

## Client Practitioner Terms and Conditions

### Introduction

These Terms and Conditions govern how individuals who become and remain qualified in the use of products and services created and owned by Insights Learning and Development Limited ('Insights') can utilize these products and services for the benefit of a Client company ('Client'). The Client is the organisation that the individuals are currently employed by and who is meeting the costs of the individuals becoming and remaining qualified.

These individuals are referred to as ***Insights Client Practitioners (CPs)***.

Insights and Client agree to ensure that all CPs are aware of and fully comply with these Terms and Conditions.

Further information, explanation and guidance regarding the implementation of these Terms and Conditions including details of the qualification and renewal process are available from Insights.

### Licence

Subject to these Terms and Conditions Insights grants to Client and the CPs employed by Client the non-exclusive licence to use the intellectual property rights in Insights products and services for internal learning and development purposes within Client as the organisation that the CPs are currently employed by and who is funding the costs of the CPs becoming and remaining qualified to use specific Insights products and services

In the event of any material breach of these Terms and Conditions Insights reserves the right to terminate the licence of any CP with immediate effect.

### Use of Insights Products and Services

CPs shall:

- not utilise the Insights products and services in an application that does not align to Insights core values, philosophy or operating practices;
- fully comply with Insights' "Standards of Practice" including all "Renewal" and "Continuing Education" requirements for all relevant Insights products and services as stipulated by Insights and as may be updated by from time to time;
- wherever possible when facilitating using Insights solutions incorporate use of the range of approved Insights products and services including profiles, workbooks, materials and other support materials.
- not be entitled to use Insights products or materials with any other organisation other than Client without the express prior written consent of Insights;
- ensure compliance with these Terms and Conditions at all times including where CPs are supported by colleagues within Client to use Insights products and services (e.g. administrative staff producing Insights profiles);
- be entitled to receive all materials, documentation and products in English unless agreed otherwise. Where possible Insights shall supply materials in other languages in agreement with the Client and CPs. CPs shall not translate or in any way be involved with the translation of any Insights materials or products into another language without the express prior written consent of Insights;
- be entitled to obtain and receive advice, consulting and facilitation expertise from Insights as required at rates to be agreed between Insights and Client on a case by case basis.

## Obligations of CPs

CPs shall:

- become and remain qualified for each of the relevant Insights products and services a CP wishes to use and fully comply with the requirements of remaining qualified in all products and services to standard stipulated by Insights;
- not permit any individual who is not a qualified Insights Practitioner to lead workshops, coach teams or individuals or lead broad application sessions using the Insights products or services;
- receive training and support from Insights at such cost as will be agreed with Client to ensure that CPs remain fully qualified to use the relevant Insights products and services:
- maximise all opportunities to use Insights products and services to the benefit of Client;
- ensure that Client shall pay all relevant fees and charges in relation to the CPs becoming and remaining qualified and comply with any other reasonable requirements regarding qualifications and compliance with these terms and Conditions as specified by Insights;
- only use Insights products and services for learning and development purposes that have been created, approved and made available to CPs by Insights for those specific purposes;
- only use marketing and promotional materials that have been created, approved and made available to CPs by Insights for those specific purposes;
- receive updated and enhanced versions of relevant Insights products and materials as and when Insights produces such updated versions and enhancements at costs to be agreed with Client and charged at the discretion of Insights.
- only promote and use Insights products and services in line with the “Marketing Guidelines” stipulated by Insights and as may be updated from time to time and not engage in the marketing, sales, distribution or use of Insights products and services in any way other than stipulated without the express written consent of Insights;
- not assign or delegate any of their rights or obligations under these Terms and Conditions to any other person without the express prior written consent of Insights;
- keep full and accurate records of the location of each and every software and hardware item related to Insights products and services (e.g. Discovery Software and HASPs);
- when processing any personal data in connection with Insights products and services or these Terms and Conditions, comply in all respects with the terms of all relevant Data Protection and Privacy legislation and any data protection policy of Insights as published on the Insights web site [www.insights.com](http://www.insights.com);
- provide reports and information to Insights regarding any activities in connection with these Terms and Conditions where reasonably requested by Insights;
- not engage in conduct which, in the opinion of Insights, is detrimental to the business or interests of Insights;
- inform Insights of any known breaches of these Terms and Conditions or any Insights’ published guidelines, strategies and standards within a reasonable time of CPs first becoming aware of such breach.

## Intellectual Property

CPs:

- acknowledge that any and all of the copyright, trademarks and other intellectual property rights used or embodied in or in connection with the use of Insights products and services will at all times remain the property of Insights;
- will ensure that the relevant copyright statements are reproduced on all copies of Insights products and materials and the ownership of all intellectual property by Insights;
- may customize Insights standard learning materials provided to CPs in PowerPoint format only where required in order to adapt the standard PowerPoint slides to meet specific learning and development requirements of Client subject to the following:
  - only where customization is undertaken in a manner consistent with Insights’ published guidelines, strategies and standards;
  - where Insights copyright, trademark and other intellectual property rights are acknowledged and clearly identified;

GLOBAL HEADQUARTERS

Insights Learning & Development Ltd  
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[www.insights.com](http://www.insights.com)

- if CPs would like any help and advice to customise the PowerPoint materials or are in any doubt about the appropriate use of Insights intellectual property CPs should contact their Insights representative.
- Insights may request a copy of all customized powerpoint materials;
- Insights retain the right to undertake amendments or instruct that amendments are made to any PowerPoint materials or instruct the withdrawal of any materials that Insights deem inappropriate or unfit for purpose.
- are encouraged to take advantage of the range of creative, development and production services Insights can provide to create customized learning materials and to submit any customization proposals or requests for review and discussion giving as much notice as possible;
- cannot create any product, printed material, workbook, promotional items, facilitation or consultancy service that includes, uses or is based on any Insights products and services or Insights' intellectual property rights unless all details have expressly been agreed in writing in advance by Insights and only where Insights approves all documents, materials or information prior to first use. Any agreement may be subject to commercial terms being agreed which may include payment of royalties and other charges. Where formal agreement has not been reached in advance all rights, title and interest in all such newly developed or created products, materials or services shall be held by Insights.
- cannot undertake research using Insights products or services or the intellectual property rights contained therein without the express prior written consent of Insights.

### Duration and Termination of this Agreement

- This license shall remain in place for all CPs employed by Client unless Insights identifies that any CP is in breach of any of these terms and conditions in which case Insights shall discuss the breach and agree future actions with the CP and Client in order to remedy the breach, such future actions to be confirmed in writing by Insights. If the breach or multiple breaches is/are not remedied within 14 days (or other such period that is mutually agreed) of having been formally notified of the actions required, the CP will be deemed to be in material breach of these terms and conditions and Insights shall have the option to immediately terminate the rights of that CP to use Insights products and services.
- If CP ceases to be qualified in any one specific product at any time including the payment of all appropriate fees the licence to use that product and service is automatically and immediately terminated and CP will not be able to use the Insights products and services associated with that qualification in any way.
- In the event that any CP leaves the employment of Client that CP cannot use any Insights products and services in any way unless and until alternative agreement is reached with Insights. Insights cannot guarantee that CP will be allowed to use Insights products and services in any alternative way in future.

### Any Questions or need further information?

Please contact:

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 Scotland  
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Ref: Client Practitioner T & Cs Oct 2011

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