



FIRST AID INTERNATIONAL™

INSTRUCTOR LICENCE AGREEMENT

For instructors seeking approval to offer courses
awarded by First Aid International Ltd

Important Information

1. Completion Notes

Before signing this licence agreement please read the attached schedules. If you have any questions relating to these schedules please contact centre support using the contact details provided below.

2. Fees

A current price list and fees schedule is available by request from centre support or can be for downloaded from the First Aid International™ website.

<http://www.firstaidinternational.com/>

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INSTRUCTOR LICENCE AGREEMENT

This Agreement is made the day of20.....("the Effective Date")

BETWEEN:

- (1) First Aid International Limited of EMP House Telford Way, Coalville, LE67 3HE ; ("we", "us" and "our") and
- (2) []
of
[] ("you" and "your")

We have agreed to grant the Licence to you to use the course(s) in accordance with the terms and conditions set out in Schedule 1 and Schedule 2 as amended by the Special Conditions below agreed by both parties.

This Agreement together with its Schedule constitutes the entire agreement between the parties for the licence and supersedes all other communications between the parties with respect to the licence to use the Course(s).

IN WITNESS of the above, each party has signed this Agreement on the date above.

Signed for and on behalf of

[]

Signed for and on behalf of

FIRST AID INTERNATIONAL LIMITED

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SCHEDULE 1

1. DEFINITIONS

Words and phrases used have the following meanings:

"Authorised Individual" means the person authorised to certify qualification of a course as detailed in the Standards & Procedures Manual.

"Confidential Information" of a party (the "disclosing party") means all information or data of the disclosing party, which has value by virtue of not being publicly known and which is disclosed or otherwise made available to the other party (the "receiving party") under this Agreement and includes the Materials;

"Certification Date" means the date you qualify to teach the course to your Students and are signed off by the Authorised Individual and "Certification" shall mean that you are so certified;

"Course(s)" means the course(s) detailed on the Central Management Information System (CMIS).

"FAI Registration Number" means the number provided to you on the Certification Date authorising you to provide the facilities and/or to conduct training and assessment of the course(s)

"Documentation" means the documentation in any format which is provided by us to allow you to use the course(s) and to certify your Students;

"FAI Instructor Approval Application Form" means the application form provided to you to apply for approval;

"FAI Logo" means the Logo featured in Schedule 2;

"FAI Training Centre" means a training centre listed on the FAI International Database

"Licence Fee" means the fee set out in the Agreement frontsheet payable for each calendar year of the Licence Term and calculated based on the products/services you have requested in the FAI Instructor Approval Application Form or from time to time after that. The Licence fee will be calculated from the prices set out in our website as updated from time to time;

"Licence Term" means the period running from the Certification Date and automatically renewed on 31st December each year unless or until the Agreement is terminated in accordance with the provisions of Clause 8;

"Materials" means the Course(s), the Documentation and the Multimedia System

"Multimedia System" means the Video and/or DVD and/or Electronic Presentation provided by us to allow you to teach the course(s) to your Students.

"Standards & Procedures Manual" means the standards and procedures manual available on our website, which may be changed and updated from time to time

"Students" means all enrolled students

"Warranty Period" means a period of 12 months from the Effective Date.

2. YOUR LICENCE

2.1 In return for payment of the Licence Fee, we will grant you a non-exclusive, non-transferable licence on the terms of this Agreement for the Licence Term to:-

2.1.1 use the course(s) and make it available to your Students;

2.1.2 use the Multimedia System only with the Course(s), in order to make the course(s) available to your Students;

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- 2.1.3 use the Documentation to support use of the course(s) and the Multimedia System;
 - 2.1.4 use the FAI Logo in association with the Materials, and with any other materials solely with our prior written approval; and
 - 2.1.5 use any updates we may send to you from time to time for the remainder of the Licence Term on the same terms as set out in this Licence.
- 2.2 Your Licence restricts you as follows:
- 2.2.1 you can only use the Materials to provide access to your Students and may not otherwise make the Materials available to any third parties;
 - 2.2.2 you can only use the Documentation to support use of the course(s) and the Multimedia System. You cannot make any additional copies of the Documentation or Multimedia System without our written consent;
 - 2.2.3 you may not use or intermingle the Materials with any other courses, documentation or materials without our prior written consent;
 - 2.2.4 you may not use the FAI Logo in conjunction with any other trade mark or symbol without our prior written consent;
 - 2.2.5 you must provide adequate security and encryption measures to protect the security and confidentiality of the Materials and use all reasonable efforts to ensure that they are not accessed or used by any unauthorised person;
 - 2.2.6 you must ensure that your Students are made aware of our intellectual property in the Materials and made aware that their rights to use the Materials are only for the purposes of the training provided by the Course and that they and/or third parties cannot make or retain a permanent copy of the Materials other than the copy provided to them by you; and
 - 2.2.7 you will comply promptly with any reasonable instructions given by us from time to time in connection with the use and operation of the Materials.
- 2.3 We will provide you with a Database Number on the Certification Date.

3. WHAT YOU WILL DO

- 3.1 You confirm that the information you have provided on the FAI Instructor Approval Application Form is accurate and complete.
- 3.2 You will ensure that you provide the Courses to your Students from a currently approved FAI Training Centre.
- 3.3 You will ensure that you keep up to date and comply with the Standards & Procedures Manual during the Licence Term.
- 3.4 You agree that all your classes are taught according to the guidelines Standards & Procedures Manual currently established for the Course(s).
- 3.5 You will complete and return to us the FAI Instructor Essential Information Sheet upon our request.
- 3.6 You agree to allow our authorised representatives to monitor your operations and teaching methods and to review student evaluations during normal business hours.

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4. INTELLECTUAL PROPERTY

- 4.1 You accept that we own all intellectual property rights in the Materials.
- 4.2 This Agreement does not transfer any rights of ownership in our technology or intellectual property.
- 4.3 If any of the Materials become, or in our opinion are likely to become, the subject of an infringement claim, we may at our option and expense: (i) obtain for you and your Student the right to continue using the Materials; or (ii) modify or replace the Materials to avoid the claim of infringement; or (iii) if in our opinion neither (i) nor (ii) is commercially reasonable, terminate this Agreement and refund a pro rated portion of the License Fee.
- 4.4 You agree that we may audit your use of the Materials to ensure compliance with the terms of the License granted to you. We will do this on reasonable notice during normal working hours by agreement with you, not to be unreasonably withheld or delayed.

5. CONFIDENTIALITY

Each of us agrees to maintain as secret and confidential, and not to divulge Confidential Information to any third party and agrees not to use Confidential Information for any purpose other than that for which it is supplied under this Agreement.

6. WARRANTY

- 6.1 We warrant that during the Warranty Period that the course(s) will conform with the Documentation.
- 6.2 We warrant that the Documentation contains the information you require to help you use the Course(s).
- 6.3 We warrant that we are authorised to licence or sublicense all intellectual property rights in the Materials.
- 6.4 You must tell us as soon as reasonably practicable if you become aware of any breach of 6.1. If we breach clause 6.1, we will do all we can to rectify the non conformity including correcting the error, or replacing the Materials (or any part of it).
- 6.5 We will not be liable for any defect or other problem with the Materials if:
 - 6.5.1 they are used in any way which is not in accordance with our recommended instructions and procedure;
 - 6.5.2 alterations are made to the course(s) by persons other than those authorised by us; or
 - 6.5.3 you are in material breach of this agreement at the time.
- 6.6 You agree that we will have no liability to you and you will indemnify us against any liability we may for the consequences of your or your Student's use of the content of the Materials.

7. LIMITATION OF LIABILITY

- 7.1 Nothing in this Agreement shall exclude or limit either party's liability for fraudulent misrepresentation or death or personal injury resulting from the negligence of that party.
- 7.2 We will not be liable to you for any claim for loss of profits or loss of expected savings or loss of goodwill or loss of business opportunity or loss of data or indirect, consequential or special loss or damage, regardless of the form of action, whether in contract, strict liability or tort including negligence.

- 7.3 Our aggregate liability in respect of all causes of action arising out of or in connection with this Agreement will be limited to the Licence Fee in any calendar year.
- 7.4 Except for the express warranties given in this Agreement, any conditions, warranties, representations or other terms whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

8. PAYMENTS

- 8.1 The Licence Fee will be paid to us in whatever manner we each agree on the 31st December each year.
- 8.2 We shall issue you with an invoice for the Licence Fee.
- 8.3 You agree to pay all our invoices within 28 days after the invoice date together with any applicable VAT, failing which we can charge interest at 3% per year above the Bank of England's base lending rate from the invoice date until actual payment. Such interest will accrue on a daily basis and will be payable by you on demand.

9. ENDING THE AGREEMENT

- 9.1 This Agreement will begin on the Effective Date, and will continue until the Licence Term expires or is terminated in accordance with the terms of this Agreement.
- 9.2 We may end this Agreement at any time if:
- 9.2.1 you fail to pay any sum properly due under this Agreement within 28 days of the invoice date; or
 - 9.2.2 we consider that you have failed to comply with any provisions set out in our Standards & Procedures Manual.
- 9.3 Either of us may end this agreement straight away by notice in writing if the other:
- 9.3.1 materially breaches this agreement and does not remedy it within thirty days of notice so to do; or
 - 9.3.2 is unable to pay its debts or enters into compulsory or voluntary liquidation or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which means that it may be unable to pay its debts.
- 9.4 If you decide that you do not wish the licence to renew in any year then you need to provide us with 60 days notice in writing before the 31st of December of that year or the licence will automatically renew
- 9.5 On termination of this Agreement for whatever reason, you will return to us, or destroy (at our option) all our property and copies of the Materials and our Confidential Information and your obligations of confidentiality shall continue after termination.

10. THE SMALL PRINT

- 10.1 If any part of this agreement is unenforceable the remainder will continue to apply.
- 10.2 We will not be considered to be partners nor shall we be responsible for any act or failure to act of the other or have the right or authority to bind the other in any way.
- 10.3 A third party will not have any rights under this agreement.

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- 10.4 Neither party may transfer or assign its rights or duties under this Agreement without the prior written consent of the other party.
- 10.5 Neither of us will be liable for any loss or delay to the extent it is caused by anything outside that party's reasonable control.
- 10.6 All formal notices required to be sent shall be by letter. A letter shall be delivered at the each of our registered offices, by recorded delivery post. If the notice is not returned as undelivered it will be deemed to have been given 3 working days after the day on which it was sent.
- 10.7 If a party does not enforce a right available to it under this Agreement in any particular instance, then that will not prevent it from enforcing that right in future or in any other instance.
- 10.8 This Agreement shall be governed by English law and we each agree to the exclusive jurisdiction of the English Courts to resolve any dispute that we have been unable to resolve amicably in accordance with the following steps: Each of us agrees to attempt in good faith to clear up any dispute first by discussing it. If that does not work then, except for debt recovery, we each agree to attempt in good faith to resolve the dispute through mediation by the Centre for Effective Dispute Resolution in accordance with their rules and within 2 months of the start of the procedure.

SCHEDULE 2

