

i-act Instructors Licence Agreement (V0219)



i-act.co.uk

*for positive mental health
and WELLbeing*



Licence agreement

i-act instructors are approved, licenced and monitored by *i-act*. In signing this agreement *i-act* instructors agree to adhere to the regulations, quality assurance and monitoring as set out by *i-act* within this agreement. *i-act* reserves the right to amend or revoke this agreement.

1. Copywrite and registered trademarks.

- 1.1 *i-act* materials are protected by copyright and registered trademarks. Copyright © 2016, Copyright © 2017, Copyright © 2018, Copyright © 2019.
- 1.2 *i-act* materials must not be copied or reproduced in any way. All *i-act* materials must be ordered from *i-act*. *i-act* materials may only be used during the delivery of an *i-act* course, they may not be used for any other training, workshop, seminar etc.
- 1.3 The *i-act* manuals, toolkits and resource packs are only available from *i-act* and only available in hard-copy format.
- 1.4 For permission requests, write to the publisher www.i-act.co.uk.
- 1.5 When contracting with your client, you are required to make them aware of the terms and conditions below (these may be downloaded from the instructors area of the website and, as an instructor, you also agree to these terms and conditions):

Course Development, Terms, Licenced Materials and Copyright

i-act course materials, resources and models remain the property of *i-act* for positive mental health and wellbeing Ltd. No *i-act* materials, resources models or courses are to be reproduced in any way, re-used or sold on without prior written consent from *i-act*. All courses developed by *i-act* will remain the property of *i-act* and can only be delivered by an accredited *i-act* instructor who has the written certification, approval and licence agreements from *i-act* to deliver and use the *i-act* training course/material/model. *i-act* reserves the right to use and publish feedback from course participants along with the name of their organisation within promotional and informative materials unless the organisation expresses in writing that they do not wish this to happen. *i-act* engages with social media platforms throughout and after the training session to celebrate wellbeing initiatives such as training and development.

This includes photography in training sessions. If you do not wish for your training sessions to be photographed and celebrated on social media platforms, please notify us at the time of your booking. *i-act* often uses participant feedback to promote training and development courses, this usually includes the name of the organisation, but not the individual. If you do not wish for feedback to be used in this way, please notify us at the time of your booking.

Your registration as an *i-act* manager/practitioner does not permit you to 'deliver' *i-act* training. *i-act* training can only be delivered by an accredited, approved and licenced *i-act* instructor. Any delivery of *i-act* training by any persons or organisations who are not approved to deliver *i-act* training may result in an infringement of copyright and registered trademark legislation and may result in legal action. For clarification and permissions you should contact *i-act* at info@i-act.co.uk

Disclaimer to All Products, Information and Services

i-act has made every attempt to ensure the accuracy and reliability of the information and services provided to clients. However, the information and services are provided "as is" without warranty of any kind. *i-act* does not accept any responsibility or liability for the accuracy, content, completeness, legality, or reliability of the information contained within information or services. No warranties, promises and/or representations of any kind, expressed or implied, are given as to the nature, standard, accuracy or otherwise of the information provided within information or services, nor to the suitability or otherwise of the information to your particular circumstances.

i-act shall not be liable for any loss or damage of whatever nature (direct, indirect, consequential, or other) whether arising in contract, tort or otherwise, which may arise as a result of your use of (or inability to use) the information or services, or from your use of (or failure to use) the information or services. The information and services provided by *i-act* may provide information and links to other organisations, websites and services owned by third parties. The content of such third-party information is not within our (*i-act*) control, and we cannot and will not take responsibility for the information or content thereon. Links/signposting to such third-party sites are not to be taken as an endorsement by *i-act* of the third-party site, service or information, or any products promoted, offered or sold by the third party, nor that such is free



from computer viruses or anything else that has destructive properties. We cannot and do not take responsibility for the collection or use of personal data from any third party. In addition, we will not accept responsibility for the accuracy of third-party advertisements.

2. Quality assurance and conduct

- 2.1 i-act instructors agree to behave in a manner that would not be in any way detrimental to i-act. i-act instructors agree to behave in an appropriate and professional manner when delivering or representing i-act. i-act instructors are required to maintain a professional image when delivering i-act training. i-act instructors should promote positive mental health and wellbeing, refrain from stigmatising language and behaviours, and seek to challenge and reduce any stigma concerning mental health and wellbeing issues. i-act instructors should dress appropriately when delivering i-act training – no jeans, trainers or t-shirts.
- 2.2 i-act is an evidence-based approach that is systematically reviewed every three years and all registered i-act instructors must adhere to any updates in order to maintain their approval. New i-act manuals and materials may be produced as part of the review. i-act instructors will be given notice of six months to use any of the old i-act manuals and materials. i-act is not obliged to issue refunds for out of date i-act manuals or materials.
- 2.3 i-act instructors are required to engage in a minimum of 21 hours of continued professional development (CPD) per year in a related subject. This CPD may be independent of i-act but must be evidenced to i-act. CPD may include, for example, attendance at conferences, workshops, training and relevant qualifications. It may also include observing someone else's delivery of an i-act course. i-act instructors must meet any associated costs of their CPD.
- 2.4 i-act instructors are required to submit the i-act participant feedback and evaluation form for each participant attending an i-act course. Participant feedback is monitored by i-act. Failure to return this paperwork (or the submission of inaccurate or falsified paperwork) may result in the suspension or termination of the i-act instructor licence.

- 2.5 i-act reserves the right to attend any i-act training for quality assurance purposes; however, prior notice will be given.
- 2.6 Should any participant have concerns about an i-act instructor they may contact i-act. i-act has complaints procedures for course participants and instructors, these are available upon request.
- 2.7 i-act reserves the right to terminate or suspend an i-act instructor's licence should i-act have any cause for concern. i-act reserves the right to insist that an i-act instructor undergo further training and development should i-act have reasonable cause for concern. i-act instructors must meet any associated costs of such development.
- 2.8 i-act requires all i-act instructors to promote and foster positive relations between clients, i-act participants and i-act instructors. i-act is not responsible for resolving any disputes between clients, i-act participants or i-act instructors, however i-act reserves the right to terminate or suspend an i-act instructor's licence should i-act have any cause for concern.
- 2.9 In order to maintain approval as a registered i-act instructor, instructors are required to deliver a minimum of two i-act courses per year. If i-act instructors deliver both the 'Understanding and Promoting Positive Mental Health and Wellbeing' course and the 'Managing and Promoting Positive Mental Health and Wellbeing' course, then they must deliver at least two i-act courses per year (one of these must be the 'Managing and Promoting Positive Mental Health and Wellbeing' course).

3. i-act materials

- 3.1 i-act materials may only be ordered from i-act and may only be delivered by an approved, registered and licenced i-act instructor. The i-act instructors online-resources is a password protected area of the website. This is strictly only to be accessed by approved and licenced i-act instructors. i-act instructors are not permitted to provide the password to any third parties and doing so may result in the suspension or termination or their licence. Should i-act instructors wish to share any content from the i-act instructors' online resources area they should seek written permission from i-act.

- 3.2 **i-act** materials may not be reproduced or copied, all **i-act** materials must be ordered from **i-act**.
 - 3.3 Every participant attending an **i-act** course must receive their own **i-act** participant pack which includes the **i-act** course manual, toolkit and resource pack; **i-act** registration form; a unique **i-act** registration number; **i-act** certificate; **i-act** reference card and pen; free membership to the UK-wide Wellbeing Community; and access to the **i-act** practitioner/manager online resources.
 - 3.4 Participants may not 'share' materials, and **i-act** instructors are strictly prohibited from using the **i-act** model without providing every participant in attendance with an **i-act** participant pack. Every participant must receive their own **i-act** participant pack and their own unique **i-act** practitioner/manager registration number.
 - 3.5 **i-act** instructors must order **i-act** participation packs at least 4 weeks in advance of delivering an **i-act** course. Requests for 'express delivery' cannot be guaranteed to be met, and additional fees for 'express delivery' will be incurred.
 - 3.6 **i-act** participation packs come in boxes of 14 and can only be ordered in multiples of 14 (the maximum number of participants you may have on an **i-act** course). Should your course not have the maximum number of 14 participants, any 'left-over' participant packs may be used for your next **i-act** course. **i-act** instructors must inform **i-act** in advance of all **i-act** courses they are running.
 - 3.7 **i-act** participation packs currently cost £19.75p per pack (£276.50p per box of 14) plus the cost of postage and any postage insurance you may require. **i-act** reserves the right to amend the cost of the **i-act** participation packs given six months' notice. There is an additional cost of £5 per person for the accredited version of **i-act** (see below).
 - 3.8 **i-act** instructors are required to keep at least one box of 14 **i-act** participation packs as a 'reserve' in case there are any issues with the delivery of **i-act** participation packs. **i-act** is not obliged to provide refunds for any unused materials or manuals. **i-act** instructors are not permitted to 'sell' or 'give-away' any **i-act** materials or manuals unless they are providing them as part of a registered **i-act** course they are delivering where each participant receives their own unique **i-act** practitioner/manager registration number.
 - 3.9 **i-act** instructors are provided with an **i-act** instructor toolkit as part of the **i-act** instructor training. Should **i-act** instructors wish to replace or renew any part of their **i-act** instructor toolkit (for example in the event of loss or damage) they may purchase these materials from **i-act**.
- #### 4. Delivery of **i-act** courses
- 4.1 Once approved, licenced and registered **i-act** instructors may deliver **i-act** courses anywhere in the UK (in accordance with their **i-act** licence agreement). **i-act** instructors must inform **i-act** in advance of all **i-act** courses and any 'taster sessions' they are running.
 - 4.2 **i-act** courses aim to offer fully-flexible delivery options and so may be delivered over half a day, over one full-day (recommended) or over two days. **i-act** courses may also be broken down into shorter 'bite-sized' sessions. Whichever delivery option you choose, all participants must receive their own unique **i-act** registration number and **i-act** participation pack. You can have a maximum of 14 participants on each **i-act** course. We recommend a minimum number of 4 people on an **i-act** course; however, the minimum number of participants can be whatever you feel comfortable with as an instructor.
 - 4.3 The **i-act** instructor licence and responsibility remains with the individual who is approved as an **i-act** instructor rather than the organisation who may have funded the **i-act** instructor training. Therefore, should a registered **i-act** instructor change their employer, they are still permitted to practice as an **i-act** instructor (in accordance with their **i-act** licence agreement and any prior arrangements/agreements they may have made with their previous employer/organisation funding their **i-act** instructor training).
 - 4.4 **i-act** instructors are responsible for sourcing and delivering their own **i-act** courses. **i-act** is under no obligation to source/find **i-act** courses or participants for **i-act** instructors.



- 4.5 i-act reserves the right to suspend i-act instructors from delivering i-act to/with certain organisations where i-act sees fit.
- 4.6 i-act instructors must provide details of all i-act courses (and cancellations) to i-act before scheduled delivery. i-act reserves the right to display i-act courses on the i-act website and promote them via social media (although organisations/clients may remain anonymous).
- 4.7 i-act instructors must take a photograph of the i-act participants at the end of each i-act course either with their i-act certificates or manuals. This photograph must then be sent to i-act and may be shared on social media and within promotional materials. i-act participants consent to this (or opt out) on their i-act registration form at the beginning of the course. The photograph should be sent immediately after the course, but no later than 24 hours after the course.
- 4.8 After the course i-act instructors must enter the name, email address and i-act registration number of all course participants onto the i-act database via the online portal of the website. This should be done within 24 hours of the end of the course, but it must be done within 3 working days. This is essential so that participants can gain access to the online i-act resources and become registered i-act managers/practitioners. It is also important if you are delivering the accredited version of i-act so that we can validate any accreditation and CPD points. i-act instructors must return all paperwork to i-act (via the online i-act instructor portal) post course delivery within 10 working days of the i-act training, this includes, i-act participant feedback forms and the i-act instructor check-list/report form. Paperwork that is returned late or incomplete may incur a fine which will be added to the i-act instructor's annual licence fee.
- 4.9 i-act instructors must maintain their own adequate professional insurance and must submit evidence of this to i-act before they are able to deliver any i-act courses. i-act instructors therefore need to submit to i-act evidence of Public Indemnity Insurance (to cover any claims against you). i-act instructors are responsible for ensuring that any venue they train at has adequate Public Liability Insurance (to cover any accidents at the training venue). i-act instructors must ensure that any venues at which they deliver i-act courses have the necessary health,

safety and accessibility controls and have the adequate Public Liability Insurance. i-act is not responsible for any action which may be brought about against an i-act instructor or the venue in which they are delivering i-act training.

5. Delivering the Accredited Version of i-act

- 5.1 i-act instructors wishing to deliver the accredited version of i-act must first complete the standard i-act instructor training. Once complete, they need to submit their C.V to i-act who will then send the documents to the CPD Standards Office (our accrediting body). Your approval to deliver the accredited version of i-act is then subject to approval from the CPD Standards Office. i-act do not currently charge for this process.
- 5.2 Half-day versions of i-act are currently not accredited. See chapter 1 of your i-act instructors toolkit for more information about which versions of i-act are accredited.
- 5.3 When delivering accredited i-act training, i-act instructors must deliver the course as per the lesson plan. Any deviation from the lesson plan may affect the accredited status of the course, therefore please contact i-act if you have any concerns.
- 5.4 Once approved to deliver the accredited i-act training, you may use the CPD Standards Office accreditation badge on your promotional material and advertise the course as 'accredited training'.
- 5.5 The cost for accreditation is £5 per participant. This cost is added onto the cost of your participant packs and must be paid in advance. Participants will receive a certificate of accreditation and CPD points (certified by the CPD Standards Office). Some i-act instructors factor this cost into the cost of the course and others add it as an additional cost to the client. i-act instructors may charge a premium for the accredited version of i-act.

6. Marketing and Promotion of i-act courses

- 6.1 Any marketing or promotion of i-act courses must contain the i-act branding and logos and be compliant with the i-act marketing and promotion policy (available on request). i-act encourages i-act instructors to make use of the existing i-act marketing materials that are available to all registered, approved and licenced i-act instructors (i-act instructors simply insert their own contact details). All



marketing and promotion material for **i-act** courses must be approved, in advance, by **i-act**.

- 6.2 **i-act** instructors delivering 'open' **i-act** courses may advertise on the **i-act** website (subject to fees) and/or may advertise a 'profile' of themselves as an **i-act** instructor (subject to fees) in order to promote 'in-house' **i-act** courses.

- 6.3 The fees that **i-act** instructors choose to charge for the delivery of their **i-act** courses may be set by each individual **i-act** instructor. Fees may take into account the cost of the **i-act** participation packs, any venue costs, the level of expertise of the **i-act** instructor and any marketing, promotion or administration. **i-act** encourages **i-act** instructors to work together to promote **i-act** courses, foster positive working relationships and adhere to fair marketing practices. However, **i-act** is not responsible for resolving any individual disputes.

7. Termination of Licence

- 7.1 **i-act** instructors may terminate their licence agreement with **i-act** at any time. **i-act** is not obliged to offer any refunds.
- 7.2 **i-act** instructors are required to sign a new licence agreement every year and pay the annual licence fee which is currently £99. **i-act** reserves the right to amend, change or add to the licence agreement each year. **i-act** reserves the right not to renew an **i-act** instructor's licence, given good reason.
- 7.3 **i-act** instructor licences are automatically terminated if the annual **i-act** instructor's licence fee is not paid. The **i-act** instructors annual licence fee is currently £99 per year. The first year's fee is included within the cost of the **i-act** instructor training fee, subsequent fees are payable upon the anniversary of your approval as a registered and licenced **i-act** instructor. **i-act** reserves the right to amend the **i-act** annual licence fee at any time, given three months' notice. **i-act** annual licence fees are non-refundable.
- 7.4 **i-act** reserves the right to terminate or suspend an **i-act** instructor's licence, given good reason.

- 7.5 **i-act** is not obliged to give any refunds association with instructor training, licence fees, materials or manuals purchased in the event of the licence being terminated.

- 7.6 Upon termination of an **i-act** licence, **i-act** instructors are not permitted to use or deliver **i-act** in any format. Upon termination of an **i-act** licence (by either party), **i-act** instructors agree to return all **i-act** materials to **i-act** at their own cost or pay a licence termination fee of £250.

- 7.7 Should an **i-act** instructor's licence lapse (for example due to lack of CPD or delivery of **i-act** courses) **i-act** instructors may follow the **i-act** instructor re-approval process (which may be subject to fees).

8. International delivery of **i-act**

- 8.1 **i-act** instructors are not permitted to deliver **i-act** training outside of the UK until they have approval from **i-act**.
- 8.2 Currently the standard (English language) version of **i-act** is permitted to be delivered outside of the UK by instructors who have approval to deliver **i-act** outside of the UK.
- 8.3 **i-act** is not responsible for any costs associated with delivery outside of the UK (for example delivery, any export costs and translation costs etc.).
- 8.4 Instructors delivering **i-act** outside of the UK will incur higher delivery costs for the **i-act** participants packs, than in the mainland UK. **i-act** requires greater notice for international deliveries in order for participant packs to arrive in time for your course. This notice time differs from country to country.
- 8.5 **i-act** does not accept any responsibility for any damage, loss or claim brought against an instructor delivering **i-act** in any part of the world.
- 8.6 The accrediting body for **i-act** (The CPD Standards Office) is a worldwide organisation, therefore approved international **i-act** instructors will be permitted to deliver the accredited version of **i-act** outside of the UK. **i-act** instructors should confirm with **i-act** that it is possible for them to deliver the accredited version of **i-act** within the country they wish to deliver in.



8.7 i-act seeks to continuously work with different countries around the world in developing online i-act resources that are more specific to different countries. Whilst any international versions of the i-act participant packs contain more generic information, it is the intention of i-act to continually develop online resources that are country specific. It is expected that i-act instructors (with interests in delivering in different countries) will work with i-act to develop and maintain this online (country specific) resource and signposting.

9. Responsibilities

9.1 i-act has made every attempt to ensure the accuracy and reliability of the information and services provided. However, the information and services are provided "as is" without warranty of any kind. i-act does not accept any responsibility or liability for the accuracy, content, completeness, legality, or reliability of the information or services provided. No warranties, promises and/or representations of any kind, expressed or implied, are given as to the nature, standard, accuracy or otherwise of the information or services provided, nor to the suitability or otherwise of the information to your particular circumstances. i-act shall not be liable for any loss or damage of whatever nature (direct, indirect, consequential, or other) whether arising in contract, tort or otherwise, which may arise as a result of your use of (or inability to use) the information or services, or from your use of (or failure to use) the information or services. The information and services provided by i-act may contain links to other organisations, websites and services owned by third parties. The content of such third-party services is not within our (i-act) control, and we cannot be responsible for the information or content therein. Links/signposting to such third-party sites are not to be taken as an endorsement by i-act of the third-party site, service or information, or any products promoted, offered or sold by the third party, nor that such is free from computer viruses or anything else that has destructive properties. We cannot and do not take responsibility for the collection or use of personal data from any third party. In addition, we will not accept responsibility for the accuracy of third party advertisements.

9.2 i-act instructors are responsible for ensuring that the delivery and administration of their i-act courses comply with any relevant legislation and that their collecting of personal data complies with any relevant legislation such as the General Data Protection Regulation (GDPR).

9.3 i-act will not be held responsible for any legal action brought against i-act instructors.

9.4 All i-act instructors agree to support the emotional and physical wellbeing of participants in attendance on their i-act courses. i-act instructors should be mindful that course participants may have experienced mental ill health or wellbeing issues or know someone who has and should therefore be prepared to support individual participants should they become distressed during the course.

In signing this agreement, you agree to the terms and conditions set out within it.

Name of instructor: _____

Signature of instructor: _____ Date: _____

Name of authority on behalf of **i-act**: _____

Position: _____

Signature: _____ Date: _____

For administrative purposes only:

i-act instructors name: _____

i-act instructors training cohort date: _____

Date of first assessed **i-act** course: _____

Date of second assessed **i-act** course: _____

Approval date: _____

Training on behalf of/freelance: _____

Public indemnity insurance: _____

Date of **i-act** licence renewal: _____