



# **IOSH approved course sharing agreement**

This Agreement is made [ENTER DATE AGREEMENT IS SENT FOR SIGNATURE] between:

- (A) IOSH Services Limited (“**ISL**”) whose registered address is The Grange, Highfield Drive, Wigston, Leicestershire, LE18 1NN. Registered in England and Wales under company registration number 01816826.

And;

- (B) [ENTER CUSTOMER NAME] (the “**Customer**”) whose registered address is at [ENTER CUSTOMER REGISTERED ADDRESS]. Registered in [ENTER COUNTRY OF REGISTRATION] under company registration number [ENTER COMPANY REGISTRATION NUMBER WHERE APPLICABLE]

Singularly the “Party” together the “Parties”

## BACKGROUND:

- A. IOSH Services Limited are the trading entity of The Institution of Occupational Safety and Health, a registered charity in England and Wales with charity number 1096790, and in Scotland with SC043254.
- B. [ENTER CUSTOMER NAME] are an IOSH Licenced Training Provider who host an IOSH Approved Course entitled [ENTER COURSE NAME] and wish to share this Course to be delivered by a Third-Party IOSH Licenced Training Provider.

## 1. Definitions

<b>“Agreement”</b>	means a reference to this Agreement and includes all Annexes made under this Agreement;
<b>“Delivery Materials”</b>	means any items that are required to deliver, assess and complete the course to its target audience, including but not limited to visual aids, workbooks and assessment papers.
<b>“Licence”</b>	means the approval needed to deliver an IOSH Produced or IOSH Approved Course.
<b>“IOSH Approved Course”</b>	means a training course, tailored to meet a specific need or industry and then approved by IOSH for delivery by IOSH Approved Training Providers. (also known as a tailored course).
<b>“IOSH Produced Course”</b>	means a training course that is non-industry specific which is produced, and all Intellectual Property Rights are owned by IOSH, that can only be delivered only IOSH Approved Training Providers.
<b>“Third-Party”</b>	means for the purposes of this Agreement, the Training Provider named in Appendix A who has been granted permission from the Customer to use and deliver their IOSH Approved Course subject to the terms and conditions of this Agreement.
<b>“Training Provider”</b>	means Training Providers approved by IOSH to deliver IOSH Produced or IOSH Approved Courses subject to meeting a technical criteria and purchase of appropriate Course Licences.
<b>“Terms and Conditions of Licence”</b>	means the Training Provider Agreement or its predecessor, the Terms and Conditions of License signed by the Training Provider on approval of their IOSH Approved Training Provider status.

## 2. Agreement Commencement date and Time

- 2.1. This Agreement will run for a Term of 12 months, from [Dates the Agreement will commence and terminate]. Upon completion of this Term, this Agreement will end as it is not continual. Extensions may be considered but must be agreed in writing by both Parties and notified at least 1 month prior to the end of the Term and will be deemed as a Variation subject to Clause 16 of this Agreement.

## 3. Third-Party IOSH Approved Course Sharing Agreement

- 3.1. The Third-Party Training Provider referred to in this Agreement (stipulated in Appendix A) are a Training Provider who wish to utilise the Customer's IOSH Approved Course and its related Delivery Materials.
- 3.2. Under the terms of this Agreement the Customer may only share the IOSH Approved Course covered within this Agreement with the Third-Party stipulated in Appendix A.
- 3.3. The Customer must supply any Third-Party Training Provider, or potential Third-Party Training Provider, with a written Agreement confirming that access to Customer's IOSH Approved Course Delivery Materials has been agreed. The Customer will instruct the Third-Party Training Provider to pass a copy of this Agreement to ISL with their application for Licence of the Customer's IOSH Approved Course.
- 3.4. The Customer will provide written confirmation to ISL of said Third-Party Training Provider within seven days of the Third-Party access agreement being signed.
- 3.5. The Customer will advise the Third-Party Training Providers wishing to deliver the Customer's IOSH Approved Course and utilise its' associated Delivery Materials that they must:
  - 3.5.1. be in possession of a written Agreement from the Customer and pass a copy of this to ISL;
  - 3.5.2. have completed the Training Provider application process;
  - 3.5.3. have met all the Training Provider criteria;
  - 3.5.4. have signed the Terms and Conditions of Licence
  - 3.5.5. have paid all invoices; and
  - 3.5.6. hold a current Licence for [ENTER IOSH APPROVED COURSE TITLE].
- 3.6. The Third-Party Training Providers will not be asked to pay material approval fees during the course of this Agreement, as they are utilising the Customer's IOSH Approved Course Delivery Materials, and it is the Customer's responsibility to maintain and update these Delivery Materials and pay appropriate fees.
- 3.7. Before commencing sharing of the IOSH Approved Course content, the Customer agrees that all stipulations within this Clause 3 are agreed.

#### **4. Payments**

- 4.1. Payment shall be made by the Customer, in line with the timescales set out in the Training Provider Terms and Conditions of Licence '.
- 4.2. Until any outstanding fees relevant to this Agreement are paid by the Customer, ISL reserves the right not to issue any Licences or certificates to the Customer or any Third-Party Training Provider.

#### **5. Licences**

- 5.1. The IOSH Approved Course will be subject to an annual Licence Renewal fee, for both the Customer, and, where an extension is granted subject to clause 2 of this Agreement, by the Third-Party Training Provider.
- 5.2. The Customer must hold a current licence for their IOSH Approved Course for this Agreement to be valid.

- 5.3. Should the annual Licence criteria not be met, or the annual Licence fee(s) not be paid by the Customer, ISL reserve the right to cancel the Licence(s) in respect of these courses and serve notice to the customer and to the Third-Party Training Provider that this agreement will be terminated in accordance with the Termination clause (Clause 13). The IOSH Approved Course Licence for the Third-Party Training Provider will state the Third-Party's name and not the customer.

## **6. Timescales**

- 6.1. All Parties agree to abide by the timescales confirmed within this Agreement and any requirements of each other in the delivery of such.
- 6.2. Any other timescales that may be required from time to time must be agreed by both parties in writing.

## **7. Quality Assurance**

- 7.1. The Customer will submit their Course Materials for re-approval upon request by ISL (Fees apply). Once re-approved, the materials must be passed by the Customer to the Third-Party Training Provider to update their version of the IOSH Approved Course Delivery Materials.
- 7.2. ISL reserves the right to conduct this audit upon reasonable notice to the customer
- 7.3. Any changes, amendments or refinements to the IOSH Approved Course and its Delivery Materials identified by, or required as a result of, any ISL audit must be passed by the Customer to the Third-Party Training Provider.

## **8. Delegate Regulation and Results**

- 8.1. The Customer must ensure that results in respect of the IOSH Approved Course carried out by any Third-Party Training Provider are submitted to ISL by the Third-Party, (not the Customer).

## **9. Certificates**

- 9.1. All certificates issued by the Third-Party Training Provider will state the Third-Party's name and not that of the Customer.

## **10. Confidentiality**

- 10.1. Other than as may be required by law, the terms and conditions of this Agreement are confidential between ISL and the Customer.
- 10.2. The Customer needs to make clear in writing to the Third-Party Training Provider that this arrangement is confidential. Records' demonstrating that this been communicated to the Third-Party Training Provider, need to be available for the audit checks by ISL.

## **11. Publicity**

- 11.1. Except as set out in this Agreement and without prejudice to any prior obligations of confidentiality they may have, all parties shall ensure that no publicity relating to this Agreement shall take place by any Party without the prior written consent of the other Parties, which shall not be unreasonably withheld or delayed.

- 11.2. Should the Customer choose to use an agent to advertise IOSH Approved Courses on their behalf, the agent must clearly show the Customer, not the agent, are the registered Training Provider of the courses being advertised, The Customer must inform ISL of the name of the agent they are using, and the Customer is responsible for ensuring the validity of the information being advertised via the agent's website.

## **12. Liability**

- 12.1. Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by its negligence or that of its employees or agents, for fraud or fraudulent misrepresentation, for the wilful misconduct or deliberate default of either Party or that of its employees or agents, for any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (relating to title and quiet possession), or any other form of liability which cannot be limited or excluded by law.
- 12.2. Subject to sub-Clause 12.1 and to any other provision to the contrary in this Agreement, neither Party shall be liable for any loss suffered by the other, whether suffered directly or indirectly, or whether immediate or consequential, arising in contract, tort (including negligence), breach of statutory duty, or otherwise, which falls within any of the following categories:
- a) loss of profits;
  - b) loss of sales or business;
  - c) loss of business opportunity;
  - d) loss of agreements or contracts;
  - e) loss of anticipated savings;
  - f) loss or corruption of data;
  - g) loss of, or damage to, goodwill;
  - h) indirect or consequential loss; or
  - i) special damages, even in the event that the relevant Party was aware of circumstances in which the same could arise.
- 12.3. Nothing in this Clause 12 shall exclude claims for direct financial loss that are not expressly excluded by categories (a) to (i) of sub-Clause 12.2.
- 12.4. Subject to sub-Clause 12.1, in respect of which any liability arising shall be unlimited, the total liability of the Customer whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to a sum equal to the licence fee set out in the Terms of Licence.

## **13. Termination**

- 13.1. To terminate this Agreement during the Term either Party will need to give 60 business days' notice of termination in writing to the other Party and the Customer will notify the Third-Party Training Provider that they must cease delivery of their IOSH Approved Course.
- 13.2. Subject to Clause 13.1 of this Agreement, all other termination rights are as the 'Terms and Conditions of Licence'

## **14. Notice**

- 14.1. Any notice given to a Party under or in connection with this Agreement shall be emailed to the last address notified by either Party.
- 14.2. This notice will be deemed as received, when it is sent and a return email receipt is generated.

## **15. Novation**

- 15.1. ISL is permitted to novate this Agreement and any of its rights and obligations under this Agreement.
- 15.2. The Training Provider shall not novate this Agreement or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of ISL. A breach of this novation clause shall be considered a material breach of this Agreement.
- 15.3. Except as permitted by this Clause 16, neither party may assign, transfer or deal with its rights or obligations under this Agreement.

## 16. Variation

- 16.1. This Agreement may only be varied by written Agreement between each Party's commercial contact who shall each respond in writing within 20 business days of receipt of a proposal for a Variation from the other.

## 17. Law

- 17.1. This Agreement shall be governed by and constructed in accordance with English law and the parties submit to the jurisdiction of the English Courts in respect of any dispute or matter arising out of or connected with this Agreement

This agreement is effective from the specified commencement date (Clause 2.1)

Signed by [NAME OF DIRECTOR and FULL  
TITLE] for and on behalf of [SHARING  
ORGANISATION]

.....

Signature

.....

Date

Signed by Ruth Lake, Director, for and on  
behalf of IOSH Services Limited

.....

Signature

.....

Date

## **Appendix A**

The Third-Party Customers, who are IOSH licensed Training Providers, sharing the Customer's IOSH Approved Course and its Delivery Materials, as of [Commencement date] are:

[enter Third-Party name and address]



## About IOSH

The Institution of Occupational Safety and Health (IOSH) is a global Chartered body. The largest membership organisation for health and safety professionals worldwide. We connect our members with resources, guidance, events, and training, and we're the voice of our profession, campaigning on issues that affect millions of working people.

As a qualifications Awarding Organisation, a developer of training, and an advocate for positive transformation, we seek to build excellence in our profession, drive action from everyone who can influence occupational safety and health standards and ensure that protecting people is at the heart of sustainability.







IOSH was founded in 1945 and is a registered charity with international NGO status.

## About IOSH Training

IOSH Training is the specialist learning delivery arm of IOSH Services Limited (ISL). ISL is a separate commercial entity that invests for the future, generating a surplus which is fully gift-aided to fund IOSH charitable activities.

ISL activities are aligned to IOSH's charitable objects, providing training, education and consultancy support services to organisations and individuals seeking to enhance their knowledge and competence in OSH.

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