

AGREEMENT relating to the provision of education and training courses

Parties

1. EDUCATION FOR HEALTH (charity registration number 1048816 and company registration number 3090774) whose registered office is at No1 Lowes Lane Business Park, Lowes Lane (Off Walton Road), Wellesbourne, CV35 9RB, United Kingdom (“EFH”).
2. The party named in the Schedule below (“the Third Party”).

Background

(A) EFH will provide education and training through a Third Party identified in the Schedule where the provision of the Venue and Students are the responsibility of the Third Party on the Terms and Conditions of this Agreement unless otherwise stated.

(B) Our Agreement with you as the relevant Third Party comes into existence on the date this Agreement is signed, having provided information required to complete the Schedule below. You must then return one copy of the Agreement to EFH at the address shown above.

(C) Your signature below indicates your acceptance of our Terms and Conditions as incorporated within this Agreement.

**SCHEDULE**

 **Third Party details**

|  |  |
| --- | --- |
| Third Party Name: |  |
| Organisation Represented:(e.g. CCG) |  |
| Third Party Address: |  |
|  |  |
|  |  |
| Third Party Post Code: |  |
| Third Party Email Address: |  |
| Third Party Phone No: |  |
| Third Party Fax No: |  |
| Contact Name & No:(if different from above)  |  |

**Course Purchase details**

|  |  |
| --- | --- |
| Course Title & Level: |  |
| Course Date: |  |
|  |
| Course Start Date: |  | Venue: | Non Attendance Date |
| 1st Study Day Date: |  | Venue: |  |
| 2nd Study Day Date: |  | Venue: |  |
| 3rd Study Day Date: |  | Venue: |  |
| 4th Study Day Date: |  | Venue: |  |
| Agreement to be returned to EFH by: |  |
| Students’ registration closes: |  |

**Course Submission Events**

|  |  |
| --- | --- |
| 1st Coursework to be submitted by: |  |
| 2nd Coursework to be submitted by: |  |

|  |  |
| --- | --- |
| Contracted number of students (see clause 4.2 for further information): |  |
| Course Fee:  |  |
| Development Fee: |  |
| Other Fees: |  |
| Total Fee Payable (Third Party Agreement Value) : |  |
| Special terms agreed: |  |

**Invoicing details *(if different from above)***

|  |  |
| --- | --- |
| Invoice Name: |  |
| Invoice Address: |  |

You hereby confirm this Agreement and acceptance of the Terms and Conditions contained within it

|  |  |
| --- | --- |
| Signed by: ………………………………………… | Signed by: ………………………………………… |
| Position: ……………………………………………for and on behalf of EDUCATION FOR HEALTH  | Position: ……………………………………………for and on behalf of  |
| Signature Date: …………………………………... | Signature Date: …………………………………... |
|  |
|  |
|  |

**TERMS AND CONDITIONS**

# Definitions & interpretation

## These Terms are the Terms and Conditions of the Agreement between EFH and the Third Party.

## In these Terms, unless the context otherwise requires, the following words and phrases shall have the following meanings:

### **Agreement**: the agreement set out in this document which incorporates the Schedule and the Terms;

### **Awarding Body**: the accrediting institution;

### **Confidential Information**:all confidential (including know-how and trade secrets), commercial, financial, marketing or other information in any form or medium whether disclosed orally or in writing before or after the date of the Agreement and whether or not designated specifically to be confidential by the disclosing party;

### **Course***:* training supplied by EFH whether accredited by an awarding body or not:

### **Equipment**:All the equipment required to deliver a Course as detailed in Appendix A (Guide to the Study Days);

### **Existing Programme**: Any Course created or developed by EFH independently of the Third party, to be provided to the Third party by EFH under this Agreement;

### **Intellectual Property Rights**: any patents, rights to inventions, copyright, and related rights, trade marks and service marks, business names and domain names, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, and renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

### **Materials**: any written or graphic material supplied to the Student orthe Third Party by EFH including online or other electronically-stored materials in connection with the Course or otherwise in this Agreement;

### **New Programme:** any Course created or developed jointly between the Third party and EFH, to be provided to the Third Party by EFH under this Agreement;

### **Payments:** the payments to be made by the Third Party to EFH as set out in the Schedule and provided for in Term 8;

### **Schedule**: the Schedule to the Agreement set out above which contains the details of the provision of the Course agreed by the parties;

### **Students:** persons who have applied to attend the Course;

### **Terms**: these Terms and Conditions;

### **Third Party**: the individual or organisation identified as the person signing this Agreement;

### **Third Party Content**: any written or graphic material and content supplied by a Third Party for incorporation into a New Programme;

### **Trainer**: the person appointed by EFH to deliver the facilitated and taught components of the Course;

### **Venue**: the room organised and funded by the Third Party for the delivery of the Course;

### **Workshop**: Training that does not have any academic credit value.

## Any reference in these Terms to “writing” or related expressions includes a reference to facsimile transmission, email or comparable means of electronic communication.

## Any reference in these Terms to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

## Any special terms agreed between the parties must appear in the Schedule to be valid.

## The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement or any particular clause within it.

# Grant of rights

## In consideration of the Payments, EFH as the originator and provider of the Course identified in the Schedule hereby grants its non-exclusive and non-transferable consent to enable the Third Party to recruit Students to attend the Course and to retain the Venue for the purpose of delivery of the Course.

# conditions

## EFH reserves the right to alter the structure of the Course without prior notice, provided that the quality is not affected.

## EFH reserve the right to cancel the Course, or any part of such Course before the start date if there is an event beyond our control, such as if the Course is withdrawn by an Awarding Body or by unforeseen unavailability of specialist resource, at which time EFH will notify the Third Party of these circumstances and, at its sole discretion, offer alternative dates or a refund.

## All Materials supplied shall remain the property of EFH until payment in full is received.

## Copyright in the Materials is reserved by EFH. The Materials are supplied on condition that they are not reproduced or copied by any means or are transferred or transmitted to any third parties other than Students as part of the delivery of the Course.

# students

## The number of Students attending any Course

### may not exceed the contracted number set out in the Schedule without the further express permission of EFH (and subject to further charge). In the event that the number of students does exceed the contracted number set out in the Schedule a further charge will automatically be generated and will become payable as part of this Agreement;

### may not fall below eight and in the event that it does, EFH reserve the right to cancel or reschedule this course on behalf of the Third Party as the interactive experience will be impaired. In this instance a cancellation or rescheduling fee as detailed at the end of these terms will be payable dependant on the date EFH inform the Third party the course has been cancelled or rescheduled.

## All students must read and abide by the Conflict of Interest Policy and Policy on Student Recording of Educational Events, which are both available at www.educationforhealth.org/education/student-support/regulations-policies/

## All Students must complete the relevant EFH application/registration process for the course they are attending.

## EFH have the right for reasonable purposes to refuse any Student admission to, or continuance in, any course, at its discretion.

## Students can only defer from the course and receive a free of charge re-allocation to an alternative dated course upon a successful request for exceptional circumstances.

## Upon request EFH will provide information in relation to student applications, attendance and whether there was a successful or unsuccessful outcome of training.

## Detailed assessment results are issued only to Students individually unless EFH has the written permission of the Student in question to release them.

# obligations of EFH

## EFH shall supply updates regarding student registrations unless the Third Party has opted out of the standard EFH registration process.

## EFH shall provide a standard template promotional document in relation to each cohort unless the Third Party has opted not to receive this.

## EFH shall work with the Third Party in all reasonable respects to allow for the delivery of the Course on the relevant date and shall, subject to these Terms being fulfilled, make a trainer available to deliver the Course on the relevant date.

## EFH will keep a record of Students for its further legitimate marketing purposes and to obtain Awarding Bodies certification where applicable.

# obligations of the Third Party

## The Third Party shall execute and return the Agreement to EFH within the timescale stipulated in the Schedule as a condition of the Third Party being permitted to proceed with the booking of the Course.

## The Third Party shall ensure that the Venue can accommodate all the requirements detailed in Appendix I (Guide to Booking a Venue and Equipment Requirement)

## The Venue shall comply with the requirements of the Special Education Needs and Disability Act 2001 together with all relevant health and safety and fire regulations and shall, if so requested by EFH, provide certificates or other evidence of compliance with the foregoing legislation.

## The Third Party shall effect full third party and occupier’s liability insurance at a level of £5,000,000 with respect to the Venue and the Equipment and other facilities provided if the Venue is owned by the Third Party, but in the event that the Venue is owned by another third party, the Third Party shall ensure that the other third party has effected such insurance and in either case, if EFH so requests it, the Third Party shall produce copies of the relevant policies of insurance or other evidence of insurance cover.

## The Third Party shall ensure all students have reviewed the course entry requirements which are available for each course on our website.

## The Third Party shall liaise with EFH to ensure that all Equipment requirements are fulfilled.

## The Third Party shall ensure each Student has completed the required registration process by the registration close date on the Schedule.

## Where the standard registration process is not used it is the responsibility of the Third Party to keep all supporting documentation relevant to each students registration information and agreement to EFH terms and conditions.

## The Third Party will make Students aware in advance of the relevant Course of

###  the delivery format as set out in the Schedule;

### the key date or dates of the Course;

### the location of the Venue with comprehensive directions;

### the relevant facilities provided or made available at the Venue.

## The course fee does not reflect any part funding arrangement the Third Party has with individual students. Although multiple payments can be made against this agreement it remains the responsibility of the Third Party to administer them and ensure payment in full.

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# Warranties, indemnitIes and LIMITATION OF liabilitY

## The Third Party warrants to EFH that:

### it is entitled to enter the Agreement with EFH;

### it is not aware of any rights of any third party which would or might render the performance of the Third Party’s obligations under the Agreement to be unlawful.

## The Third Party confirms that it has read and understood these Terms, the Schedule and the Appendices attached to this Agreement.

## The liability of EFH for any breach of this Agreement shall be limited to all reasonably foreseeable and direct losses including any reasonable expenses of Students which the Third Party refunds to Students in the event of the cancellation of the Course (except as permitted by Term 3.2) due to the unavailability of the Trainer (except for reasons of force majeure under Term 14) without at least 48 hours notice being given to the Third Party but limited overall to the total amount of £1000.

7.4 The Third Party shall indemnify EFH and keep EFH indemnified against breach of the Third Party warranties in this Term 7 and any damage, losses, costs etc. incurred by the Third Party in connection with its provision of the Venue.

7.5 Nothing in the Agreement shall limit the liability of either party for death or personal injury caused by negligence or for fraudulent misrepresentation.

7.6 Except in respect of death or personal injury caused by negligence or fraudulent misrepresentation, neither party shall be liable to the other party for any loss of business, contracts, profits or revenue or for any other kind of consequential, indirect or special loss arising out of or in connection with any act or omission or breach of the Agreement by that party.

# Payments

## The Third Party shall pay to EFH the Payments set out in the Schedule within 30 days of the invoice date. Invoices will be generated upon signature of contract unless special terms are agreed and detailed on the Schedule

## The Third Party is at liberty to charge any fees to Students it has arranged.

## In the event that the Third Party cancels or reschedules the Course there will be a fee payable. Any rescheduled start date must be within 4 months of the original course start date. This fee will be dependent on the date EFH are notified in writing of the request to cancel or reschedule and are detailed at the end of these terms.

## Refunds will not be issued by EFH on account of any failure on the part of any Student to attend any Course (or part thereof) for any reason.

## If EFH allocate the Third Party free or part-funded places under any sponsorship scheme and the number of students who attend the Course subsequently falls below the contracted number shown in the Schedule, further charges for the free or part funded element in respect of any absent students may be charged to the Third Party and be repaid by EFH to the relevant sponsorship scheme.

# Intellectual property

## If the Third Party agrees to purchase an Existing Programme under this Agreement (as described in the Schedule), the Intellectual Property Rights in the materials supplied under this Existing Programme (subject to those Materials being owned by an independent third party) are, and shall remain, the property of EFH and EFH grants the Third Party a non-exclusive, non-transferable and revocable licence to use such Materials solely in accordance with this Agreement.

## If the Third Party agrees to purchase a New Programme under this Agreement (as described in the Schedule), the Intellectual Property Rights in the materials supplied under this New Programme (subject to those Materials being owned by an independent third party) are, and shall remain, the property of EFH and EFH grants the Third Party a non-exclusive, non-transferable and revocable licence to use such Materials solely in accordance with this Agreement.

## If any New Programme contains any Third Party Content (as described in the Schedule), the Intellectual Property Rights in that Third Party Content (subject to those Materials being owned by an independent third party) are, and shall remain, the property of the Third Party and the Third Party grants EFH a non-exclusive, transferable and irrevocable worldwide and perpetual licence to use such content for any purpose.

## The Third Party shall use best endeavours to prevent any infringement of EFH’s Intellectual Property Rights in the Materials and the Third party shall promptly and fully notify EFH of any actual, threatened or suspected infringement of any of EFH’s Intellectual Property Rights which comes to the Third Party’s attention. The Third Party shall at the request and expense of EFH do all things as may be reasonably required to assist EFH in taking or participating in any proceedings in relation to any such infringement or claim. In Particular the Third Party shall:

### Ensure that each Student, before starting any Course, is made aware that the Materials are proprietary to EFH and that they may only be used and copied in accordance with this Agreement; and

### Not permit third parties to have access to the Materials without the prior consent of the Supplier, who may require such third party to execute a written confidentiality agreement before being given access to the Materials.

# Confidentiality

## Each party shall at all times during the continuance of this Agreement and after its termination:

### use its best endeavours to keep all Confidential Information of the Third Party and Students confidential; and

### not use any such Confidential Information for any purpose other than performance of the obligations under this Agreement.

## Any received Confidential Information may be disclosed by the receiving party to:

### any employees or Trainers of the receiving party; or

### any governmental or other authority or regulatory body,

to such extent only as is necessary for the purposes contemplated by this Agreement or as is required by law and subject in each case to the receiving party using its best endeavours to ensure that the person in question keeps the same confidential and does not use the same except for the purposes for which the disclosure is made.

## Any Confidential Information may be used by the receiving party for any purpose, or disclosed to any third party only to the extent that:

### it is at the date of this Agreement, or becomes, public knowledge through no fault of the receiving party; or

### it can be shown by the receiving party to the reasonable satisfaction of the other party, to have been known to it prior to its disclosure.

## Each party shall comply with its respective obligations (as they may be) under the provisions and principles of the Data Protection Act 1998.

# Severance

If any provision of the Agreement, or any of these Terms, shall be found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement, or any other Terms, which shall remain in full force and effect.

# Third party rights

A person who is not a party to the Agreement shall not have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of the Agreement or any Term without the express written agreement of both parties.

# No partnership

Nothing in the Agreement or these Terms shall be construed as to constitute either party to be the agent or legal representative of the other party or to create any partnership or joint venture between the parties.

# Force majeure

Neither party hereto shall be liable for any breach of its obligation hereunder resulting from causes beyond its reasonable control, including but not limited to fires, strikes, insurrection, flood, earthquake, windstorm or other natural disaster or other Acts of God.

# Jurisdiction

These Terms and the Agreement shall be governed by and construed in accordance with law of England and Wales and each party hereby submits to the exclusive jurisdiction of courts of England and Wales.

**CANCELLATION & RESCHEDULING FEES**

**In the event the Third Party cancels/reschedules after receipt of a signed Third Party Agreement the fee payable will be dependent on the time frame between the cancellation/reschedule request date and the course start date. These time frames and charges are as follows:**

**CANCELLATION FEES**

***Period prior to start date Course Fees Development Fees Other Fees***

Greater than 6 weeks £250 per Cohort 50% 50%

4 – 6 weeks 25% 75% 75%

2 - 4 weeks 75% 100% 100%

0 – 2 weeks 100% 100% 100%

**RESCHEDULING FEES (Rescheduled start date must be within 4 months of original course start date)**

***Period prior to start date Course Fees Development Fees Other Fees***

Greater than 6 weeks £250 per Cohort N/A 25%

4 – 6 weeks £250 per Cohort N/A 50%

2 - 4 weeks £750 per Cohort N/A 75%

0 – 2 weeks £750 per Cohort N/A 100%

Appendix I

**Guide to Booking a Venue & Equipment Requirement**

**Venue**

It will be necessary for you to book and pay for the venue along with any refreshments you are providing. It is your responsibility to notify the students of lunch arrangements and any specific information regarding parking etc. Please also notify Education for Health so they can pass relevant information on to the trainer.

Please ensure the venue complies with the requirements of the Special Education Needs and Disability Act 2001 together with all relevant health and safety and fire regulations.

**Equipment**

It is essential that the following equipment is available in the room to ensure smooth delivery and a good learning experience:

* Data Projector – with HDMI or mini DisplayPort connection
* Flip Chart, paper & Pens
* WIFI

**Room layout**

Seating to be provided for a maximum 25 students, plus a trainer table and chair. To always be set up as cabaret style seating (see example below). Please ensure the room can comfortably seat the contracted number of attendees.

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**Practical Assessments (where relevant)**

The full day Improving Inhaler Technique Workshop requires 2 extra rooms for the competency-based assessment (breakout rooms for the Examiner and 1 – 2 students)