

# NDORS Trainer/Instructor Licence and Services Agreement

Key Facts



## Table of Contents

<b>Table of Contents</b>	<b>2</b>
<b>1. Introduction</b>	<b>4</b>
<b>2. Process</b>	<b>4</b>
<b>3. Licensee Trainers/Instructors Responsibilities</b>	<b>4</b>
<b>4. Standards of Conduct and Integrity</b>	<b>5</b>
<b>5. Continuous Professional Development</b>	<b>5</b>
<b>6. Intellectual Property</b>	<b>5</b>
<b>7. Assessment and Quality Assurance</b>	<b>6</b>
<b>8. Charges and Fees Payable by the Licensee</b>	<b>6</b>
<b>9. Indemnity and Insurance</b>	<b>6</b>
<b>10. Confidentiality and Security of Information</b>	<b>7</b>
<b>11. Limitation of the Liability of UKROEd Ltd</b>	<b>7</b>
<b>12. Miscellaneous</b>	<b>7</b>

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## 1. Introduction

- 1.1 UKROEd Ltd, the trading arm of the Road Safety Trust issue licences to course providers, instructors and trainers engaged in the provision and delivery of NDORS courses. (Hereinafter known as the licensee) The purpose of the licensing regime is to ensure everyone involved delivers the courses at the high standard and quality required and most importantly consistently in all locations.
- 1.2 On issue a licence's validity will be shown on the licence certificate, which will also specify the type of course(s) that the licensee is permitted to deliver.
- 1.3 This document is provided to give a summary of the key facts of the licence agreement all licensees are expected to adhere to while presenting your courses. It is not exclusive, and must be read as a compliment to the full details of the NDORS licence agreement, which takes precedent over this summary.

## 2. Process

- 2.1 The licensee trainer/instructor will initially be classified as provisional until he or she is assessed as being competent to deliver the relevant NDORS courses by an appointed NDORS assessor. While licensed the trainer/instructor is permitted to deliver the courses and course materials.

## 3. Licensee Trainers/Instructors Responsibilities

The licensee must:

- 3.1 Be engaged by a course provider, licensed to deliver NDORS courses under a course provider licence. UKROEd has no responsibility whatsoever to make any payments to the trainer.
- 3.2 Conduct themselves at all times in a professional manner, and only practice the delivering the courses in accordance with the NDORS course specifications and materials.
- 3.4 Not conduct themselves in a manner which is likely to bring discredit to UKROEd.
- 3.5 Not undertake any activities which are likely to amount to a conflict-of-interest with UKROEd Ltd and the licensee's obligations under the agreement.
- 3.6 Ensure that any statements they make concerning licensed NDORS courses are conducive with the NDORS course materials.
- 3.7 Ensure any vehicles used by the trainer or under the direction and control should be clean presentable and a roadworthy condition with all relevant legal documentation.
- 3.8 Only deliver NDORS courses they themselves are licensed to deliver where the course provider licensee is licensed to provide.
- 3.9 Make sure the personal data is kept current on the various databases that UKROEd Ltd will specify from time to time.
- 3.10 Co-operate fully with the assessment process.
- 3.11 Not exceed the ratio of client to trainer specifications as specified within the NDORS course delivery specification documents.

- 3.12 Notify UKROEd Ltd should they become aware that anyone engaged by a course provider to deliver NDORS courses is not authorised or licensed to deliver those NDORS courses, particularly if the course provider is placing the licensee at risk of being in breach of their individual licence by deploying them with an unlicensed trainer/instructor.
- 3.13 Immediately notify UKROEd Ltd in writing should it come to their attention that there is any actual suspected or threatened infringement of the NDORS trademarks or intellectual property rights.
- 3.14 Notify UKROEd Ltd regarding any claim made or threatened that comes the attention licensee regarding any allegation that the NDORS materials or intellectual property rights infringe any 3<sup>rd</sup> party rights. Financial Considerations

## 4. Standards of Conduct and Integrity

- 4.1 If the licensee has or is suspected of being:
- guilty of gross misconduct affecting the business of UKROEd Ltd
  - engaged in any activity which is likely to compromise integrity of UKROEd Ltd
  - guilty of fraud or dishonesty or is likely to bring themselves, course provider, or a contracting police force into disrepute
  - engaged in activities which UKROEd Ltd considers are likely to detract from or interfere with the performance of their duties as a licensee,

The licensee is obliged to cooperate with UKROEd in investigating or addressing such issues and may be required to surrender their licence within the timeframe requested by the company.

- 4.2 The licensee whilst engaged on NDORS activities shall not promote any product or service which does not relate to road or community safety, and may only promote such products with the consent of the appropriate course provider at venues approved by the course provider.
- 4.3 The licensee shall not specify or imply that any such products have been approved, sponsored or promoted by UKROEd Ltd unless specifically agreed by UKROEd Ltd. The licensee shall not promote any course or course materials that are similar to NDORS course materials that conflicts with any current NDORS course.
- 4.4 The licensee must obtain and maintain all necessary licenses, approvals, permissions, and insurances which are required by law or otherwise in pursuance of their obligations under this license.

## 5. Continuous Professional Development

- 5.1 The licensee may be required by UKROEd Ltd to undertake relevant training and updates in connection with the delivery of NDORS courses, at their own expense.

## 6. Intellectual Property

- 6.1 The licensee must respect all the intellectual property rights within the NDORS materials, trademarks, logos, etc. as they are the exclusive property of UKROEd Ltd and can only be used in accordance with the agreement.
- 6.2 The licensee is not allowed to use the NDORS logos trademarks property etc. outside of this agreement without the explicit permission of UKROEd Ltd, either during the currency of their licence of thereafter.
- 6.3 The licensee must not modify any of the course materials workbooks etc. without prior permission of UKROEd Ltd, or use in conjunction with any other materials unless specifically authorised by UKROEd Ltd.
- 6.4 The licensee must conform to and respect the NDORS co- branding guidelines.
- 6.5 The licensee cannot use the NDORS logos, trademarks, etc. on any medium not approved by UKROEd Ltd.

## **7. Assessment and Quality Assurance**

- 7.1 UKROEd Ltd will require the licensee to undergo periodic assessments to maintain their licence. The licensee is required at all times to cooperate with the assessment process, including any investigation arising as a result of an assessment.
- 7.2 The licensee must produce any documentation and information as the NDORS assessor deems appropriate.
- 7.3 The licensee can request an assessment at any time outside of the regular licence assessment framework which will be provided at the discretion of UKROEd Ltd.
- 7.4 The licensee will be expected to conform to any advice, action note, or compliance notice in accordance with the procedures published by UKROEd Ltd

## **8. Charges and Fees Payable by the Licensee**

- 8.1 The licensee will pay to UKROEd Ltd any fees which may become liable in pursuance of the licence. UKROEd may require payment in advance and failure to make payment in accordance with any instructions that UKROEd issue to the licensee may render the licence invalid.
- 8.2 The licensee is required to keep proper accounts and documentations relating to the provision of training and delivery of licensed NDORS courses. Any such records will have to be kept for at least 2 years after the expiry of the licence. UKROEd Ltd authorised representatives have an entitlement to inspect auditing copy the records at any reasonable time for the purpose of verifying the licensee's compliance with the agreement.

## **9. Indemnity and Insurance**

- 9.1 The licensee shall indemnify UKROEd Ltd all claims and losses, costs, proceedings, damages, and expenses awarded or incurred by the company in connection with any 3<sup>rd</sup> party claim as a result of any act or omission by the licensee as a result of the provision of the NDORS courses. This requirement is during the term of the licence and for one year thereafter with a reputable insurance company who would cover the costs of the licensee's liabilities under this agreement.

- 9.2 The licensee is required to produce evidence these indemnities are in place during the period of the licence and extending beyond one year from the expiration of the licence.

## 10. Confidentiality and Security of Information

- 10.1 The licensee shall respect confidentiality at all times in relation to any information obtained by them whilst performing the NDORS services, and is not permitted to disclose any information without prior consent of UKROEd.
- 10.2 The licensee is required to secure that any confidential information received by them in order to provide the services shall be respected as confidential and take all reasonable steps to protect against theft or unauthorised disclosure. This does not apply to information that is in the public domain, always disclosed to the licensee by a 3<sup>rd</sup> party who is entitled to disclose the information, or as required by any applicable law or court.
- 10.3 The licensee shall not make any announcement, press release or statement in connection with any activities undertaken delivering the NDORS services without the prior consent of UKROEd Ltd. UKROEd reserve the editorial right over any such disclosure or announcement.
- 10.4 Should the licensee be allowed access to the UKROEd Ltd DORS database, they must strictly comply with the various security policies and protocols that are in place regarding access and use of data contained therein.
- 10.5 The licensee must not store any personal data which the licensee obtains as a result of engaging in the delivery of the NDORS service, and must use such data only for the purposes of delivering the NDORS service. Any such data must be processed strictly in accordance with instructions issued by UKROEd Ltd and the clauses contained within the licensee's agreement.
- 10.6 The licensee consents to UKROEd all thing in processing personal data relating to them for the purposes of administering the NDORS licensing scheme, legal, personnel and management purposes.
- 10.7 Any requests for information which can be construed as being required under the Freedom of Information Act and request for other information must be dealt with in accordance with the guidance issued by UKROEd Ltd and section 15 of the licence agreement.

## 11. Limitation of the Liability of UKROEd Ltd

- 11.1 Section 17 of the agreement explains the liabilities of UKROEd Ltd regarding their relationship with the licensee under the agreement.

### 11.2 **Termination of agreement.**

Sections 18 and 19 of the agreement give the details of the term of the agreement and should the agreement be terminated by either party, the consequences of that termination.

### 11.3 **Agreement variation.**

UKROEd are entitled to vary the terms of this agreement from time to time to accommodate changes in applicable laws, or to align the agreement with any revised form of agreement.

## 12. Miscellaneous

12.1 Sections 21 to 28 outlines various miscellaneous provisions applicable to the licence.