

Summary of Changes



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. ISL is a trading division of IOSH and is a separate legal entity.

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 in the IOSH name and IOSH logo.

We, IOSH Services Limited (“ISL”), are making some important changes to our **Training Provider Agreement** to ensure we keep pace with best practices to stay aligned with our Activate 2028 strategy.

A summary of the notable changes and additions to the Training Provider Agreement are outlined below. The full updated Training Provider Agreement is now live.

Section	Clause	Update
Definitions	1	A further 5 definitions have been added to provide greater clarity to this section. <ul style="list-style-type: none"> Course Materials E-Learning Course Face to Face Course Internal Quality Assurance Assessor (IQA) IOSH Branded Certificate or Certificate
		The definition “Course” has been expanded to include ‘e-Learning Course or e-Learning Bitesize Course’ The definition of “Quality Assurance” has been expanded to include e-Learning Courses
Licence	2.3	Amended to include successful completion of ISL internal due diligence checks as a condition for annual licence renewal
	2.6	Amended to explicitly state that it is the responsibility of the training provider to adhere to all Government sanctions in any country they operate.
	2.9	Updated to capture the requirement for training providers to adhere to local legislations and to be responsible for checking accessibility of all facilities used by delegates for trainings.
Nominated Member	3.1	Section updated to highlight that licences will only be issued subject to an approved nominated IOSH member being in place; (3.1.1)
		that the nominated IOSH member is required to read and sign the nominated member role requirements document provided by ISL; (3.1.3)
		that ISL must be notified immediately (formerly ‘within 30 days’) if training provider becomes aware their nominated IOSH member is no longer in place; (3.1.6)
		that ISL will suspend the agreement with the training provider if a new nominated IOSH member is not in place within 7 days of notification (formerly ‘within 30 days’). (3.1.7)
Trainers and Delegates	4.1.4	Clause amended to capture requirement for the training provider to ensure that all its trainers delivering IOSH-produced courses have access to the course materials via the ISL Course Management System (CMS)
Marketing/ Promotion	5.1	Clause updated to explicitly state that the training provider must not advertise courses that they do not hold a current license for
	5.3	A new clause has been added specifying that training providers are required to provide ISL with copies of course promotional materials, upon request, in relation to IOSH-produced or IOSH-approved courses, and to cease using such materials if ISL determines that they are unsuitable or inappropriate in accordance with ISL’s marketing guidelines.
	5.5	Clause has been amended to ensure that where a third party promotes courses on behalf of any training provider, all promotional materials must expressly and unambiguously identify the entity responsible for delivering the course.
IOSH Produced or Approved Courses	7.5	Amended to capture requirement for training providers to promptly update their IOSH-approved or e-learning bitesize course materials when IOSH issues any update to the corresponding IOSH-produced course
	7.6	Updated to establish that the five-year re-approval period applicable to IOSH-approved course materials is subject to variation at any time upon notification from ISL.
Workbooks	8.3	Amended to specify that workbooks purchased from ISL shall not be re-sold or transferred from one delegate to another

Intellectual Property Rights	9.4.1	Updated to clarify that the training provider, in addition to workbooks, shall not reproduce, copy, distribute, or otherwise disseminate course presentation slides relating to IOSH-produced courses accessed via the CMS.
Course Delivery	10.1.1	Amended to capture the requirement that the details on the photocard IDs used for delegates identification must match that provided during the registration process on the Training Provider portal
	10.1.5	Amended to capture 20 as the maximum number of delegates that can seat in a virtual course
	10.1.6	Clause added to capture the requirement for training providers to maintain delegate records where updates are requested by the delegate in line with Data Protection Legislation
	10.2.5	Clause added to specify that the training provider is responsible for translating documents into English where required for moderation purposes
	10.3.1	Clause amended to require that all delegate assessment papers, including those for unsuccessful attempts, are uploaded to the Training Provider Portal.
	10.3.4	Clause added to specify that course resits must be conducted by the training provider within 20 working days of the original course end-date
	10.3.5	Clause updated to reflect the change from 12 months to 7 years for training providers to retain delegate course assessment papers, in line with the IOSH Retention Policy
Quality Assurance	13.1.1	Updated to define the responsibility of the training provider in relation to delegate feedback.
	13.1.3	Amended to clarify that ISL may conduct Quality Assurance audits either virtually or in-person
	13.1.5	Clause added to stipulate that the training provider is responsible for translating documents produced in languages other than English into English for audit purposes.
	13.5	Clause amended to require the training provider to upload and maintain all relevant documents relating to Quality Assurance, policies, standards, and forms on the Training Provider Portal, where such documents are required.
Complaints Procedure	15.2	Clause updated to include link to an online enquiry form to submit complaints
Fees and Payments	16.4.1	Updated to permit a "pay later" arrangement for training providers who have an approved credit agreement in place.
	16.4.4	Added to emphasise that payments made by training providers must be accompanied by remittance advice, detailing the invoices covered in the payment
Limitation of Liability	17.1;17.2 & 17.3	Clauses amended to make limitation of liability mutual to both parties (ISL and the training provider).
	17.5	Clause amended to clarify that the training provider shall have relevant insurances in place against the territory legislative requirements within which they operate to facilitate and deliver our courses. The training provider shall also indemnify ISL against all costs, claims, expenses, and damages (including, but not limited to, legal expenses) arising from any claim brought by a third party against ISL in relation to the activities of the training provider under this Agreement.