

SHL Terms & Conditions

Frequently Asked Questions

Thank you for agreeing to review the SHL Terms & Conditions (“**Terms**”). We appreciate that often lawyers and contract professionals are required to view documentation, including terms, without being fully briefed on the nature of the products and/or services being purchased. As such we have created this FAQ in the hope that this will provide useful information to enable you to understand why SHL’s Terms are drafted as they are.

As an online assessment provider with over 40 years’ experience, our Terms have been drafted with our clients’ concerns in mind and moulded over time to reach a position where we believe they reflect a commercially reasonable allocation of risk/ obligations/rights between *both* parties.

We pride ourselves on being a client-focused business and are willing to negotiate in good faith any clauses of importance to our clients within the SHL Terms. However, there are a number of key clauses within the Terms which are of great importance to SHL as a business. Some of these clauses are specific to the products and services that we offer, therefore we have included explanatory comments in order for our clients to understand the reasoning for those clauses. Below are some of the more usual questions we have from our clients together with our responses:

Clause	Question	SHL Response
	What is my company purchasing?	SHL offers talent assessment solutions through a multi-tenant online assessment platform, from Talent Acquisition through to Talent Management. Additionally, our global team of HR experts, occupational psychologists, and implementation advisors can partner with you to undertake professional services, including training services, consulting projects, competency framework design, job analysis, tailored assessment design and identifying and implementing best assessments to help your organization select and develop the right people for the right roles.
2.2	Do we own the Intellectual Property (“IP”) in the deliverables?	SHL does not develop IP for client ownership. SHL provides solutions to clients that leverage a wealth of pre-existing SHL IP and we provide a license to clients to use the services and subsequent work product (including the deliverables), to achieve clients’ business objectives. SHL at all times retains ownership of its IP in the online systems and deliverables (such as assessment reports), but provides a license to clients to use the SHL IP for the term of the services (for the system) and perpetually (for the candidate reports).
2.2 (i)	What deliverables do we get?	<p>Assessment Reports</p> <p>SHL delivers: (i) “off-the-shelf” assessments/reports; and (ii) custom/configured reports for clients where there is a need to report against a client’s own competency framework. In producing that report, there will potentially be new IP that is created, but this will be derived from pre-existing SHL IP and therefore cannot be separated without compromising SHL’s rights to its underlying IP.</p> <p>What we offer to clients are different licences for the services/deliverables to be provided:</p> <ol style="list-style-type: none"> 1. Access to Online Assessments: Clients are granted a licence for a period of time agreed by the parties, to access and use the online assessment system and related assessments. 2. Tangible Output: This results from the services, for example, in the form of assessment reports produced on candidates, UCF-based competency frameworks etc... Here SHL grants a perpetual licence to use this output for our clients’ internal HR business purposes. This allows our clients to benefit fully from the services, without prejudicing or compromising SHL’s rights to its own IP. Clients can download these reports from the online system that they have a license to use during the term of their order with SHL. <p>Similarly, any assessments that we may be required to develop, including Situational Judgement Tests (“SJTs”) would be based on SHL’s pool of pre-existing assessments/materials and would use our proprietary scoring algorithms. As such SHL does not part with ownership of its IP. Clients at all times retain IP in any client materials provided to SHL.</p>

Clause	Question	SHL Response
2.4	What is Research Data and Benchmarking?	<p>SHL collects research data to ensure that the SHL psychometric instruments remain fair and objective and to prevent unfair discrimination. In order to provide our systems and perform such research, it is essential that we obtain a license from our clients to allow us to use the data to perform the services and related research. All research data is only used in an anonymized and aggregated format and will never identify an individual client or candidate.</p> <p>This concept is fundamental to SHL as a business providing these services, allowing us to give our clients the benefits of our assessments, which SHL have validated and benchmarked and which are of value to you as the client. As such we ensure an <i>upfront</i> request for a right to use client data in an anonymized and aggregated format, solely for the purpose of us performing research for the benefit of our clients using SHL's services.</p>
3.1	Data Processing Schedule	<p>As a Data Processor, SHL assists its clients in their compliance with Data Protection laws, as Data Controllers by including:</p> <ul style="list-style-type: none"> (i) applicable data protection terms in its agreements with its clients where applicable; and (ii) data protection terms in the Data Protection Notice ("DPN") that is on the client's platform (or project) that the client's candidates will see before they take an SHL assessment. <p>We are happy to discuss further with our clients how SHL is compliant with the global data protection laws and answer any questions/provide applicable documentation etc.</p>
3.2	Can SHL restrict the transfer of data to the country we are based in?	<p>SHL processes data in different jurisdictions and therefore we cannot agree to only hold personal information received from a client in their residing country. All of SHL's affiliates comply with the SHL information security policy and all SHL entities have signed an Intragroup Agreement containing the European Union ("EU") Standard Contractual Clauses, which have been approved by the EU data protection authorities for the transfer of data outside the European Economic Area.</p> <p>All SHL entities have the same technical, physical, and administrative security controls and are required to comply with the same data protection policies and procedures, applicable laws, and the terms of its client and client contracts governing the collection and use of personal information.</p> <p>For specific data storage requests please ask your account manager as this is dependent on region and platform. However, data is processed in the following countries: United Kingdom, United States, India and South Africa. Further information is available through our Security & Compliance Documentation Portal.</p>
4	What indemnities does SHL provide?	<p>Data Protection: SHL understands well its clients' concerns, particularly in light of the changing Data Protection landscape. As such, SHL offers an indemnity for damages arising from claims due to SHL's failure to comply with applicable data protection laws and/or SHL acting contrary to our clients' lawful processing instructions.</p> <p>Intellectual Property: SHL also provides an indemnity for infringement of third-party intellectual property rights by our services as IP is the main element of our business and therefore a key area of concern for our clients. We provide a full defense indemnity that is unlimited and uncapped. Any liability arising out of our general breach of the agreement should be claimed via a usual breach of contract action, rather than seeking to rely on an indemnity.</p>
5	Are there any Limitations on your Liability?	<p>SHL now offers uncapped liability for direct damages arising out of a breach of GDPR/data protection laws or confidentiality obligations, in addition to IP infringement, fraud and death/personal injury. SHL's general liability cap is proportionate to the value of the agreement and is subject to direct damages only. We consider this approach a fair apportionment of risk, although we are happy to discuss further with respect to other areas that our clients may have concerns with, that are more industry-specific.</p>

Clause	Question	SHL Response
7	Does SHL allow Termination for Convenience?	SHL does not offer termination for convenience, as pricing is often based on a commitment from our clients, for example some of SHL's pricing discounts are based on committed subscription periods of at least 12 months. If termination for convenience were required, it would attract a different pricing model which would not benefit from the same levels of discounting as subscription pricing.
9.2	What is the Guidance clause?	SHL's services are provided as an advisory service to clients to use as part of their overall recruitment or development. As standard, we include a clause in all commercial agreements along these lines to ensure that it is clear that SHL has no liability resulting from client's recruitment or development decisions.
10.5	Can we approve Subcontractors prior to you using them?	In order to deliver the services, SHL will rely on the performance of other SHL group companies, specifically in relation to providing some of the online infrastructure and round-the-clock technical support services. We would therefore need flexibility to utilize other such group companies without requiring clients consent to each occasion. This is part and parcel of how our business is operated and necessary for the smooth provision of services.
	Can we attach our own Security /Privacy provisions?	SHL as a SaaS company acts in accordance with its own Security policies and are unable to tailor its security arrangements on an individual customer basis and certainly cannot accept the imposition of an obligation from any customer requiring SHL to alter or amend its security practice. SHL's Information Policy is available here and all our affiliates are subject to this policy.
	Can we Audit?	To maintain the security of SHL's systems and facilities, SHL may not host client audits of its systems. In order to provide its clients with objective evidence that SHL is maintaining sufficient security controls, SHL uses 2 independent methods: (i) SHL engages a third party to produce SOC-1 and SOC-2 audit reports, and (ii) SHL is ISO 27001 and ISO 27018 certified. SHL is happy to provide clients with responses to questionnaires and provide information to demonstrate compliance with the terms of its agreement, e.g. third-party audit summaries.
	Service Level Agreement (SLA)	SHL's scheduled maintenance and uptime commitments are available here :

We hope that this FAQ will be useful as you review the SHL documents. This FAQ does not form part of the contract and is for information purposes only. Should you still require changes to the Terms we can accommodate certain changes either within the SHL Order Form, or within the SHL Master Services Agreement ("**MSA**") where the parties recognize the importance of a longer-term relationship, avoiding annual negotiations of the Terms.

Should you have any further queries or wish to obtain a Word version copy of the SHL MSA for redlining purposes, please contact your SHL Account Manager.