



Training Provider Agreement

This agreement (“Agreement”) is dated

between.

(1) IOSH Services Limited, incorporated and registered in England and Wales with company number 1816826 whose registered office is at The Grange, Highfield Drive, Wigston, Leicestershire LE18 1NN (“ISL”).

and (“Training Provider”) – please insert company name and address in text box below.

(2)

each “a Party” and together “the Parties”

Background:

- (A) The Institution of Occupational Safety and Health (“IOSH”) is the world’s leading Membership body for health and safety professionals. IOSH provides evaluation and approval for training courses developed by ISL for delivery by licensed training providers.
- (B) ISL is a trading division of IOSH and is a separate legal entity.
- (C) ISL owns the Intellectual Property Rights in all IOSH-Produced Courses. ISL is licensed to use the IOSH name and the IOSH logo and to enter into sub-licences of IOSH’s Intellectual Property Rights of the IOSH name and IOSH logo.
- (D) The Training Provider wishes to become a licensed training provider to allow them to deliver IOSH-Produced Courses and/or IOSH-Approved Courses on the terms set out in this Agreement.

The Parties agree as follows:

1. Definitions

“Agreement”

means a reference to this Agreement and any attached Schedules, Annexes and any other policies, procedures and documents held online that are referred to in this Agreement.

“Course”

means any IOSH-Produced Course or IOSH-Approved Course or Refresher Course covered by this Agreement, as agreed in writing between the Parties from time to time.

“Course Management System”

means the online platform ISL provide to the Training Provider and other training providers to deliver IOSH-Produced Courses.

“Data Protection Legislation”

means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the “UK

GDPR”), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended

“Delegate”

means a delegate on one or more of the Courses.

“E-learning Bitesize Course”

means an IOSH Approved E-learning Course that takes delegates no more than 1 hour to complete and is designed to raise general awareness of health and safety subjects in the workplace

“Intellectual Property Rights (IPR)”

means all intellectual property rights relating to this Agreement throughout the world for the full term of the rights concerned, whether or not registered and whether or not registerable including, without limitation, copyright, database rights, patents, rights in inventions, know-how and technical information, design rights, design patents, registered designs, trademarks (including business and brand names, domain names, devices and logos) and the right to apply for any of the foregoing anywhere in the world.

“IOSH-Approved Course”

means an industry/sector/subject specific training course created by the Training Provider and approved by IOSH in accordance with their quality standards. These standards and other related information can be found [here](#).

“IOSH Group”

means The Institution of Occupational Safety and Health, IOSH Services Limited and OSCHR Limited.

“IOSH-Produced Course”

means a training course created by IOSH, as updated from time to time.

“Licence”

means the licence provided to the Training Provider once it has completed the licensing process to allow them to deliver IOSH-Produced Courses or IOSH-Approved Courses.

“Modern Slavery”

means the recruitment, movement, harbouring or receiving of children, women or men through the use of force, coercion, abuse of vulnerability, deception or other means for the purpose of exploitation.

“Nominated Member”

means a member of IOSH who has met the required ISL criteria (as amended by ISL from time to time) and been approved as part of the licensing process.

“Quality Assurance”

means the audit process to ensure quality of training and adherence to policies and process surrounding the delivery and assessment of IOSH-Produced Courses and IOSH-Approved Courses as detailed in clause 13.

“Refresher Course”

means a follow-up training course to an IOSH-Produced Course or an IOSH-Approved Course.

“Trainer”

means an employee, contractor or consultant of the Training Provider who meets the specific criteria set by ISL for each IOSH-Produced Course or IOSH-Approved Course they wish to deliver (as such criteria is amended by ISL from time to time).

“Training Provider Knowledge Hub”

means the online information and support centre available only to Training Providers of ISL.

“Training Provider Portal”

means the online self-service portal provided by ISL that allows the Training Provider to control administration and payment tasks around IOSH-Produced Courses or IOSH-Approved Courses.

2. Licence

- 2.1. The Training Provider is not permitted to run Courses without a valid Licence from ISL and will not be licensed without complying with the provisions set out in this Agreement.
- 2.2. A Licence will be provided by ISL to the Training Provider once its application meets ISL criteria, the process is fully completed, and all initial invoices are paid by the Training Provider.
- 2.3. All Licences are per Course and are renewable annually (fees apply). Renewals will be subject to receipt of the relevant fees and signed renewal form. Any subsequent reinstatement of a Licence that has not been renewed will be subject the terms in sub-clause 2.4.
- 2.4. If the Training Provider allows a Licence to expire, it will be required to pay the full Licence fee to reinstate the lapsed Licence and in addition:
 - 2.4.1. the full product cost for any IOSH-Produced Courses; and
 - 2.4.2. re-approval fees for any of its own courses that have not been approved by ISL within the last five years.
- 2.5. The Training Provider may use the term ‘IOSH Approved’ in relation to its Licences or any Courses. The Training Provider will not use any other terminology which indicates or implies that its Licences or any Courses are accredited, authorised, certified, or approved by IOSH or ISL without prior written consent of ISL.
- 2.6. ISL does not limit the number of providers in any country, and so does not offer sole or exclusive provider status. Once licensed, a Training Provider is free to deliver Courses anywhere in the world.
- 2.7. Only the Training Provider’s main address will be registered with ISL, and the Training Provider agrees that the office at that address will deal with all administration relating to training delivery.
- 2.8. The Training Provider agrees that it will not behave in a manner that will bring IOSH Group into disrepute when delivering Courses or administering the training process.
- 2.9. The Training Provider will ensure it always has adequate insurance to cover Trainers and Delegates and all its training activities, in whichever location, whilst carrying out training under the terms of this Agreement. ISL has no liability in this regard.
- 2.10. The Training Provider will be responsible for all facilities offered to Delegates whilst providing Courses.
- 2.11. The Training Provider will advise ISL within 30 days, in writing, of any changes to its address, its contact details, its Trainers or its Nominated Member.

3. Nominated Member.

- 3.1 The Training Provider will:

- 3.1.1 have a Nominated Member who has authority and management responsibility within the Training Provider’s organisation for the Courses, whom it will nominate as its responsible person for all training delivered under the terms of this Agreement;
 - 3.1.2 ensure that, prior to accepting this role, its Nominated Member reads and complies with the Nominated Member role requirements provided by ISL. Requirements can be found in the [Training Provider Knowledge Hub](#);
 - 3.1.3 ensure that the Nominated Member continues to meet all the criteria, as defined by ISL from time to time, for the Courses being delivered;
 - 3.1.4 agree that, if it applies to deliver additional Courses, ISL may require a higher level of IOSH membership for the Nominated Member depending on the level of the additional Courses;

- 3.1.5 notify ISL within 30 days if it becomes aware that its Nominated Member is no longer a member of IOSH, its Nominated Member's membership of IOSH has been suspended, or its Nominated Member is no longer carrying out this role in the organisation or is no longer employed by the Training Provider;
- 3.1.6 ensure that it notifies ISL of a proposed replacement IOSH member to take over the role of Nominated Member as soon as possible, for approval by ISL. During any period in which no Nominated Member is in place, the Training Provider must not run Courses. ISL will be entitled to terminate this Agreement if no suitable replacement Nominated Member is appointed within 30 days.

3.2 It is a condition of this Agreement that if a Nominated Member or their Trainers are found by ISL to have failed to comply with the Nominated Member role requirements provided by ISL and/or acts in a way that could bring the IOSH Group's reputation into disrepute, then ISL reserves the right to refer the Nominated Member to IOSH under its [Code of Conduct](#).

4. Trainers and Learners

4.1 The Training Provider will ensure:

- 4.1.1 that all of its Trainers must be members of IOSH, are practicing professionals and continue to meet the criteria as defined by ISL from time to time for the Courses being delivered;
- 4.1.2 that they will provide details of any new Trainers it wishes to involve in delivering training via a Trainer Application Form and will ensure that the new Trainer does not carry out any training until they have been approved by ISL;
- 4.1.3 if it applies to deliver additional Courses, it understands ISL may require higher levels of Trainer requirements, depending on the level of the additional Courses;
- 4.1.4 that all of its Trainers have access to a complete set of Course materials and that all Trainers are fully familiar with the delivery of the Course materials and the administration of the assessment procedures;
- 4.1.5 if a Trainer is found by ISL to have failed to comply with the Trainer requirements provided by ISL or acts in a way that could bring IOSH Group's reputation into disrepute, then ISL reserves the right to refer the Trainer to IOSH under its [Code of Conduct](#).

5. Marketing/Promotion

5.1 The Training Provider must not advertise Courses prior to its application to become a licenced Training Provider being approved by ISL.

5.2 Once approved, the Training Provider will be supplied with a logo bearing its unique 'Approved Centre Number', which must be displayed and used in accordance with IOSH's logo usage policy (as such policy is amended from time to time) on all Course materials and on all Course promotional materials including the Training Provider's website. This policy can be found in the [Training Provider Knowledge Hub](#).

5.3 The Training Provider must provide ISL with a copy of all promotional materials relating to the Course prior to use, and on ISL's request at any reasonable time following the use of such promotional materials. The Training Provider shall cease use of any such promotional materials if ISL (acting reasonably) considers such promotional materials to be unsuitable or inappropriate.

5.4 The Training provider will not:

- 5.4.1 use the IOSH corporate identity including the IOSH logo without the prior written consent of ISL;
- 5.4.2 use the word or phrase "IOSH" and any Course names in any website domain name or email address.

5.5 If a third Party promotes Courses on the Training Provider's behalf, the Training Provider will ensure that the third Party does not use any IOSH logo or claim to be licensed to deliver the Courses.

5.6 Promotional resources for Training Providers are available through the [Training Provider Knowledge Hub](#).

6. Course Materials

- 6.1 ISL will provide access to IOSH-Produced Course materials via the Course Management System, (and in hardcopy where applicable). IOSH-Produced Course materials must be used in accordance with the guidelines and policies set out in the [Training Provider Knowledge Hub](#).
- 6.2 On receipt of IOSH-Produced Course materials (where applicable), the Training Provider is responsible for checking the content. In the unlikely event of there being any items missing or damaged, the Training Provider must inform ISL about this within 14 days of receipt.
- 6.3 Any IOSH-Produced Course materials must only be used in accordance with the copyright permissions set out in clause 9 and in no other manner whatsoever.
- 6.4 The Training Provider must only use the most recent version of the IOSH-Produced Course or IOSH-Approved Course materials and assessments which have been supplied or approved by ISL in advance for all Courses; no other materials may be used for the Courses.
- 6.5 The Training Provider accepts that any IOSH-Produced Course materials are generic and applicable across industry sectors and have not been tailored for the specific needs or requirements of the Training Provider. ISL warrants that the IOSH-Produced Course materials are produced with reasonable skill and care but does not make any warranty, representation or undertaking that the materials are appropriate for the needs of the Training Provider.
- 6.6 The Training Provider may, without separate approval or fee, add to the Course materials in the form of statistics, policies and risk assessments, photos, slides and videos, as long as the additions do not materially change the original materials or compromise the assessment process.
- 6.7 The translation of IOSH-Produced Course materials by the Training Provider is only permitted when ISL does not offer the product in the language required. Such translations, and any translation of IOSH-Approved Course materials, are the responsibility and cost of the Training Provider. Full process is outlined in the [Training Provider Knowledge Hub](#).
- 6.8 Where ISL requires a translation into English for audit and verification purposes (including Delegate assessment papers, both questions and answers), the Training Provider will be responsible for arranging such translation and any costs incurred in translation will be borne by the Training Provider. The Training Provider must provide ISL with a letter from a suitably skilled and experienced translator confirming that any translation made is a clear and accurate translation of the original materials.
- 6.9 Log ins and access provided for the Training Provider's personnel or Trainers to ISL's Course Management Systems and Training Provider Portal are not to be shared with any other persons.

7. IOSH Produced or Approved Courses and e-learning bitesize courses

- 7.1. ISL does not set the price at which IOSH-Produced Courses, IOSH-Approved Courses or E-Learning Bitesize Courses are retailed. This should be determined by the Training Provider based upon its own costs and market trading environment.
- 7.2. Licences for IOSH-Produced Courses and its associated Course materials are not transferable or saleable to another Party and the Training Provider may not grant sub-licenses to third parties.
- 7.3. Licences for IOSH-Approved Courses are not transferable or saleable to another Party and the Training Provider may not grant sub-licenses to third parties. If the Training Provider wishes to sell, share or assign IPR in their IOSH-Approved Course and the associated support materials, then written confirmation is required and the receiving third Party will need to follow the ISL Licence approval process. Full process is outlined in the [Training Provider Knowledge Hub](#) (fees may apply).
- 7.4. The Training Provider will indemnify IOSH against all third-party claims in reference to IPR used in their IOSH-Approved Course or E-Learning Bitesize Course and its related materials. It is the sole responsibility of the Training Provider to ensure that all appropriate permissions/licenses are in place to utilise third-party content in their IOSH-Approved Course or E-Learning Bitesize Course and its related materials.
- 7.5. The Training Provider must ensure that its IOSH-Approved Course or E-learning Bitesize course materials are promptly updated following any change to any health and safety legislation and learning and development best practice.

7.6. The Training Provider is required to submit its IOSH-Approved Course materials for re-approval every five years, during the fifth year in any such period of five consecutive years (fees apply). Any major alterations to the Training Provider's IOSH-Approved Course materials at any point prior to the five-year re-approval must be resubmitted to ISL (fees apply).

7.7. The Training Provider must provide Delegates with appropriate Course materials

7.8. E-learning Bitesize Courses;

7.8.1. can only be delivered by Training Providers already licensed by IOSH and you must own the IPR within the Course;

7.8.2. can only be sold directly to delegates and business, but not to other commercial Training Providers;

7.8.3. must be re-approved and renewed annually (fees apply). Full process for submission and approval of E-learning Bitesize Courses is outlined in the [Training Provider Knowledge Hub](#).

8. Workbooks

8.1. ISL may give the Training Provider the choice of purchasing Workbooks in hardcopy format, digital format or both where available (fees apply).

8.2. The Training Provider must provide each delegate with a Workbook for IOSH-Produced Courses, (which the Delegate shall be entitled to retain). **Workbooks must be purchased from ISL on a one-to-one Delegate basis. Sharing of Workbooks between Delegates is not permitted.**

8.3. Once purchased, IOSH-Produced Workbooks are non-returnable. Hardcopy Workbooks have a minimum order quantity of 5 workbooks delivered to a single location. This minimum is subject to change and additional fulfilment and shipping charges.

9. Intellectual Property Rights

9.1. Except for rights expressly granted under this Agreement, each Party will retain exclusive interest in, and ownership of its Intellectual Property developed before this Agreement or developed outside the scope of this agreement and cannot be used without consent of both Parties.

9.2. "IOSH" and the IOSH logo are registered trademarks belonging to IOSH and may only be reproduced, either offline or online, with written consent from ISL.

9.3. All IOSH-Produced Course materials including assessments and Workbooks are covered by copyright. Therefore, the Training Provider must not use or sub-licence them, or copy or authorise copies of them, in whole or in part, in any media or format, except as set out in this Agreement.

9.4. During the term of this Agreement, the Training Provider may:

9.4.1. copy any IOSH-produced Course materials provided by ISL, except Workbooks (see Clause 8), to distribute to Delegates on those Courses which have been notified to ISL via the Training Provider Portal. Details of all Delegates receiving a copy of any materials must be notified to ISL via the Training Provider Portal;

9.4.2. copy any IOSH-Produced Course materials provided by ISL for use by its own Trainers in connection with their delivery of the Courses; and

9.4.3. adapt any IOSH-Produced Course materials or any IOSH-Approved Course materials for the purposes set out in sub-clauses 9.4.1 and 9.4.2 above by adding to the materials but not by removing any course content, provided always that the adaptations made do not substantially change the objectives of the Course and in accordance with sub-clause 7.6.

9.5. No part of any IOSH-produced Course materials may be reproduced in any form except as set out in clause 9.4 or with written consent from ISL.

9.6. The Intellectual Property Rights in all training materials for IOSH-Approved Courses remain the property of the author and copyright owner, and ISL will not distribute them to other parties (see Clause 9.1).

9.7. Unless IOSH already has a syllabus for a Course, ISL reserves the right to produce a syllabus based on the IOSH-Approved Course material, and insofar as consent from the Training Provider is necessary to do this, the Training Provider duly consents. This syllabus will be shared with other training providers who wish to write materials to deliver it and who meet the approval criteria to deliver the course.

10. Course Delivery, Assessments and Appeals.

10.1. Prior to the commencement of delivery of any Course, the Training Provider will:

- 10.1.1. ensure that all Learners are appropriately identified and verified in relation to the Course they are undertaking, by requesting copies of documentation including but not limited to passports, national identity cards or driving licence.
- 10.1.2. register the Course via the Training Provider Portal.
- 10.1.3. notify registrations for e-learning and blended learning Delegates via the Training Provider Portal.
- 10.1.4. supply to ISL the names and email addresses of the relevant Delegates and any other information reasonably requested by ISL from time to time to enable ISL to provide access to Delegates to online materials in respect of the Course (where applicable);
- 10.1.5. ensure that the maximum number of Delegates on a face-to-face Course does not exceed 20.

10.2. On delivery and assessment of any Course, the Training Provider will:

- 10.2.1. ensure that all Delegates attending a Course are given an end-of-Course assessment.
- 10.2.2. ensure that all of its Trainers conduct assessments equitably, allowing for Delegates who have recognised disabilities, in accordance with the Reasonable Adjustments Policy in the Training Provider Knowledge Hub.
- 10.2.3. ensure that all Course assessments are carried out under examination conditions (See 'Undertaking Assessments' in the [Training Provider Knowledge Hub](#));
- 10.2.4. provide assessment papers and any other information required as part of the moderation process as requested. ISL will moderate a proportion of all Delegate assessments, at its discretion, to maintain assessment standards.

10.3. Following delivery and assessment of any Course the Training Provider will:

- 10.3.1. upload Course results via the Training Provider Portal, submit Delegate assessment papers as requested and make payment of all fees to ISL within 12 weeks of completion of all face-to-face Courses. Information received more than 12 weeks after the last date of the Course cannot be accepted for assessment and certification without discussion and agreement from the IOSH-allocated Verification and Assessment Officer.
- 10.3.2. ensure that all Courses that it runs are declared to ISL via the Training Provider Portal and that an IOSH Branded Certificate is issued for all successful Delegates.
- 10.3.3. ensure, at all times, the security of assessment papers and IOSH Branded Certificates;
- 10.3.4. retain all Course assessment papers for at least 12 months from the end of the Course.

10.4. If a Delegate wishes to appeal against the marks awarded by the Training Provider, the process outlined in the 'Essential Information' section of the [Training Provider Knowledge Hub](#) must be followed.

11. Refresher Courses

- 11.1. The Training Provider may provide Refresher Courses only if it is licensed to deliver the same full Course.
- 11.2. The Training Provider will ensure that all Delegates sitting a Refresher Course have previously sat and passed the relevant full Course. The Training Provider must ensure that it checks Delegates IOSH Branded Certificates for compliance with the requirements of this sub-clause before commencing Refresher Course training using the [IOSH online Certificate checking tool](#).

11.3. The Training Provider must supply ISL with Delegates' full Course IOSH Certificate number when submitting results for a Refresher Course.

12. Data Protection Legislation

12.1. Each Party agrees to comply with its obligations as set out in Schedule 1 of this Agreement.

13. Quality Assurance

13.1. The Training Provider will:

13.1.1. collect Delegate feedback from every Delegate attending a Course, review the findings of Delegate feedback and continuously improve its Course delivery and standards in response to this feedback;

13.1.2. supply ISL with copies of any Delegate feedback as requested. ISL reserves the right to contact Delegates in relation to feedback received;

13.1.3. allow a representative from ISL upon reasonable notice, to attend the Training Provider's premises to carry out a Quality Assurance audit, including reasonable access to records and documents relating to its organisation, the delivery of training and assessment of Courses;

13.1.4. allow a representative from ISL to attend the delivery of any Course, sometimes without prior notice, to assess the quality of training delivery;

13.2. ISL will carry out periodic Quality Assurance audits of Training Providers to ensure that they conform to ISL's standards of training delivery and to receive feedback from both Trainers and Delegates. The Training Provider will allow ISL to have access to the Training Provider's premises, books, records and Trainers at all reasonable times in order to carry out such audit and take copies of the Training Provider's books and records related to this Agreement.

13.3. Training Providers providing Courses by way of e-learning must allow a representative from ISL reasonable access to their learning management systems relating to the delivery and assessment of Courses.

13.4. Following the audit visit ISL will send the Training Provider a feedback report from the Quality Assurance audit. The Training Provider must comply with any requirements set out in the feedback report within the specified timescale.

13.5. The Training Provider shall comply with the detailed information and adherence requirements regarding Quality Assurance, Policies, Standards and Forms set out in the [Training Provider Knowledge Hub](#).

14. Certification

14.1. The Training Provider will:

14.1.1. issue an IOSH Branded Certificate to each Delegate who has successfully completes a Course and assessment (fees apply);

14.1.2. ensure that it countersigns all hardcopy IOSH Branded Certificates and issues such hardcopy to the successful Delegates within two weeks of receiving the same from ISL; and

14.1.3. pay all fees for replacement IOSH Branded Certificates.

14.2. The Training Provider will not:

14.2.1. issue any certificates to Delegates attending a course other than official IOSH Branded Certificates;

14.2.2. add to or alter an IOSH Branded Certificate in any way without prior written consent of ISL.

14.3. ISL will not release IOSH Branded Certificates to the Training Provider until all relevant paperwork has been received from the Training Provider and all invoices relating to the Course in question have been paid in full.

14.4. ISL will only send hardcopy IOSH Branded Certificates to the Training Provider address registered with ISL, these cannot be distributed to individual Delegates.

15. Complaints Procedure

- 15.1. The Training Provider is solely responsible for handling any queries and settling any Delegate complaints, both prior to, and following delivery of Courses in relation to fees, training delivery, IOSH Branded Certificates and the replacement of IOSH Branded Certificates, and any other matter, other than as set out in clause 10.4 above.
- 15.2. If the Training Provider has a complaint about a failure of an ISL service, they should contact the Customer Service Centre in the first instance on (+44) 116 3500 900 or email csc@iosh.com to investigate and resolve as appropriate. Should the complaint remain unresolved, then the Training Provider has the option to enter the formal complaints process outlined on our website under [comments, compliments and complaints](#).
- 15.3. The decision of ISL is final.

16. Insurance

During this Agreement and for a period of 7 years following termination or expiry, the Training Provider will maintain insurance policies with reputable insurance companies against all risks that would normally be insured against in connection with the risks associated with this Agreement, in the amount necessary to cover its obligations and responsibilities under this agreement or required by Law.

17. Fees and Payments

- 17.1. The Fees payable by the Training Provider under this agreement will be at the rates notified by ISL and may be amended pursuant to a minimum of a period of one months-notice by email to the Training Provider.
- 17.2. Any charges arising from customs or shipping incurred in the provision of the Services will be payable by the Training Provider and ISL will not be liable for any delays incurred as a result of the shipment of materials.
- 17.3. ISL shall invoice and be paid in pounds sterling. All charges associated with currency conversion of any payments into pounds sterling will be payable by the Training Provider.
- 17.4. All sums payable to ISL under this Agreement:
 - 17.4.1. are payable immediately on receipt;
 - 17.4.2. are exclusive of VAT, and the Training Provider shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice where applicable; and
 - 17.4.3. shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) by the due date specified in the invoice.
 - 17.4.4. unreconciled balances will be used to offset payment against the oldest balance as a priority.
- 17.5. ISL will not invoice third parties. Where payment is due from any third party relating to a Course run by the Training Provider, the Training Provider is responsible for invoicing and securing payment in order to submit payment to ISL by the due date.
- 17.6. ISL reserves the right to withhold its goods and services if payment of any invoice submitted to the Training Provider remains outstanding.
- 17.7. Fees paid by the Training Provider are non-refundable.

18. Limitation of Liability

- 18.1. Subject to clause 18.2 and clause 18.3, the total liability of ISL under or in connection with this agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for each Course shall not exceed in a period of 12 consecutive months commencing on the date of this agreement, and each anniversary of this agreement, the total amount of the fees paid or payable by the Training Provider to ISL during that 12 consecutive month period.

18.2. Subject to clause 18.3, ISL Shall not be liable to the Training Provider under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for any:

- 18.2.1. loss of profit;
- 18.2.2. loss of or corruption to data;
- 18.2.3. loss of use;
- 18.2.4. loss of production;
- 18.2.5. loss of contract;
- 18.2.6. loss of opportunity;
- 18.2.7. loss of savings (whether anticipated or actual);
- 18.2.8. loss of goodwill; or
- 18.2.9. indirect or consequential loss.

18.3. Nothing in this clause 18 shall operate so as to exclude:

- 18.3.1. ISL's non-excludable liability for death or personal injury.
- 18.3.2. liability for fraudulent misrepresentation.
- 18.3.3. any other liability which cannot be lawfully excluded.

18.4. Except as expressly stated in this Agreement, all conditions, warranties, or other terms which might have effect between the Parties or be implied or incorporated into this Agreement, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

19. Duration and Termination

- 19.1. This Agreement shall commence on the date set out on page 1 of this Agreement and is renewable annually subject to clauses 19.2 or 19.3 below.
- 19.2. This Agreement will terminate automatically if the Training Provider fails to renew its Licence in accordance with sub-clause 2.3.
- 19.3. This Agreement may be terminated by ISL with immediate effect by notice to the Training Provider if the Training Provider:
 - 19.3.1. is in material breach (which may consist of a series of minor breaches) of any of the terms of this Agreement and, where the breach is capable of remedy, fails to remedy such breach within 30 days of service of a notice from ISL, specifying the breach and requiring it to be remedied;
 - 19.3.2. if there is no approved Nominated Member in place at the Training Provider, in breach of clause 3;
 - 19.3.3. has a receiver, manager, administrator, or administrative receiver appointed over its assets, undertaking or income, has passed a resolution for, or an order is made for, its winding-up, or an equivalent of any of the above occurs in the jurisdiction to which that Party is subject;
 - 19.3.4. acts in a way or is found to have acted prior to the commencement of this Agreement, in a way deemed by ISL in its discretion to bring, or be likely to bring, the IOSH Group into disrepute or to damage its reputation.
- 19.4. On termination or expiry of this Agreement:
 - 19.4.1. the Training Provider shall immediately pay to ISL all of ISL's outstanding unpaid invoices and interest;
 - 19.4.2. any Licences provided by ISL to the Training Provider under this Agreement shall immediately cease.

- 19.4.3. on request, each Party shall promptly return all documents, information, items, and materials in any form of the other Party.
- 19.4.4. any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 19.5. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination or expiry.

20. Modern Slavery

The Training Provider shall comply with all applicable anti-slavery and human trafficking laws, statutes, and regulations from time to time in force, including but not limited to the Modern Slavery Act 2015 and have and maintain throughout the term of this Agreement, its own policies and procedures to ensure its compliance.

21. Notices

- 21.1. Any notice given to a Party under or in connection with this contract shall be in writing and shall be:
 - 21.1.1. Delivered by hand or by pre-paid first-class post at its registered office; or
 - 21.1.2. By email to training@iosh.com marked as urgent with the words 'Training Provider Agreement notice' in the title.
- 21.2. Any notice shall be deemed to have been received:
 - 21.2.1. If delivered by hand, on signature of a delivery receipt.
 - 21.2.2. If sent by pre-paid first-class post or by other next working day delivery service, at 09:00 on the second business day after posting.
 - 21.2.3. in the case of email, when it is sent, and a return email receipt is generated.
- 21.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22. General

- 22.1. The terms of this Agreement and its Schedules may be varied by ISL on giving at least 1-month prior notice by email or letter to the Training Provider and such variation will come into effect on the date specified on such notice.
- 22.2. Neither Party ("Affected Party") shall be in breach under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, pandemic, strikes, lock-outs or other industrial disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction (including but not limited to sanctions), accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.
- 22.3. Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or agency between the Parties.
- 22.4. The Training Provider shall not assign, transfer or charge any of its rights or responsibilities under this Agreement, nor appoint any sub-contractor with regard to such rights or responsibilities, without the prior written consent of ISL.
- 22.5. No provision of this Agreement shall be enforceable by any third Party under the Agreements (Rights of Third Parties) Act 1999 or otherwise.
- 22.6. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

- 22.7. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 22.8. This Agreement shall be governed by and construed 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 it.

For and on behalf of:

IOSH Services Limited

Ruth Lake, Director

Signature



Please complete all fields below:

Company name

Signatory Name and Position

Signature

Date

Schedule 1

DATA PROTECTION AGREEMENT

1. DEFINITIONS

In this Schedule the following definitions shall apply:

| | |
|---|---|
| "Controller", "Processor" and "Data Subject" | shall have the meaning given to those terms in the applicable Data Protection Legislation; |
| "Data Protection Impact Assessment" | means an assessment of the impact of the envisaged Processing operations on the protection of Personal Data, as required by Article 35 of the UK GDPR; |
| "Data Processing Particulars" | means, in relation to any Processing under this Agreement: (a) the subject matter and duration of the Processing; (b) the nature and purpose of the Processing; (c) the type of Personal Data being Processed; and (d) the categories of Data Subjects, as set out in Appendix A; |
| "Data Subject Request" | means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising their rights under the Data Protection Legislation in relation to Personal Data including without limitation: the right of access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object; |
| "ICO" | means the UK Information Commissioner's Office, or any successor or replacement body from time to time; |
| "ICO Correspondence" | means any correspondence or communication (whether written or verbal) from the ICO in relation to the Processing of Personal Data; |
| "Losses" | means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgment, interest and penalties), other professional charges and expenses, disbursements, cost of breach notification including notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments), all whether arising in Agreement, tort (including negligence), breach of statutory duty or otherwise; |
| "Permitted Purpose" | means the purpose of the Processing as specified in the Data Processing Particulars in Appendix A; |
| "Personal Data" | means any personal data (as defined in the Data Protection Legislation) Processed by either Party in connection with this Agreement, and for the purposes of this Agreement may include Sensitive Personal Data (such Personal Data is more particularly described in Appendix A); |
| "Personal Data Breach" | has the meaning set out in the Data Protection Legislation and, for the avoidance of doubt, includes a breach of Paragraph 1.1.1(c); |
| "Personnel" | means all persons engaged or employed from time to time by the Representative in connection with this Agreement, including employees, consultants, contractors and permitted agents; |

| | |
|----------------------------------|--|
| "Processing" | has the meaning set out in the Data Protection Legislation (and "Process" and "Processed" shall be construed accordingly); |
| "Restricted Country" | means a country, territory or jurisdiction outside of the UK which the ICO has not deemed to provide adequate protection in accordance with Article 45(1) of the UK GDPR (as applicable); |
| "Security Requirements" | means the requirements regarding the security of Personal Data, as set out in the Data Protection Legislation (including, in particular, the data protection principles of the Data Protection Act 2018 and/ or the measures set out in Article 32(1) of the UK GDPR (taking due account of the matters described in Article 32(2) of the UK GDPR)) as applicable; and |
| "Sensitive Personal Data" | means Personal Data that reveals such special categories of data as are listed in Article 9(1) of the UK GDPR. |
| "Sub-Processor" | means Advanced Secure Technologies Ltd, a company registered in England and Wales with company no. 03067165. |

2. DATA PROTECTION

2.1 Arrangement between the Parties

2.1.1 The Parties shall each Process the Personal Data. The Parties acknowledge that the factual arrangements between them dictate the classification of each Party in respect of the Data Protection Legislation. Notwithstanding the foregoing, the Parties anticipate that, in respect of the Personal Data, as between the Training Provider and ISL for the purposes of this Agreement, the Training Provider shall act as a Controller and ISL shall, depending on the circumstances of the processing, act as a Controller or a Processor, as follows:

- (a) The Training Provider shall be a Controller where it is Processing Personal Data in relation to Delegates.
- (b) ISL shall be a Controller in relation to passing enquiries from potential Delegates to the Training Provider, and related obligations; and
- (c) ISL shall be a Processor where it is Processing Personal Data in relation to the Permitted Purpose in connection with the performance of its obligations under this Agreement.

2.1.2 Each Party acknowledges and agrees that Appendix A to this Agreement is an accurate description of the Data Processing Particulars.

2.1.3 ISL undertakes to the Training Provider that it will take all necessary steps to ensure that it operates at all times in accordance with the requirements of the Data Protection Legislation and ISL will assist the Training Provider in discharging its obligations under the Data Protection Legislation as more particularly detailed in this paragraph 2. ISL shall not, whether by act or omission, cause the Training Provider to breach any of its obligations under the Data Protection Legislation.

2.1.4 Each Party shall comply with all the obligations imposed on a Controller under the Data Protection Legislation.

2.2 Data Processor obligations

2.2.1 To the extent that ISL Processes any Personal Data as a Processor for and on behalf of the Training Provider (where the Training Provider is acting as the Controller) it shall:

- (a) only Process the Personal Data for and on behalf of the Training Provider for the purposes of performing its obligations under this Agreement, and only in accordance with the terms of this Agreement and any documented instructions from the Training Provider;
- (b) keep a record of any Processing of the Personal Data it carries out on behalf of the Training Provider;

- (c) take, implement and maintain appropriate technical and organisational security measures which are sufficient to comply with at least the obligations imposed on the Training Provider by the Security Requirements and where requested provide to the Training Provider evidence of its compliance with such requirements;
- (d) within thirty (30) calendar days of a request from the Training Provider, allow its data processing facilities, procedures and documentation to be submitted for scrutiny, inspection or audit by the Training Provider (and/ or its representatives, including its appointed auditors) in order to ascertain compliance with the terms of this Paragraph 2.2.1, and provide reasonable information, assistance and co-operation to the Training Provider, including access to relevant Personnel and/ or, on the request of the Training Provider, provide the Training Provider with written evidence of its compliance with the requirements of this Paragraph 1.2. In any event these audits shall not take place more than once in any 12-month period;
- (e) other than the Sub-Processor, not disclose Personal Data to a third Party (including a subcontractor) in any circumstances without the Training Provider's prior written consent, save where ISL is prohibited by law or regulation from notifying the Training Provider, in which case it shall use reasonable endeavours to advise the Training Provider in advance of such disclosure and in any event as soon as practicable thereafter;
- (f) promptly comply with any request from the Training Provider to amend, transfer or delete any Personal Data;
- (g) notify the Training Provider promptly (and in any event within forty-eight (48) hours) following its receipt of any Data Subject Request or ICO Correspondence relating to Personal Data Processed on behalf of the Training Provider and shall:
 - (i) not disclose any Personal Data in response to any Data Subject Request or ICO Correspondence without first consulting with and obtaining the Training Provider's prior written consent; and
 - (ii) provide the Training Provider with all reasonable co-operation and assistance required by the Training Provider in relation to any such Data Subject Request or ICO Correspondence;
- (h) notify the Training Provider promptly (and in any event within twenty-four (24) hours) upon becoming aware of any actual or suspected, threatened or "near miss" Personal Data Breach in relation to the Personal Data (and follow-up in writing) and shall:
 - (i) conduct or support the Training Provider in conducting such investigations and analysis that the Training Provider reasonably requires in respect of such Personal Data Breach;
 - (ii) implement any actions or remedial measures necessary to restore the security of compromised Personal Data; and
 - (iii) assist the Training Provider to make any notifications to the ICO and affected Data Subjects;
- (i) comply with the obligations imposed upon a Processor under the Data Protection Legislation;
- (j) use all reasonable endeavours to assist the Training Provider to comply with the obligations imposed on the Training Provider by the Data Protection Legislation, including:
 - (i) compliance with the Security Requirements;
 - (ii) obligations relating to notifications required by the Data Protection Legislation to the ICO and/ or any relevant Data Subjects;
 - (iii) undertaking any Data Protection Impact Assessments (and, where required by the Data Protection Legislation, consulting with the ICO and/ or any equivalent

regulatory body in respect of any such Data Protection Impact Assessments); and

(iv) without undue delay and where feasible not later than 72 hours after having become aware of it notify Personal Data Breaches to the ICO and/ or any equivalent regulatory body unless the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of natural persons;

(k) upon the earlier of:

(i) the receipt of a written direction of the Training Provider;

(ii) termination or expiry of this Agreement (as applicable); and

(iii) the date on which Personal Data is no longer relevant to, or necessary for, the Permitted Purpose,

ISL shall cease Processing all Personal Data and return and/ or permanently and securely destroy so that it is no longer retrievable (as directed in writing by the Training Provider) all Personal Data and all copies in its possession or control and, where requested by the Training Provider, certify that such destruction has taken place except to the extent required by any applicable law to retain the Personal Data. ISL shall also instruct the Sub-Processor to take the same actions as ISL in this paragraph 2.2.1 (k);

(l) including the Sub-Processor, not make (nor instruct or permit a third Party to make) a transfer of any Personal Data to a Restricted Country except with the prior written consent of the Training Provider and in accordance with any terms the Training Provider may impose on such transfer as the Training Provider deems necessary to satisfy the requirements to ensure that transfers of Personal Data outside of the UK have adequate protections in place as set out in the Data Protection Legislation;

(m) maintain complete and accurate records and information to demonstrate its compliance with this paragraph 2.2.1.

2.3 **ISL Personnel**

2.3.1 ISL shall only disclose Personal Data to its Personnel that are required by ISL to assist it in meeting its obligations under this Agreement and shall ensure that such Personnel shall have entered into appropriate contractually binding confidentiality undertakings.

2.4 **Appointing sub-contractors**

2.4.1 ISL may from time to time, need to engage Sub-Contractors as third-party processors to enable delivery of Products or Services in relation to the Training Provider Agreement. ISL confirms that it will enter into a written agreement with the third-party processor incorporating terms which are substantially similar to those set out in this paragraph 2.

2.4.2 Notwithstanding any consent given by the Training Provider under paragraph 2.4.1, ISL shall remain primarily liable to the Training Provider for the acts, errors and omissions of any sub-contractor to whom it discloses Personal Data, and shall be responsible to the Training Provider for the acts, errors and omissions of such sub-contractor as if they were ISL's own acts, errors and omissions to the extent that ISL would be liable to the Training Provider under this Agreement for those acts, errors and omissions.

3. **INDEMNITY**

3.1 ISL shall indemnify on demand and keep indemnified the Training Provider where in ISL's reasonable opinion, ISL is the sole cause for the indemnification to be relied upon. For the avoidance of doubt, any breaches of the Data Protection Legislation where ISL have acted upon the Training Providers instructions shall not fall under this indemnity.

3.2 Subject to paragraph 3.1, and 3.3 ISL shall indemnify on demand and keep indemnified the Training Provider from and against:

- 3.2.1 any monetary penalties or fines levied by the ICO and/ or any equivalent regulatory body on the Training Provider;
- 3.2.2 the costs of an investigative, corrective or compensatory action required by the ICO and/or any equivalent regulatory body, or of defending proposed or actual enforcement taken by the ICO and/or any equivalent regulatory body;
- 3.2.3 any Losses suffered or incurred by, awarded against, or agreed to be paid by, the Training Provider pursuant to a claim, action or challenge made by a third party against the Training Provider (including by a Data Subject); and
- 3.2.4 any Losses suffered or incurred, awarded against, or agreed to be paid by, the Training Provider, in each case to the extent arising as a result of a breach by ISL (or its sub-contractors) of this Agreement and/or their respective obligations under the Data Protection Legislation.

3.3 ISL's liability under the indemnity set out in this paragraph 3 shall be limited to 200% of the fees payable under this Agreement in any 12-month period.

APPENDIX A

DATA PROTECTION PARTICULARS

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|---|---|
| The subject matter and duration of the Processing | The subject matter of the Data Processing is ISL complying with its obligations under this Agreement. The duration of the Data Processing is until the termination of the Agreement in accordance with its terms. |
| The nature and purpose of the Processing | The Training Provider needs to collect, maintain and use Personal Data relating to Delegates in order to deliver the Courses. The purpose of the Data Processing is the performance of ISL's obligations under this Agreement. |
| The type of Personal Data being Processed | Title, first name, middle name(s), surname, gender, date of birth, email address, mobile phone number, nationality, country of domicile, home address, contact address, qualifications. |
| The categories of Data Subjects | Delegates, Training Provider employees, ISL employees |