraph 7) that:
  - 6.2.1. need to process it for the Permitted Purpose in accordance with this Agreement;
  - 6.2.2. are reliable and adequately trained on compliance with all Data Protection Laws and this Schedule; and
  - 6.2.3. are subject to (and comply with) a binding written contractual obligation to keep the Shared Personal Data confidential.

## 7. Disclosures to Third Parties

- 7.1. The Licensed Organisation shall be liable to the JIB for all acts and omissions of each of its staff and each of the third parties referred to in paragraph 7.2 (and of all third parties and staff acting directly or indirectly on its or their behalf) as if they were the acts and omissions of the Licensed Organisation. Each obligation in this Schedule on the Licensed Organisation to do, or refrain from doing, any thing shall include an obligation on the Licensed Organisation to ensure all such staff and third parties do, or refrain from doing, such thing.

- 7.2. The Licensed Organisation shall not engage nor permit any third party (other than its employees in accordance with this Agreement) to carry out any processing of any Shared Personal Data without the prior written consent of the JIB. If the JIB provides such consent the Licensed Organisation shall ensure at all times:
  - 7.2.1. that all processing by such third parties is conducted in a manner consistent with the Permitted Lawful Basis, the Permitted Purpose, the Licensed Organisation's obligations under this Agreement and the restrictions on processing imposed on the Licensed Organisation under this Agreement; and
  - 7.2.2. without prejudice to the above, that each such third party carrying out any processing of the Shared Personal Data is subject to a binding written agreement regulating its processing of the Shared Personal Data which complies in all respects with the requirements of Data Protection Laws.
- 7.3. This system must be used as intended and in line with the JIB Privacy Policy. The JIB Privacy Policy contains details about ECS Check and the lawful basis for processing information.
- 7.4. Licensed Organisations must ensure the information provided to them by using the ECS Online Services is not reproduced, copied, stored or in any other way passed to another party who does not have the right to access this information. Any breach of this policy must be notified to the JIB Data Protection Officer at [dataprotectionofficer@jib.org.uk](mailto:dataprotectionofficer@jib.org.uk) as soon as the Licensed Organisation becomes aware.
- 7.5. Personal data held by the JIB may be passed to third parties who have a legitimate interest in receiving it. For more information about legitimate interests please see the JIB Privacy Policy. If an individual is making a request via a third party (e.g., a solicitor) then confirmation will be required that the third party is acting on their behalf.
- 7.6. ECS card information may be verified using a number of digital platforms under the term 'ECS Check'. These systems work by confirming ECS card information of individuals where presented by the individual (i.e. by scanning a one-time generated QR code with the individual's MyECS App) or their employer (through ECS Check for Clients and the Supply Chain) for the purposes of verifying certification on a project or contract, or by confirming details within the ECS Check for the public by using the online search function. This system only confirms the information which has been presented as contained on an ECS card.
- 7.7. The JIB does not share personal information of employees of the Licensed Organisation unless and until these individuals added and given the relevant permissions within the ECS portals by the Licence Manager in line with these terms and conditions and this Data Protection Schedule.
- 7.8. Personal information available and entered through the Remote Invigilation system may be accessed for technical purposes by the JIB staff, IT staff and any consultants necessary for the operation of the system in accordance with the JIB Privacy Policy as mentioned above.

## 8. International transfers

The Licensed Organisation shall not transfer the Shared Personal Data to any country outside the United Kingdom or to any international organisation (as defined in the GDPR) without the JIB's prior written consent.

## 9. Data Subject Requests, Personal Data Breaches, and Complaints

- 9.1. The Licensed Organisation shall promptly (and in any event within 12 hours) notify the JIB if the Licensed Organisation suspects or becomes aware of any actual or threatened occurrence of any Personal Data Breach in respect of any Shared Personal Data. The Licensed Organisation shall promptly (and in any event within 12 hours) provide all such assistance and information as the JIB requires to report any actual or suspected Personal Data Breach to a Data Protection Supervisory Authority and to notify affected Data Subjects under Data Protection Laws.

- 9.2. The Licensed Organisation shall promptly (and, in any event, within 12 hours of receipt) inform the JIB if it receives any Complaint or Data Subject Request. When receiving and responding to a Data Subject Request or a Complaint the Licensed Organisation shall consult in advance with the JIB and promptly comply with the JIB's instructions (if any).
- 9.3. Subject to the remainder of this Schedule, as between the parties, responsibility for compliance with and responding to:
  - 9.3.1. any Data Subject Request falls on the party which first received such Data Subject Request;
  - 9.3.2. any Complaint falls on the party which receives the Complaint from a Complainant;
  - 9.3.3. each party's respective obligations in respect of any Personal Data Breach (including notification of the Data Protection Supervisory Authority and/or Data Subject(s)) impacting or relating to any Shared Personal Data in the possession or control of the Licensed Organisation (or any third party with whom it has shared such data) falls on the Licensed Organisation; and
  - 9.3.4. each party's respective obligations in respect of any other obligation under Data Protection Laws (including any obligation to notify the Data Protection Supervisory Authority and/or Data Subject(s) of any other Personal Data Breach) falls on each party subject to such obligation(s).
- 9.4. Each party shall promptly co-operate with and provide reasonable assistance, information, and records to the other to assist each party with their respective compliance with Data Protection Laws and in relation to all Complaints and Data Subject Requests.
- 9.5. The JIB's obligations under paragraphs 9.3 and 9.4 shall be performed at the Licensed Organisation's expense.

## 10. Records

The Licensed Organisation shall maintain complete, accurate and up to date written records of all of its processing of the Shared Personal Data and as necessary to demonstrate its compliance with this Schedule.

## 11. Retention

- 11.1. Except as required by applicable law in the United Kingdom the Licensed Organisation shall:
  - 11.1.1. process each part of the Shared Personal Data for no longer than such processing is necessary for the Permitted Purpose and compliant with this Schedule and all Data Protection Laws subject to the requirements of ECS as set out in the JIB Privacy Policy; and
  - 11.1.2. immediately confidentially, irrecoverably and securely destroy or dispose of all Shared Personal Data (and all copies) in its possession or control that can no longer be processed in accordance with paragraph 11.1.1.



## 12. Indemnity

- 12.1. The Licensed Organisation shall indemnify and keep indemnified the JIB against:
  - 12.1.1. all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a Data Protection Supervisory Authority) arising out of or in connection with any breach by the Licensed Organisation of its obligations under this Schedule; and
  - 12.1.2. all amounts paid or payable by the JIB to a third party which would not have been paid or payable if the Licensed Organisation's breach of this Schedule had not occurred.

## 13. Breach

Any breach by the Licensed Organisation of any of its obligations under this Schedule shall be regarded as being material for the purposes of this Agreement.

## 14. Costs

Except as expressly stated in this Agreement, each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature, and performance of this Schedule.

## 15. Survival

The provisions of this Schedule shall survive termination or expiry of this Agreement and continue *indefinitely*.

