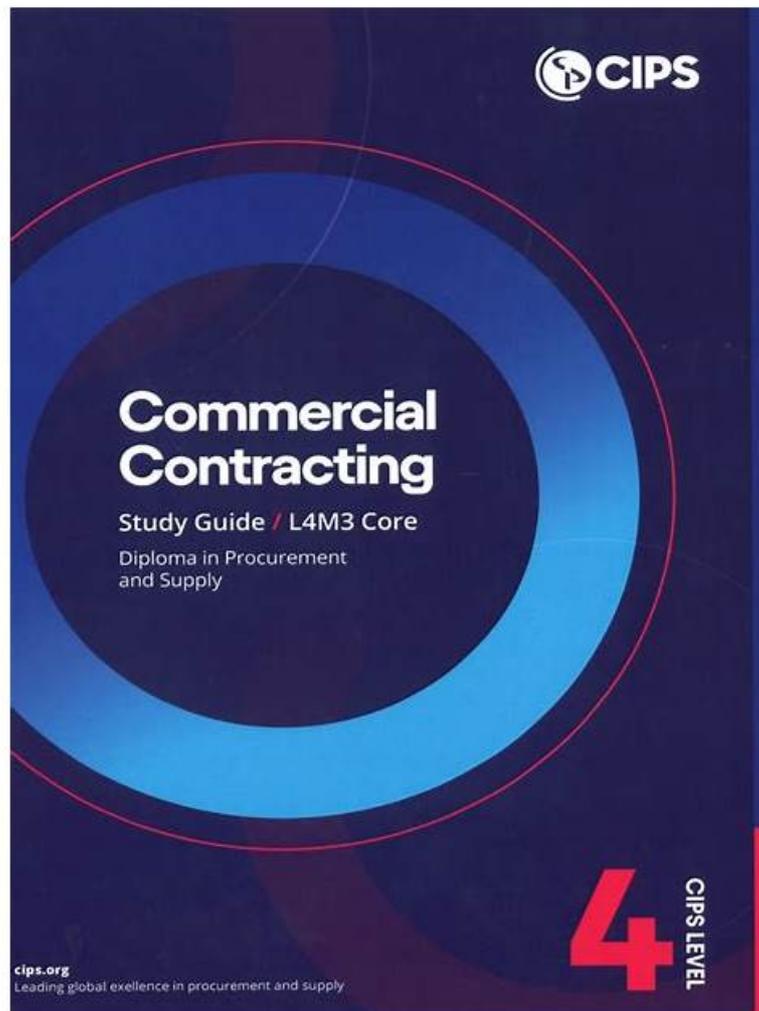


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CIPS Commercial Contracting Sample Questions (Q111-Q116):

NEW QUESTION # 111

Adomical Toys Ltd have recently declared their commitment to international labour standards. Karim is sourcing a supplier for a new range of wooden toys and is keen to ensure that the organisation's corporate objectives are met. Which of the following approaches could he include as part of his specification requirements to achieve this labour outcome?

- A. Use ecologically certified raw materials
- B. Formally measure their carbon footprint
- C. Accreditation to waste reduction schemes
- D. Certification to an ethical trading initiative

Answer: D

Explanation:

International labour standards concern working conditions, fair pay, and human rights. Requiring certification to an ethical trading initiative (A) directly addresses these labour issues (e.g. ETI, SA8000).

The other options address mainly environmental performance (carbon footprint, ecological materials, waste).

Reference: CIPS L4M3 Commercial Contracting - Labour standards and ethical trading requirements in specifications.

NEW QUESTION # 112

Which of the following should include in the service level agreement that is an appendix of a contract?

1. How often the service is measured
2. Minimum qualification of supplier staffs
3. Remedies to resolve dispute
4. On time service delivery

- A. 1, 2 and 4 only
- B. 1, 3 and 4 only
- C. 2, 3 and 4 only
- D. 1, 2 and 3 only

Answer: A

Explanation:

When the SLA is a schedule or an appendix to the contract, it should clearly state the following:

1. KPIs: how they are to be measured, who measures them and how often
2. How the measurements convert into scores
3. Any other service level standards, which may be of lesser importance than the KPIs
4. Minimum acceptable standards or scores in each case
5. Range of scores both above and below the minimum acceptable
6. Any mitigating factors which might apply in the event of poor performance
7. Any time period permitted in which to remedy a situation or poor performance.

In this question, "2. Minimum qualification of supplier staffs" and "4. On time service delivery" are the KPIs, while "1. How often the service is measured" is the frequency in which the KPIs are measured.

The remedies available in the event of poor performance should be set out in the body of the contract, along with those for any other contractual breach. These clauses should be cross-referenced in the SLA.

Reference: CIPS study guide page 110-116

LO 2, AC 2.2

NEW QUESTION # 113

What are five essential elements of a legally binding contract?

- A. Offer, agreement, consensus, capacity, correct form
- B. Offer, acceptance, mediation, capacity, contract
- C. Offer, acceptance, consideration, capacity, correct form

- D. Offer, acceptance, compensation, ability, correct form

Answer: C

Explanation:

The five essential elements of a valid contract are: offer, acceptance, consideration (something of value exchanged), capacity (legal ability to contract), and correct form (in writing if required). These ensure that contracts are legally enforceable and binding.

Reference: CIPS L4M3 Commercial Contracting Study Guide, Chapter 1, Section 1.1.1 - Essential elements of a valid contract.

NEW QUESTION # 114

MWB operates serviced offices in central London. Rock entered a contractual licence with MWB to occupy office space in Marble Arch and had accumulated licence fees in arrears. The original licence agreement contained a 'No Oral Modification' clause that said: 'All variations to this licence must be agreed, set out in writing and signed on behalf of both parties before they take effect'. After 6 months, Rock director re-negotiated to extend payment period over phone call and MWB credit controller agreed his proposal. Is this agreement considered as an effective variation to the original licence agreement?

- A. Modification' clause, must have intended to dispense with the clause
- B. Yes, because the credit controller had agreed with Rock director's proposal
- C. Yes, because parties who agree to altering the original contract orally despite a 'No Oral.
- D. No, because Rock director assumed that the variation was effective and convinced credit controller to believe it
- E. No, because the mechanism for variation has been set out in the original contract

Answer: E

Explanation:

The license can be amended during its lifespan. However, in this case, it already has a clause allowing for mechanism of variation which sets out who can authorise changes and prohibits any oral variation. Therefore, the agreement between Rock's director and MWB credit controller is not an effective variation to the license.

Reference:

LO 1, AC 1.1

NEW QUESTION # 115

Nestle gave away records of "Rockin' Shoes" or a voucher to people who sent in three wrappers from Nestle's 6d. milk chocolate bars as well as 1s 6d. Which of the following were the consideration of Nestle's customer? Select TWO that apply

- A. "Rockin' Shoes" record
- B. Milk chocolate bar
- C. Three wrappers
- D. 1s 6d
- E. The voucher

Answer: C,D

Explanation:

Consideration is one thing given in exchange for another.

In this case, considerations of customers are three wrappers and 1s6d. Consideration of Nestle is Rockin' Shoes record or a voucher.

Reference:

LO 1, AC 1.2

NEW QUESTION # 116

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